

Board of Education Regular Meeting

July 28, 2026 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Public Comment Procedural Item	
B. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by M'Lisa Miffleton, principal at Northfield Elementary, and Sia Phillips, principal at Salem Elementary.	
C. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. COMMUNICATIONS Information Item Congratulations to Ms. Amy Jackson on being named a Teacher of the Year State Finalist. Thank you to the many non-profit and faith-based organizations for their assistance with back to school supply drives ranging from pencils and notebooks to hair cuts and shoes. Congratulations to Discovery School on being named a School of Merit and a School of Distinction by the National Beta Club. It's time to verify your child's enrollment if you have not already done so. Log in to Skyward Family Portal or call your school's attendance secretary. Open Houses for schools are coming up on August 5. Times and specifics are on each school website. Congratulations to Overall Creek Elementary on being named Best Public Elementary School by the Main Street Awards.	Mrs. Lisa Trail
A. The Best of MCS-Chef Jack Sawyers Procedural Item	Dr. Trey Duke
B. Recognition of Discovery School Students-National Winners at Beta Convention- 1st Place Drawing-Tala Khanfar 6th Place-5th Grade Language Arts-Alaina Schrader 10th Place-4th Grade Language Arts-Tosin Adeyemo Action Item	
C. Presentation of Board of Distinction Plaque 2026-2029 by Mr. Steve Haley, Dickson County Board Member and TSBA Mid Cumberland District Director Procedural Item	Chair Amanda Moore
D. Recognition of New Administrative Staff for 2026-2027 Kimberly Hix-Principal at Cason Lane Academy Enuel Caraballo-Assistant Principal at Cason Lane Academy Crystal Landis-Assistant Principal at Erma Siegel Elementary	Dr. Trey Duke

Carissa Crismon-Assistant Principal at Bradley Academy Cherie Richardson-Coordinator of Science/Social Studies Procedural Item	
E. Spotlight on Education-Highlights of Summer Professional Development Sessions Procedural Item	Sheri Arnette
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 6-23-26 Board Minutes Consent Item	
B. Approval of Agreement-LanLink Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 4.204, <i>Instructional Use of Digital Devices</i> , on Second Reading Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Black Fox Elementary Eagle Scout Project Action Item	Dr. Trey Duke
B. Approval of Board Policy 2.100, <i>Fiscal Management Goals</i> , on First Reading Action Item	Ms. Lauren Bush
C. Approval of Board Policy 4.6031, <i>Promotion and Retention Based on TCAP Results</i> , on First Reading Action Item	Ms. Lauren Bush
D. Approval of Board Policy 5.200, <i>Separation Practices for Tenured Teachers</i> , and Board Policy 5.201, <i>Separation Practices for Non-Tenured Teachers</i> , on First Reading Action Item	Ms. Lauren Bush
E. Approval of Board Policy 5.310, <i>Vacations and Holidays</i> , on First Reading Action Item	Ms. Lauren Bush
F. Approval of Board Policy 6.202, <i>Home Schools</i> , on First Reading Action Item	Ms. Lauren Bush
G. Approval of Board Policy 6.306, <i>Interference/Disruption of School Activities</i> , on First Reading Action Item	Ms. Lauren Bush
H. Approval of Board Policy 6.4053, <i>Private Pay Applied Behavior Analysis Services</i> , on first reading Action Item	Ms. Lauren Bush
I. Approval of Instruction on Human Trafficking Awareness and Prevention Action Item	Dr. Trey Duke
J. Approval of Student Fees for 2026-2027 Action Item	Dr. Trey Duke
K. Approval of Participation in Purchasing Cooperatives for New Fiscal Year Action Item	Dr. Trey Duke
L. Approval of Contract-Scales Roof	Dr. Trey Duke

Action Item	
M. Approval of Middle TN Extermination Contract Action Item	Dr. Trey Duke
N. Approval of Johnson Controls Agreement for FY27 Fire Protection Services Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Personnel Report Information Item	Dr. Trey Duke
B. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

MINUTES

Board of Education Regular Meeting

June 23, 2026 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Absent: Mr. David Settles. In Attendance: Dr. Trey Duke, Sheri Arnette, Lisa Trail, Don Bartch, Ken Rocha, Daniel Owens, Angela Fairchild, Caitlin Bullard, Quinena Bell, Kim Fischer, April Zavisa, Micky Brooks, Tony Bailey, Robin Rapp Assistant City Attorney Macy Woldt, and City Liaison Bill Shacklett	Chair Amanda Moore
A. Public Comment Procedural Item	Chair Amanda Moore
B. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Discovery School Principal, Dr. Caitlin Bullard, and Hobgood Elementary School Principal, Ms. Quinena Bell.	
C. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1	Chair Amanda Moore
III. COMMUNICATIONS Information Item - Many schools have already scheduled kindergarten screenings. Dates and details can be found on each school's website. - ESP fall registration is now open. Please visit the ESP website for full details and registration information. - The Back-to-School Bash, in partnership with Murfreesboro Muslim Youth and other community partners, will be held on Saturday, July 25 at Mitchell-Neilson Primary. Additional details will be shared closer to the event. - MERV, Chewy, and CHOW are now serving across Murfreesboro as part of our Summer Feeding Program. - Finally, we look forward to honoring four distinguished educators on Thursday evening during our 3rd Annual Hall of Fame. This year we will honor Ms. Becci Bookner, Ms. Susan Gendrich, Dr. Linda Gilbert and Ms. Cindy Jones. - ESP registration does include KinderCamp. - We have school supply lists on our website, but if students are in need of school supplies, we will have them. - A complete schedule for breakfast and lunch is on our website. Anyone 18 and younger can receive meals through our Summer Feeding Program.	Mrs. Lisa Trail
A. The Best of MCS-Tony Bailey Procedural Item	Dr. Trey Duke
IV. CONSENT ITEMS	Chair Amanda Moore

Minutes
Page 1 of 6
June 23, 2026
Recorded by L. VanCleave

MISSION STATEMENT: To assure academic and personal success for each child.

Consent Agenda Motion to approve consent agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	
A. Approval of 6-9-26 Board Minutes Consent Item	
B. Approval of Contract-FY27 Senso Renewal Consent Item	
C. Approval of Contract-Imagine Learning Consent Item	
D. Approval of Contract-Upland Software Consent Item	
E. Approval of Contract-JHA Photography Consent Item	
F. Approval of Contract-Studies Weekly Social Studies Curriculum Materials Purchase Consent Item	
G. Approval of Request for Extended Utilization of School Buses Consent Item	
H. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.400 <i>School Board Meetings</i> on Second Reading Consent Item	
ii. Approval of Board Policy 1.402, <i>Notification of Meetings</i> , on Second Reading Consent Item	
iii. Approval of Board Policy 1.403, <i>Agendas</i> , on Second Reading Consent Item	
iv. Approval of Board Policy 5.302, <i>Sick and Bereavement Leave</i> , on Second Reading Consent Item	
v. Approval of Board Policy 5.303, <i>Personal and Professional Leave</i> , on Second Reading Consent Item	
vi. Approval of Board Policy 6.3041, <i>Title IX and Sexual Harassment</i> , on Second Reading Consent Item	
I. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Contract-Coursemojo AI Teaching Assistant Agreement Action Item Present: Mr. David Settles (6:15 p.m.) Motion to approve Contract-Coursemojo AI Teaching Assistant Agreement. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Board Chair Amanda Moore asked how students would interact with the program and what measures were in place to ensure student safety. Micky Brooks explained that the program operates within a closed AI system containing only fifth- and sixth-grade reading and language arts content aligned to the district's curriculum. Ms. Moore also asked about the technology currently being used in classrooms and the results achieved thus far. Mr. Brooks reported that feedback from teachers has been overwhelmingly positive. Board Member Barbara Long shared that she had personally contacted teachers participating in the pilot program and had received very positive feedback regarding their experience.	Dr. Trey Duke

Dr. Trey Duke stated that Sheri Arnette will provide the Board with a demonstration of the program during the August Board workshop.	
B. Approval of Contract-Open Up Resources ELA Instructional Materials Action Item Motion to approve Contract-Open Up Resources ELA Instructional Materials. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0 Dr. Duke noted that this is an annual renewal of ELA instruction materials for students in grades K-6 grade.	Dr. Trey Duke
C. Approval of Contract-Studies Weekly Agreement for TN Science Materials Action Item Motion to approve Contract-Studies Weekly Agreement for TN Science Materials. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0 Dr. Duke noted that these materials are for students in K-5 and are included in the list of instructional materials by the Tennessee Textbook and Instructional Materials Commission.	Dr. Trey Duke
D. Approval of Contract-CDWG Microsoft Annual Renewal Action Item Motion to approve Contract-CDWG Microsoft Annual Renewal. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
E. Approval of Agreement with Master Fence for Fence at MNE Action Item Motion to approve Agreement with Master Fence for Fence at MNE. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0 Dr. Duke noted that the fence will be installed at Mitchell-Neilson Primary due to the Little Sprouts program moving to the Primary building.	Dr. Trey Duke
F. Approval of Contract-iReady Classroom Mathematics Materials Annual Purchase Action Item Motion to approve Contract-iReady Classroom Mathematics Materials Annual Purchase. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Board Chair Amanda Moore asked whether the contract included tangible instructional materials or online access only. Dr. Trey Duke explained that the contract provides each student with both a printed textbook and online access.	Dr. Trey Duke
G. Approval of Contract-SWC 424 Motorola Radios Action Item Motion to approve Contract-SWC 424 Motorola Radios. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Dr. Trey Duke
H. Approval of MOU-2026-2027 SRO MOU with MPD Action Item Motion to approve MOU-2026-2027 SRO MOU with MPD. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 Dr. Trey Duke reported that Murfreesboro City Schools will have 27 School Resource Officers (SROs) next year. He noted that each school is assigned at least one SRO, while the district's larger schools have two. Dr. Duke also expressed the district's appreciation to the City of Murfreesboro for its continued partnership in providing SROs for MCS schools. Board Member Jimmy Richardson asked about the primary role of SROs in the schools, specifically whether they are focused on crime and discipline or on safety. Dr. Duke responded	Dr. Trey Duke

that they serve both purposes. He explained that their presence enhances school safety and allows principals to focus on their leadership responsibilities. He added that SROs will be teaching classes for fifth-grade students, assist with securing school buildings during large events, and have made a positive impact during several incidents throughout the past school year.	
I. Approval of Budget Amendment-FY26 General Purpose Transportation Action Item Motion to approve Budget Amendment-FY26 General Purpose Transportation. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Dr. Trey Duke
J. Approval of Budget Amendment-FY26 Interfund Summer School Action Item Motion to approve Budget Amendment-FY26 Interfund Summer School. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Dr. Trey Duke
K. Approval of Strategic Plan 2026-2031 Action Item Motion to approve Strategic Plan 2026-2031. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0 Board Member Jimmy Richardson expressed his enthusiasm for the district's Strategic Plan. Board Member Barbara Long commented that the Strategic Plan is the result of a great deal of hard work. Board Member David Settles commended Dr. Trey Duke for the significant effort involved in developing and implementing the Strategic Plan, noting that it provides valuable guidance to the Board as it works to fulfill its mission of serving students, particularly in light of reduced school funding. He also remarked that Dr. Duke's leadership makes the Board's work easier. Board Vice Chair Butch Campbell also commended Dr. Duke for his leadership. Board Chair Amanda Moore commented that the Board is actively engaged in the district's Strategic Plan. She observed that, in many organizations, strategic plans are developed but rarely revisited. She stated that Dr. Duke's leadership helps ensure that Murfreesboro City Schools' Strategic Plan remains an active, guiding document that keeps the Board focused on its goals.	Dr. Trey Duke
L. Approval of April Revenue and Expenditure Action Item Motion to approve April Revenue and Expenditure. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Enrollment (PTR) Report-Period 9 Information Item	Mr. Ken Rocha
B. Personnel Report Information Item Dr. Trey Duke informed the Board that newly hired teachers are not included on the report until after their first day of employment.	Dr. Trey Duke
C. Director's Evaluation Results Information Item Board Chair Amanda Moore reported the results of Dr. Trey Duke's annual evaluation. She explained that the evaluation consists of two components. Dr. Duke received a score of 4.82 out of 5 on the first component and 4.92 out of 5 on the second component.	Chair Amanda Moore

The Board congratulated and thanked Dr. Duke for his leadership and service. Ms. Moore stated that the evaluation results reflect the outstanding job Dr. Duke is doing, noting that both the Board and the employees who report directly to him gave him exceptionally high ratings. Board Member Jimmy Richardson commented that the evaluation results are a reflection of the district's Strategic Plan and its implementation. Dr. Duke expressed his appreciation, stating that he is fortunate to work alongside an outstanding leadership team and that the success of the organization is the result of a strong, collaborative team effort. Board Vice Chair Butch Campbell congratulated Dr. Duke on his evaluation and jokingly remarked that he hoped the high ratings would not encourage him to seek a position elsewhere. Board Member Karen Dodd commented that she had often heard that no one receives a perfect score of five on evaluations and remarked that perhaps Dr. Duke would achieve that milestone next year. During Board comments, Mr. Campbell also noted that at the previous meeting the Board had discussed the installation of basketball courts at Black Fox Elementary and Erma Siegel Elementary. He shared that he had observed the concrete pad had already been poured at Black Fox, indicating progress on the project.	
D. Director's Update Information Item Dr. Trey Duke reported that the district's Summer School program will conclude on Thursday. He commended Sheri Arnette and her team for their leadership, stating that the program has been a tremendous success. Dr. Duke shared that he had recently visited several Summer School sites and was impressed to see that, even during the final week, teachers remained fully engaged in providing quality instruction. Dr. Duke also reminded the Board that the district's third Hall of Fame induction ceremony would be held on Thursday and encouraged Board members to attend if their schedules permitted. He noted that this was the final Board meeting of the 2025-2026 school year and reminded members that the next regular Board meeting would be held on July 28. He also commented that the Board would have the opportunity to be together before then at the TSBA Summer Law Conference. Board Member Karen Dodd shared that she had visited Black Fox Elementary's Summer School program earlier that day and was impressed by what she observed. She commented that the student-to-teacher ratio allowed for effective small-group instruction and noted that students were well-behaved, working diligently, and excited to be attending school during the summer. Board Member David Settles asked whether the district had reached capacity for Summer School enrollment. Sheri Arnette reported that attendance had averaged approximately 900 students per day. She explained that initial enrollment was around 1,200 students before assessment results were released, after which some parents chose to withdraw their children from the program. Mr. Settles also asked whether Summer School enrollment had increased compared to the previous year. Ms. Arnette confirmed that it had, noting that approximately 800 students participated last year. She added that this is the district's fifth year of offering Summer School and expressed her belief that the program continues to improve each year.	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0	Chair Amanda Moore

The meeting adjourned at 6:49 p.m.	
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Director of Schools

Agenda Item Title: LanLink Contract for Cabling and Camera Installation

Board Meeting Date: July 28, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☒ |
| Action Item | ☐ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

The Technology Department requests approval of Contract No. 2027-IT-012 with LanLink for cabling and camera installation at Black Fox, Bradley, Cason Lane, Discovery, Hobgood, Northfield, Pittard, Reeves-Rogers, and Siegel schools. LanLink will install and connect new cameras and associated cabling, use existing cabling where appropriate, seal openings from removed cameras, coordinate camera-view adjustments with IT, and provide testing, certification, as-built drawings, and test results. The completed cabling system will include a two-year warranty.

Staff Recommendation

Approve contract with LanLink for Cabling and Camera Installation

Fiscal Impact

The cost is not to exceed \$25,000 and will be paid from the FY27 Technology budget, account number 141-72250-470, using General Purpose funds.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City Schools
2552 South Church Street, Murfreesboro TN 37127
Phone (615) 893-2313 **Fax** (615) 893-2352
cityschools.net



CONTRACT REVIEW FORM

Requesting Department/School: Technology

Contract: Cabling and Camera Scope of Work

Vendor: LanLink

Contract Term: Date of Installation + Warranty Cost: \$25,000

Is Board approval required: ☒ Yes ☐ No Board Meeting Date: Consent- 7/28/26

Legal Review

Contract Identifier: 2027-IT-012

Is the contract subject to a grant agreement? ☐ Yes ☒ No

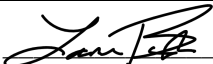
Is there a contract renewal option? ☐ Yes ☒ No Contract Monitoring Date: _____

Does the contract require student information? ☐ Yes ☒ No

Does this contract involve technology services, software, or equipment? ☒ Yes ☐ No

Are any amendments to the contract required? ☐ Yes ☒ No

Brief description of amendments and/or other comments:

Legal Approval:  Date: 7/8/26

Finance Review

Was the contract awarded through an ITB/RFP? ☐ Yes ☒ No

Procurement Reference Number (ITB/RFP): _____

If no ITB/RFP, has vendor selection been justified through form? ☐ Yes ☐ No ☐ N/A

If no ITB/RFP or vendor selection form, does an exception apply? ☐ Yes ☐ No ☐ N/A

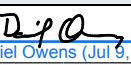
If yes, identify applicable exception: _____

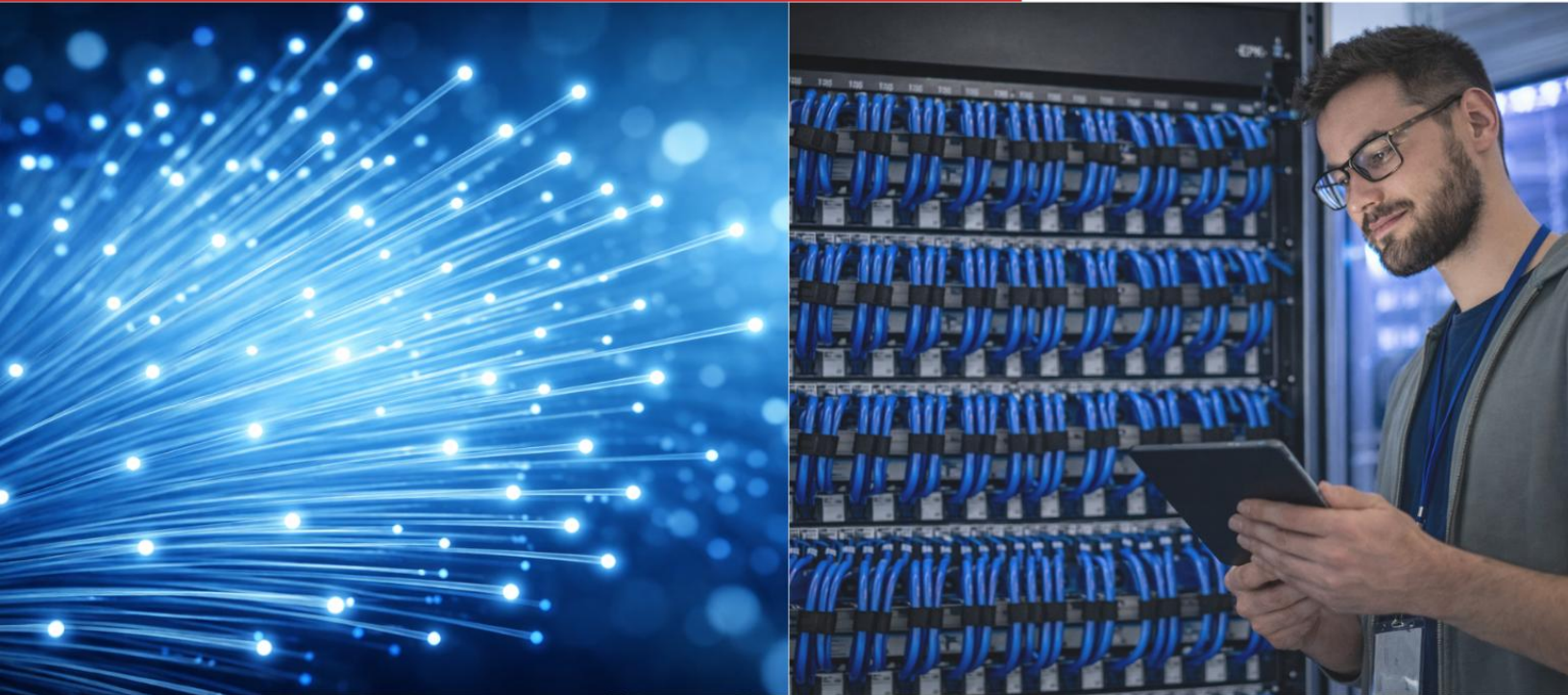
Budget Account Number: 141-72250-470

Funding Source: ☒ General Purpose ☐ Federal ☐ Other: _____

Other comments:

Budgeted \$25,000 for FY27

Finance Approval:  Daniel Owens (Jul 9, 2026 11:25:44 CDT) Date: 09/07/2026



CONTRACT PROPOSAL

LOW VOLTAGE INSTALLATION

PREPARED FOR:

Murfreesboro City Schools
2552 South Church St
Murfreesboro, TN
37127

PREPARED BY:

Jeremiah Johnson
7/8/26



SCOPE OF WORK

Summary

LanLink will furnish all labor and testing required for the project, as outlined below. The project will be managed by a full-time, BICSI Registered Communications Distribution Designer (RCDD) to ensure proper planning and installation. All work will be performed by BICSI-trained technicians, and all lead technicians will be BICSI Level II certified (or higher).

General Scope of Work

- **Black Fox** – Install 2 new cables and 2 new cameras.
- **Bradley** – Install 2 new cables and 2 new cameras.
- **Cason Lane** – Install 4 new cables and 5 new cameras. (if existing cable can be relocated for the 5th camera).
- **Discovery** – Install 1 new cable and 3 new cameras.
- **Hobgood** – Install 1 new camera and use the existing cable.
- **Northfield** – Install 2 new cables and 2 new cameras.
- **Pittard** – Install 1 new camera and use existing cabling (if it will reach).
- **Reeves Rodgers** – Install 1 new camera and use existing cable that is coiled in the ceiling.
- **Siegel** – Install 3 new cables and 4 new cameras.
- Lanlink shall seal any openings from removed cameras.
- Lanlink shall patch in cameras and call IT to adjust the view.
- Lanlink will use a backbox and flexible conduit to install the cabling on the corner.
- LanLink will provide regular progress and financial updates to ensure we do not surpass the allotted budget.



PROJECT COMPLETION

Certification & Documentation

Upon completion of installation, the applicable data cabling system will be fully tested and certified end-to-end—from each outlet to the corresponding patch panel termination.

Each data cable that we installed will be certified to verify compliance with current TIA/EIA standards.

The project will not be considered complete until the customer/owner has received a digital copy of the As-built drawing, as well as a digital copy of the test results.



WARRANTY

The completed data distribution system, in it's entirety, shall be warranted for a period of 2 years from the completion of testing and system acceptance by the Engineer or Owner.



PAYMENT TERMS

Terms

Payment terms are net 30 from the invoice date. Projects taking more than 30 days will be progressively billed at the end of each month. If your company requires Purchase Orders, a copy must be provided to LanLink prior to work beginning.

Estimated Cost: \$20,000 - \$25,000

Total Cost: Not To Exceed \$25,000.00

By signing below you are agreeing to the scope of work listed above and the payment terms set forth in the payment section.

 Bobby N. Duke III

AUTHORIZED SIGNATURE:



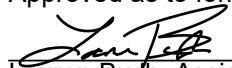
09/07/2026

DATE:

THIS PROPOSAL IS VALID FOR 30 DAYS



Approved as to form:



Lauren Bush, Assistant City Attorney

Agenda Item Title: Second Reading: Board Policy 4.204, *Instructional Use of Digital Devices*

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☒ |
| Action Item | ☐ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

This is the 2nd reading of Board Policy 4.204, *Instructional Use of Digital Devices*. This new policy was drafted to comply with Public Chapter 808 of the Tennessee Public Acts of 2026. PC 808 requires all school districts serving students in grades kindergarten through five to develop a policy establishing requirements for age-appropriate instructional use of digital devices. This policy prioritizes teacher-led instruction and non-electronic materials, limits device use to educational purposes, restricts student access to social media during the instructional day, and includes exceptions required by state law. The policy also authorizes the Director of Schools to develop administrative directives, procedures, forms, notices, and other guidance necessary to implement this policy and to ensure compliance with applicable state and federal law.

In addition to the policy which requires Board approval, the Board is being provided with the Administrative Directive that was developed to implement the policy. The Administrative Directive does not require Board approval but is being provided for informational purposes.

Staff Recommendation

Approval of Policy 4.204, Instructional Use of Digital Devices, second reading.

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and

enhance student learning.

☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring:

Review: Annually, in
November

Descriptor Term:

Instructional Use of Digital Devices

Descriptor Code:

4.204

Issued Date:

[Click here to
enter a date.](#)

Rescinds:

Issued:

1 The Board shall provide for the age-appropriate and instructional use of digital devices by students.
2 “Digital devices” are defined as electronic hardware used for instructional purposes that can access,
3 process, store, or transmit data.¹

4 In-person, teacher-led instruction and the use of non-electronic instructional materials shall be
5 prioritized as the primary mode of instruction for students. District-issued digital devices for students
6 shall be used only for instructional purposes that provide a clear educational benefit. Electronic
7 assessments and digital instructional tools shall be developmentally appropriate and aligned with state
8 academic standards.¹

9 Students shall not access social media platforms through internet services provided by the District
10 during the instructional day. For purposes of this policy, “social media” is defined as a form of
11 interactive electronic communication through an internet website or application by which a user
12 creates a service-specific profile to connect with other users for communication or content sharing.¹

13 This policy shall not prohibit the use of digital devices for any of the following:

- 14 1. Targeted instructional support, intervention, or remediation;
15 2. Accommodations or services required under the Individuals with Disabilities Education Act,
16 Section 504 of the Rehabilitation Act, or the Americans with Disabilities Act;²
17 3. Administration of a universal screener adopted by the State Board of Education, a Tennessee
18 universal screener, dyslexia screenings, state-adopted benchmark assessments, or other
19 assessments required by state or federal law;
20 4. Teacher preparation, lesson planning, or professional use;
21 5. Public virtual schools;
22 6. Homebound instruction;³
23 7. Remote instructional days;⁴ or
24 8. Hybrid learning days.⁵

25 The Director of Schools is authorized to develop administrative directives, procedures, forms, notices,
26 and other guidance necessary to implement this policy and to ensure compliance with applicable state
27 and federal law.

28 The District shall keep parents and legal guardians informed about the digital devices and instructional
29 technology generally used by students, including the instructional purposes for such use. The Director
30 of Schools shall determine the manner and timing of this notice, which may include student
31 handbooks, annual notices, school or district communications, or administrative directives.

Legal References

1. Public Acts of 2026, Chapter No. 808
2. 20 U.S.C. § 1400 et seq.; 29 U.S.C. § 794; 42 U.S.C. § 12101 et seq.
3. TCA 49-10-1101
4. TCA § 49-6-3004(i)
5. TCA § 49-6-30040

Cross References

Instructional Standards 4.101

Administrative Directive Title: Digital Device Use in Instructional Settings	AD Number: 4.204.1	Adopted: August 2026
Policy References: Board Policy 4.204 – Instructional Use of Digital Devices		Revised:

This Administrative Directive establishes procedures for implementing Board Policy 4.204 and for ensuring that digital devices are used for instructional purposes in a manner that is age appropriate, educationally beneficial, and consistent with District expectations.

Digital devices shall be used to support instruction and shall not replace in-person, teacher-led instruction as the primary mode of student learning.

INSTRUCTIONAL USE STANDARD

Digital devices may be used during instructional time when the use:

1. Supports an identified instructional objective;
2. Provides a clear educational benefit;
3. Is appropriate for the age and developmental level of the students;
4. Is aligned with applicable academic standards or student learning needs;
5. Can be actively supervised by District staff; and
6. Is consistent with Board policy, District technology procedures, and applicable law.

Digital device use should be limited or avoided when the instructional objective can be more effectively achieved through direct instruction, discussion, written work, printed materials, manipulatives, movement, or other non-electronic instructional methods.

DISTRICT-DESIGNATED INSTRUCTIONAL PLATFORMS

The District may identify software platforms, applications, websites, assessment tools, and digital resources approved or designated for instructional use.

The District, through its Technology Department, shall maintain and periodically update an official list of approved instructional platforms. The list shall identify the approved instructional purpose, applicable grade level or course, and any conditions or limitations governing use of each platform. A District-designated platform may be used only for the approved instructional purpose and grade level unless otherwise authorized by the District.

Use of a designated platform does not eliminate the obligation of teachers and administrators to ensure that the specific activity is instructionally appropriate.

Schools and staff shall not require routine student use of non-designated instructional platforms without District review or approval.

REQUESTS FOR ADDITIONAL INSTRUCTIONAL PLATFORMS

Requests to add software platforms, applications, websites, assessment tools, or digital resources to the District-designated instructional platform list shall be submitted through the process established by the District. Requested platforms may be reviewed for instructional alignment, student privacy, data security, accessibility, age appropriateness, cost, compatibility with District systems, and compliance with applicable law and Board policy.

A platform shall not be used for routine student instruction unless it has been approved or otherwise authorized by the District.

PERMITTED USES FOR DIGITAL DEVICES DURING INSTRUCTIONAL TIME

Digital devices may be used for the following purposes:

1. Delivery or reinforcement of instructional content;
2. Student practice, production, or demonstration of learning;
3. Targeted instructional support, intervention, or remediation;
4. Universal screeners, benchmark assessments, dyslexia screenings, state assessments, or other required assessments;
5. Accessibility tools, assistive technology, accommodations, or services required by an IEP, Section 504 Plan, or applicable law;
6. Homebound, remote, hybrid, or virtual instruction;
7. Teacher preparation, lesson planning, grading, and professional responsibilities; and
8. Other instructional uses approved by the principal, Director of Schools, or designee.

PARENT AND GUARDIAN NOTICE

The District shall provide parents and legal guardians with general information regarding digital devices and instructional technology used by students. Notice shall be provided through the Parent and Student Handbook. Information regarding digital devices, instructional technology, and approved instructional platforms shall also be made available on the District's website or other District-approved online resources.

NON-INSTRUCTIONAL AND LIMITED USES

Nothing in this directive prohibits staff-supervised use of digital devices for limited, non-instructional purposes when approved by the teacher or school administrator and otherwise consistent with Board policy, District technology procedures, and applicable law. Examples of permitted non-instructional use may include, but are not limited to:

1. Indoor recess;
2. Class reward or celebration activities;
3. Designated free-choice or free-day activities;
4. Before-school or after-school supervised activities; or
5. Other school-approved activities that occur under staff supervision.

Non-instructional use of digital devices shall remain subject to District filtering, monitoring, acceptable use expectations, and staff supervision. Students shall not access social media platforms through District-provided internet services during the instructional day.

Agenda Item Title: Surplus Items

Board Meeting Date: July 28, 2026

Department: Finance and School Operations

Presented by: Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☒ |
| Action Item | ☐ |
| Reports and Information | ☐ |
-

Summary

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

Staff Recommendation

Recommending approval of the surplus of the items specified within this packet.

Fiscal Impact

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

SPED

(d)1 Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars (\$250), may be disposed of without the necessity of bids as required by this section."

~~s (\$250).~~
500.00

8th Gen SPED iPads 26-27

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

[illegible]

In accordance with TCA 49-6-2007 (d)1 and (d)2, we the undersigned authorize disposal of the items listed above."

Old Fort

date 7/16/26

date 7/21/26

date 7/21/26

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING / / COPY TO PRINCIPAL OR SUPERVISOR / /

COPY TO INVENTORY CONTROL / / COPY TO VENDOR / /

NOTES ON DISPOSAL METHOD:~ :

SIGNATURE _____

DATE _____

Equipment	Asset Tag	Make	Model	Serial Number	Value
iPad	21-02380	Apple	8th Generation	DMQFQBV9Q1GC	\$0
iPad	21-02396	Apple	8th Generation	DMQFQARKQ1GC	\$0
iPad	21-02424	Apple	8th Generation	DMQFQ6Q8Q1GC	\$0
iPad	21-02426	Apple	8th Generation	DMQFQBGXQ1GC	\$0
iPad	21-02385	Apple	8th Generation	DMQFQA2QQ1GC	\$0
iPad	21-02394	Apple	8th Generation	DMQFQFPZQ1GC	\$0
iPad	21-02369	Apple	8th Generation	DMQFQ2MLQ1GC	\$0
iPad	21-02454	Apple	8th Generation	DMQFQA0NQ1GC	\$0
iPad	23-0897	Apple	8th Generation	F6QMF0K4Q1GC	\$0
iPad	23-0680	Apple	8th Generation	F6QM20DYQ1GC	\$0
iPad	21-02423	Apple	8th Generation	DMQFQFNQQ1GC	\$0
iPad	21-02388	Apple	8th Generation	DMQFQ659Q1GC	\$0
iPad	21-02401	Apple	8th Generation	DMPFPJ95Q1GC	\$0
iPad	21-02375	Apple	8th Generation	DMQFQFMJQ1GC	\$0
iPad	21-02372	Apple	8th Generation	DMQFQFS0Q1GC	\$0
iPad	21-02364	Apple	8th Generation	DMQFQH5NQ1GC	\$0
iPad	21-02410	Apple	8th Generation	DMQFQFQE1GC	\$0
iPad	21-02383	Apple	8th Generation	DMQFQ8XH1GC	\$0
iPad	21-02381	Apple	8th Generation	DMQFQB6AQ1GC	\$0
iPad	21-02376	Apple	8th Generation	DMQFQ08AQ1GC	\$0
iPad	21-02368	Apple	8th Generation	DMPFQX8GQ1GC	\$0
iPad	21-03583	Apple	8th Generation	FNXJ40B8Q1GC	\$0
iPad	21-02405	Apple	8th Generation	DMQFQCKPQ1GC	\$0
iPad	21-03614	Apple	8th Generation	FFLHP0CUQ1GC	\$0
iPad	21-02350	Apple	8th Generation	DMQFN2FQQ1GC	\$0
iPad	21-03582	Apple	8th Generation	FNXJ40JHQ1GC	\$0
iPad	21-02434	Apple	8th Generation	DMQFQ55ZQ1GC	\$0
iPad	21-02432	Apple	8th Generation	DMQFQ2D1Q1GC	\$0
iPad	21-02422	Apple	8th Generation	DMQFQ3PYQ1GC	\$0
iPad	21-02430	Apple	8th Generation	DMQFQE6JQ1GC	\$0
iPad	21-02425	Apple	8th Generation	DMQFQD63Q1GC	\$0
iPad	21-02392	Apple	8th Generation	DMQFQDGNQ1GC	\$0
iPad	21-02389	Apple	8th Generation	DMQFQ2HWQ1GC	\$0
iPad	21-02420	Apple	8th Generation	DMQFQFU7Q1GC	\$0
iPad	21-02414	Apple	8th Generation	DMQFQ7KLQ1GC	\$0
iPad	21-02382	Apple	8th Generation	DMPFQWQFQ1GC	\$0
iPad	21-02359	Apple	8th Generation	DMQFQ9Z7Q1GC	\$0
iPad	7180	Apple	8th Generation	F9FDC0UBQ1GD	\$0
iPad	21-02400	Apple	8th Generation	DMQFQFVCQ1GC	\$0
iPad	21-02452	Apple	8th Generation	DMQFQFSFQ1GC	\$0
iPad	21-02377	Apple	8th Generation	DMQFQD6SQ1GC	\$0
iPad	21-02437	Apple	8th Generation	DMQFQA1VQ1GC	\$0
iPad	23-1017	Apple	8th Generation	F6QMP085Q1GC	\$0

iPad	21-02433	Apple	8th Generation	DMQFQ85JQ1GC	\$0
iPad	21-02448	Apple	8th Generation	DMQFQ7K3Q1GC	\$0
iPad	21-02445	Apple	8th Generation	DMQFQA0SQ1GC	\$0
iPad	21-02421	Apple	8th Generation	DMQFQCMWQ1GC	\$0
iPad	21-02361	Apple	8th Generation	DMPFQY1PQ1GC	\$0
iPad	21-02395	Apple	8th Generation	DMQFQDBLQ1GC	\$0
iPad	21-02443	Apple	8th Generation	DMQFQFZVQ1GC	\$0
iPad	21-02446	Apple	8th Generation	DMQFQ2LNQ1GC	\$0
iPad	21-02449	Apple	8th Generation	DMQFQ3UAQ1GC	\$0
iPad	21-02409	Apple	8th Generation	DMQFQHB1Q1GC	\$0
iPad	21-02438	Apple	8th Generation	DMQFQG7LQ1GC	\$0
iPad	21-02439	Apple	8th Generation	DMQFQ9KVQ1GC	\$0
iPad	21-02371	Apple	8th Generation	DMQFQ7C9Q1GC	\$0
iPad	21-02373	Apple	8th Generation	DMQFQD7EQ1GC	\$0
iPad	21-02387	Apple	8th Generation	DMQFQH8SQ1GC	\$0
iPad	21-02393	Apple	8th Generation	DMPFQWEMQ1GC	\$0
iPad	21-02441	Apple	8th Generation	DMQFQALSQ1GC	\$0
iPad	21-02413	Apple	8th Generation	DMQFQFLIQ1GC	\$0
iPad	21-02379	Apple	8th Generation	DMQFQD7XQ1GC	\$0
iPad	21-02378	Apple	8th Generation	DMQFQCY2Q1GC	\$0
iPad	21-02351	Apple	8th Generation	DMPFM3WKQ1GC	\$0
iPad	21-02403	Apple	8th Generation	DMQFQDPUQ1GC	\$0
iPad	23-0792	Apple	8th Generation	F6QM9061Q1GC	\$0
iPad	21-02416	Apple	8th Generation	DMQFQCURQ1GC	\$0
iPad	21-02417	Apple	8th Generation	DMQFQFTQQ1GC	\$0
iPad	21-02418	Apple	8th Generation	DMQFQA4UQ1GC	\$0
iPad	21-02419	Apple	8th Generation	DMQFQCTPQ1GC	\$0
iPad	21-02357	Apple	8th Generation	DMQFQDTHQ1GC	\$0
iPad	21-02355	Apple	8th Generation	DMQFQ7KGQ1GC	\$0
iPad	21-04295	Apple	8th Generation	FNXKL0J0Q1GC	\$0
iPad	21-03471	Apple	8th Generation	FNXHD0N1Q1GC	\$0
iPad	21-02408	Apple	8th Generation	DMQFQE49Q1GC	\$0
iPad	21-02431	Apple	8th Generation	DMQFQFT6Q1GC	\$0
iPad	21-02352	Apple	8th Generation	DMQFQ2WWQ1GC	\$0
iPad	21-02354	Apple	8th Generation	DMQFQEMXQ1GC	\$0
iPad	21-02450	Apple	8th Generation	DMPFQYF2Q1GC	\$0
iPad	21-02447	Apple	8th Generation	DMQFQB9GQ1GC	\$0
iPad	21-02429	Apple	8th Generation	DMPFP3ENQ1GC	\$0
iPad	21-02370	Apple	8th Generation	DMQFQ8QE1GC	\$0
iPad	21-02440	Apple	8th Generation	DMQFQE6LQ1GC	\$0
iPad	21-02398	Apple	8th Generation	DMQFQFJZQ1GC	\$0
iPad	21-02442	Apple	8th Generation	DMQFQG97Q1GC	\$0
iPad	21-02397	Apple	8th Generation	DMQFQFBKQ1GC	\$0
iPad	21-02411	Apple	8th Generation	DMPFQWH0Q1GC	\$0

iPad	21-03585	Apple	8th Generation	FNXHX0PYQ1GC	\$0
iPad	21-02390	Apple	8th Generation	DMQFQFDPQ1GC	\$0
iPad	21-02365	Apple	8th Generation	DMQFQ9NPQ1GC	\$0
iPad	21-03586	Apple	8th Generation	FNXHW1DRQ1GC	\$0
iPad	21-02362	Apple	8th Generation	DMQFQHA5Q1GC	\$0
iPad	962145	Apple	7th Generation	GG7CRVXNMF3M	\$0

Primary Gym

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

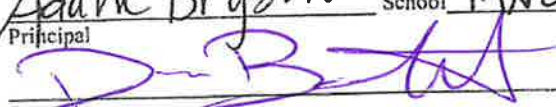
- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Student Desks					
Student Chairs					
Tables					
Metal Storage Cabinets					
Cubby - Zedlin					
Teacher chair					
Bookshelf					
Computer cart					
Whiteboard chart cart					
Filing cabinets					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Adam Bryson School MNS Date 07/16/26
Principal

 Date 7/16/26
Supervisor

Bobby W. Duke III Date 7/21/26
Director of Schools

Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
2-wooden tables - in room A5					
1-rolling chair					
4-maroon arm chairs					
1-U-shaped table					
40-small classroom chairs					
2-small yellow chairs					
17-blue trimmed desks					
4-blue chairs					
1-small rolling bookshelf					
1-small green table					
1-small filing cabinet					
22-old desks (student)					
1-interactive white board					
1-non-working scrubbing machine					

located on
gym stage

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Cheryl C. Street
Principal

School Black Fox

Date 7/14/26

[Signature]
Supervisor

Date 7/15/26

B. Byrd
Director of Schools

Date 7/21/25

Board Chairman

Date _____

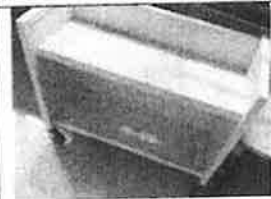
For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

Black Fox Disposal

7.13.26

	Art Room- 2 tables
	Gym Stage- One old rolling chair
	Gym Stage- 4 maroon chairs, 1 broken green and maroon chair
	Gym Stage- 1 u-shape table (not box on top), 40 chairs, 2 yellow chairs,
	Gym Stage- 17 older blue trimmed desks (from Scales), 4 blue chairs
	Gym Stage- 1 rolling shelf, 1 small green painted table, 1 small filing cabinet



Gym Stage- 22 desks



Gym Stage- Interactive White Board



Gym Stage- Non-working Scrubbing Machine

CO	Laptop	Dell	Latitude 5400	H4XK353	962492	Bad mobo
CO	Laptop	Dell	Latitude 5480	9x9p7h2	960314	Bad Mobo
	Chromebook	Dell	3100	g2x1zb2	959989	Will not update
	Chromebook	Dell	3100	1bx1zb2	959977	Will not update
	Desktop	Dell	OptiPlex 7090 Ultra	J0T80C3	965065	bad motherboard
CO	Docking Station	Dell	K17A	BB08MK2	960594	Damaged cable
CO	Laptop	Dell	Latitude E5570	6QBDC2	960126	Won't update to Windows 11
CO	chromebook	Dell	3100	H8ZCHB3	8895	Damaged charging port
CO	chromebook	Dell	3100	G0CCHB3	8884	Logic Board
CO	chromebook	Dell	3100	6QZN4Y2	19-02171	Damaged headphone jack
CO	chromebook	Dell	3100	5XX0C73	7486	bad logic board
RRE	Chromebook	Dell	3100	3mVDHB3	8791	bad motherboard
RRE	Chromebook	Dell	3100	3R0P6C3	21-00390	Bad charging port
RRE	Chromebook	Dell	3100	D28C9Y2	19-01962	2019, Retiring for parts
RRE	Chromebook	Dell	3100	GQ1T8Y2	19-03124	2019, retiring for parts
RRE	Chromebook	Dell	3100	f30d9y2	19-01960	2019, Retiring for parts
RRE	Chromebook	Dell	3100	1K4PXY2	19-00531	2019, Retiring for parts
RRE	Chromebook	Dell	3100	HLZM5Y2	19-01922	2019, Retiring for parts
RRE	Chromebook	Dell	3100	7DBSXY2	19-01355	2019, Retiring for parts
RRE	Chromebook	Dell	3100	D4YLY2	19-00479	2019, Retiring for parts
RRE	Chromebook	Dell	3100	FH4PXY2	19-00456	2019, Retiring for parts
RRE	Chromebook	Dell	3100	8T3V983	8067	bad motherboard
RRE	Chromebook	Dell	3100	2C3WB73	7609	bad motherboard
RRE	Chromebook	Dell	3100	9dpd9b3	8820	bad motherboard
RRE	Chromebook	Dell	3100	DZ7L6C3	21-01522	bad motherboard
RRE	Chromebook	Dell	3100	4JHH6C3	21-00991	bad motherboard
HG	Chromebook	Dell	3100	3T5R6C3	21-01734	bad motherboard
HG	Chromebook	Dell	3100	9TK0C73	7282	bad motherboard
HG	Chromebook	Dell	3100	HSHR6C3	21-00606	bad motherboard
HG	Chromebook	Dell	3100	J6XM6C3	21-01730	bad motherboard
HG	Chromebook	Dell	3100	5FSQC73	964697	bad charging port

HG	Chromebook	Dell	3100	GC2L6C3	21-00187	bad charging port
HG	Chromebook	Dell	3100	255VR53	964367	damaged headphone port
HG	Chromebook	Dell	3100	DCCJ6C3	21-00474	won't charge
HG	Chromebook	Dell	3100	BTVR6C3	21-01742	won't power on
HG	Chromebook	Dell	3100	HMBVR53	964611	won't power on
HG	Chromebook	Dell	3100		19-00225	old asset
HG	Chromebook	Dell	3100	JT3L5Y2	19-00544	old asset
HG	Chromebook	Dell	3100	DBSRXY2	19-02910	old asset
Salem	Chromebook	Dell	3100	DYPP6C3	21-02199	damaged charging port
Salem	Chromebook	Dell	3100	54LG6C3	21-00113	won't turn on
Salem	Chromebook	Dell	3100	4KBK6C3	21-00162	won't turn on
Salem	Chromebook	Dell	3100	65WK6C3	21-00283	won't turn on
Salem	Chromebook	Dell	3100	9RHQ6C3	21-00628	won't turn on
Salem	Chromebook	Dell	3100	50DG6C3	21-01108	won't turn on
Salem	Chromebook	Dell	3100	D3LG6C3	21-00887	won't turn on
Salem	Chromebook	Dell	3100	HQ1L6C3	21-00234	won't turn on
Salem	Chromebook	Dell	3100	70DR6C3	21-00190	won't turn on
Salem	Chromebook	Dell	3100	F0HS6C3	21-01157	Won't turn on
Salem	Chromebook	Dell	3100	65WK6C3	21-00283	Won't turn on
Salem	Chromebook	Dell	3100	50DG6C3	21-01108	Won't turn on
Salem	Chromebook	Dell	3100	4PHR6C3	21-00511	Won't turn on
Salem	Chromebook	Dell	3100	4KBK6C3	21-00162	Won't turn on
Salem	Chromebook	Dell	3100	96DR6C3	21-00270	Won't turn on
Salem	Chromebook	Dell	3100	gzlhb3	8724	Won't turn on
Salem	Chromebook	Dell	3100	G1VN6C3	21-00097	Won't turn on
Salem	Chromebook	Dell	3100	50DR6C3	21-00108	Won't turn on
Salem	Chromebook	Dell	3100	GBBR6C3	21-02183	Won't turn on
Salem	Chromebook	Dell	3100	JJML6C3	21-00271	Won't turn on
Salem	Chromebook	Dell	3100	709R6C3	21-01534	Won't turn on
Salem	Chromebook	Dell	3100	3ZBP6C3	21-01845	Won't turn on
Salem	Chromebook	Dell	3100	JCXR6C3	21-01008	Won't turn on

Salem	Chromebook	Dell	3100	FRX073	7214	Won't turn on
Salem	Chromebook	Dell	3100	FFBR6C3	21-01689	Won't turn on
Salem	Chromebook	Dell	3100	GYJS6C3	21-01152	Won't turn on
Salem	Laptop	Dell	Latitude 5400	1KR5353	962695	Not Compliant
Salem	Chromebook	Dell	3100	8XCR6C3	21-00630	Won't turn on
Salem	Chromebook	Dell	3100	5C2TR53	963195	Won't turn on
Salem	Laptop	Dell	Latitude 5400	GXFRF13	19100149	Not Compliant
Salem	Laptop	dell	Latitude 5400	2PCN453	962756	Not Compliant
Salem	Laptop	dell	Latitude 3340	11YP912	13-003807	Not Compliant
Salem	Chromebook	dell	3100	HDTL6C3	21-00349	won't turn on
Salem	Chromebook	Dell	3100	5R0P6C3	21-00398	Won't turn on
CO	iPad	Apple	iPad Air	DMVLT1A3FK10	13-1312	Won't update due to age
HG	iPad	Apple	A1395	DMPG96NWDHFW	3255	Won't update due to age
JPE	Chromebook	Dell	3100	F03WB73	7472	Bad mobo
JPE	Chromebook	Dell	3100	H44M6C3	21-02070	Bad mobo
JPE	Chromebook	Dell	3100	BZ60C73	7533	Bad mobo
JPE	Chromebook	Dell	3100	DFVP9Y2	19-00216	2019, Retiring for parts
JPE	Chromebook	Dell	3100	1V0W0X2	961560	Bad mobo
JPE	Chromebook	Dell	3100	d5gn0x2	961564	Bad mobo
JPE	Chromebook	Dell	3100	5FMQ6C3	21-02139	Bad mobo
JPE	Chromebook	Dell	3100	J7MBH83	8595	bad mobo
JPE	Chromebook	Dell	3100	GDK01X2	961561	bad mobo
JPE	Chromebook	Dell	3100	6F6S6C3	21-01944	bad mobo
JPE	Chromebook	Dell	3100	8FNN6C3	21-01634	bad mobo
JPE	Chromebook	Dell	3100	G4K0C73	7649	bad mobo
JPE	Chromebook	Dell	3100	7W0P6C3	21-00591	bad mobo
JPE	Chromebook	Dell	3100	D33S983	7904	bad mobo
ESE	Chromebook	Asus	C202SA-YS02	H7NXC00N211272	052017-0003	Won't update
DS	Chromebook	HP		scd9377crr	966577	bad mobo
ESP (HG)	iPad	Apple	8th Generation	DMQFFWB0Q1GC	102428	Damaged screen
HG	Chromebook	Dell	3100	FF4G6C3	21-01698	Won't Charge

HG	Chromebook	Dell	3100	3N8MH83	8768	damaged charging port
HG	Chromebook	Dell	3100	BQ8R6C3	21-00517	won't turn on
HG	Chromebook	Dell	3100	44QR6C3		damaged charging port
HG	Chromebook	Dell	3100	2PCR6C3	21-01056	won't charge
HG	Chromebook	Dell	3100	J6MBH83	8769	won't charge
HG	Chromebook	Dell	3100	2TSH6C3	21-01701	won't turn on
HG	Chromebook	Dell	3100	D37DH83	8327	won't turn on
HG	Chromebook	Dell	3100	DJJP6C3	21-01827	won't turn on
RRE	Chromebook	Dell	3100	5BTXXQ3	21-03630	bad mobo
BF	Chromebook	Dell	3100	HKXR6C3	21-01092	won't turn on
BF	Chromebook	Dell	3100	BGMR6C3	21-00616	won't turn on
BF	Chromebook	Dell	3100	JS2QR53	964297	damaged charging port
BF	Chromebook	Dell	3100	GZ7L6C3	21-00242	won't turn on
CO SPED	iPad	Apple	7th Generation	GG7CRTVZMF3M	962149	Won't update to latest iOS
CO SPED	iPad	Apple	7th Generation	GG7CRUARMF3M	962153	Won't update to latest iOS
BF	Chromebook	Dell	3100	F9HYR53	963152	won't turn on
BF	Chromebook	Dell	3100	816CH83	8866	won't turn on
BF	Chromebook	Dell	3100	G4PRR53	964068	Damaged headphone port
HG	iPad	Apple	A1395	F5RK5L2VDFHW	3732	Won't update to latest iOS
SA	iPad	Apple	7th Generation	DMQZL4GSMF3M	N/A	Won't update to latest iOS
SA	iPad	Apple	7th Generation	DMQZL9Y3MF3M	N/A	Won't update to latest iOS
SA	iPad	Apple	6th Generation	GG7YJ1NBJF8M	961513	Won't update to latest iOS
SA	iPad	Apple	6th Generation	GG7YJ7BBJF8M	961514	Won't update to latest iOS
SA	iPad	Apple	6th Generation	GG7YJ516JF8M	961511	Won't update to latest iOS
SA	iPad	Apple	6th Generation	GG7YJ70DJF8M	961515	Won't update to latest iOS
SA	iPad	Apple	6th Generation	GG7YJ67HJF8M	961512	Won't update to latest iOS
ESE	iPad	Apple	6th Generation	GG7XJ8Z5JF8J	917	Won't update to latest iOS
ESE	iPad	Apple	5th Generation	DMRVK9MWHLF9	729	Won't update to latest iOS
NF	iPad	Apple	Air 2	DMPP6K3DG5VW	N/A	Won't update to latest iOS
HG	Chromebook	Dell	3100	7BXSRE3	964550	Won't turn on
HG	Chromebook	Dell	3100	9YFR6C3	21-01710	damaged charging port

HG	Chromebook	Dell	3100	1H6D9Y2	19-02480	old asset
CO SPED	Chromebook	Dell	Chromebook 11 3180	fhb17h2	960417	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	20tymq2	961053	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	53gymq2	961052	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	j4rz6h2	960428	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	6fbzmq2	961054	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	9fpzmq2	961062	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	dmzzmq2	961065	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	23427h2	960424	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	ccb17h2	960416	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	2dlz6h2	960415	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	jwhzmq2	961064	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	fh327h2	960418	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	jgtzmq2	961056	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	dhpzmq2	961058	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	6jvs6h2	960420	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	8hbzmq2	961057	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	77js6h2	960427	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	dg907h2	960419	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	81cs6h2	960426	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	1fpzmq2	961060	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	jdtzmq2	961059	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	9ky26h2	960423	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	dqzzmq2	961061	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	2g327h2	960425	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	2m227h2	960422	Won't update to latest OS
CO SPED	Chromebook	Dell	Chromebook 11 3180	fp007h2	960421	Won't update to latest OS
SC	Chromebook	Dell	3100	B15VR53	964139	headphone jack busted
SC	Chromebook	Dell	3100	8kb19y2	19-00068	mobo
SC	Chromebook	Dell	3100	7l70c73	7344	mobo
SC	Chromebook	Dell	3100	6n3wb73	7222	mobo

SC	Chromebook	Dell	3100	d1fr53	964317	keyboard ribbon cable torn
SC	Chromebook	Dell	3100	8v9h6c3	21-00920	headphone jack busted
CO SPED	iPad	Apple	iPad 2	DN6GJVYHDFHW	2775	Won't update to latest OS due to age
CO SPED	iPad	Apple	iPad 2	DN6GK61DDFW	2752	Won't update to latest OS due to age
CO SPED	iPad	Apple	iPad 2	DN6FP4QCDKPJ	2393	Won't update to latest OS due to age
CO SPED	iPad	Apple	iPad 6th Generation	GG7XF9UCJF8J	961039	Won't update to latest OS due to age
CO SPED	iPad	Apple	iPad Mini 4	F9FTP5KCGHKJ	960281	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRV6ZMF3M	962155	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD26GJMF3M	6656	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD26X6MF3M	6662	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRUYTMF3M	962154	Won't update to latest OS due to age
CO SPED	iPad	Apple	9th Generation	JCQW52KP4K	21-04043	Screen damaged
CO SPED	iPad	Apple	9th Generation	CM6NYQRW12	21-04041	Screen damaged
CO SPED	iPad	Apple	8th Generation	DMQFQAE8Q1GC	21-02374	Screen damaged
CO SPED	iPad	Apple	iPad Air (1st Generation)	DMQMWS8VFK10	958650	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD2504MF3M	6668	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRVTJMF3M	962147	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD25S8MF3M	6661	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRWNMMF3M	962148	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	DMPCW3DCMF3M	6300	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	DMPCWKJGMF3M	6301	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRVCFMF3M	962152	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRU7CMF3M	962157	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRV42MF3M	962156	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD2934MF3M	6655	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD26J0MF3M	6669	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD28D2MF3M	6664	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD24HZMF3M	6667	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRW6CMF3M	962159	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD278DMF3M	6660	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD26EAMF3M	6672	Won't update to latest OS due to age

CO SPED	iPad	Apple	7th Generation	F6MD25SMMF3M	6658	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD27N8MF3M	6663	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CXF4RMF3M	6302	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD28R0MF3M	6666	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD25K0MF3M	6665	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD28LSMF3M	6674	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD26VQMF3M	6671	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	F6MD26SPMF3M	6670	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRVC4MF3M	962150	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRX4FMF3M	962146	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	DMPCWLU7MF3M	6299	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	DMQCVAWWMF3M	6298	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	FNXJ31WGMF3M	21-03584	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRW53MF3M	962151	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CRUBRMF3M	962158	Won't update to latest OS due to age
CO SPED	iPad	Apple	7th Generation	GG7CXD08MF3M	6303	Won't update to latest OS due to age
ESE	iPad	Apple	6th Generation	DMPXMUPJJF8J	2010	Won't update to latest OS due to age
CO SPED	iPad	Apple	8th Generation	DMQFQD15Q1GC	21-02356	Won't turn on
HG	Chromebook	Dell	3100	C2M2YQ3	21-03805	won't turn on
BF	Chromebook	Dell	3110	CW3N9W3	23-0612	damage to multiple parts
CO	Laptop	Dell	6430u	N/A	13-000138	old asset
CO	Laptop	Dell	6430u	60RXXY1	13-000247	old asset
CO	Laptop	Dell	5400	BN7K453	962683	Old Asset
CO	Chromebook	Dell	3100	BXYWB73	7440	won't turn on
CO	Chromebook	Dell	3100	129QXY2	19-00700	won't turn on
CO	Laptop	Dell	6430u	78NXXY1	13-000199	old assett
CO	Chromebook	Dell	3100	FVYK5Y2	19-01872	old asset / bad lcd
CO	Chromebook	Dell	3100	5GZ09Y2	19-00963	old asset
CO	Laptop	Dell	3340	44Y2F32	13-003871 / 100837	old asset
CO	Chromebook	Dell	3100	FN009Y2	19-00371	old asset / trackpad
CO	Laptop	Dell	5480	84Y46M2	960584	old asset

CO	Laptop	Dell	5480	2JTHM2	960611	old asset
MD	Laptop	Dell	XPS P30G	B16TZW1	958655	old asset
RR	Chromebook	Dell	3110	FN009Y2	21-05198	broke
CO	Chromebook	Dell	3110	DDWK6C3	21-01608	busted lcd / won't turn on
CO	Chromebook	Dell	3100	C6GXR53	963167	broke
CO	Chromebook	Dell	3100	1HYL6C3	21-02105	broke
CO	Chromebook	Dell	3100	HJZM9Y2	19-01965	Will not load
CO	Chromebook	Dell	3100	67XR6C3	21-02131	broke
CO	Chromebook	Dell	3100	CW9MHB3	8340	wont turn on
CO	Chromebook	Dell	3100	6YKWR53	963722	broke
CO	Chromebook	Dell	3100	329PHB3	8886	reeves disposals
CO	Chromebook	Dell	3100	6F7IC73	7463	reeves disposals
CO	Chromebook	Dell	3100	GLSTR53	964583	reeves disposals
CO	Chromebook	Dell	3100	BTGDHB3	8396	reeves disposals
CO	Chromebook	Dell	3100	CKJVR53	963168	reeves disposals
CO	Chromebook	Dell	3100	4JCL6C3	21-00860	reeves disposals
CO	Chromebook	Dell	3100	5XPM6C3	21-00291	reeves disposals
CO	Chromebook	Dell	3100	2DQPR53	964227	reeves disposals
CO	Chromebook	Dell	3100	65PQ6C3	21-01540	reeves disposals
CO	Chromebook	Dell	3100	9SMBHB3	8404	reeves disposals
CO	Chromebook	Dell	3100	GHXCHB3	8901	reeves disposals
CO	Chromebook	Dell	3100	FFDP6C3	21-01485	reeves disposals
CO	Chromebook	Dell	3100	7Z5V9B3	7933	reeves disposals
CO	Chromebook	Dell	Latitude 3380	C4P67F2		reeves disposals
CO	Chromebook	Dell	3100	1ZZL6C3	21-01869	reeves disposals
CO	Chromebook	Dell	3100	40VL5Y2	19-01853	reeves disposals
CO	Chromebook	Dell	3100	73PS6C3	21-00580	reeves disposals
CO	Chromebook	Dell	3100	hb609y2	19-00091	reeves disposals
CO	Chromebook	Dell	3100	9frly2		reeves disposals
CO	Chromebook	Dell	3100	1cvn6c3	21-00379	reeves disposals
CO	Chromebook	Dell	3100	F2DR6C3	21-00544	reeves disposals

CO	Chromebook	Dell	3100	980M6C3	21-02028	reeves disposals
CO	Chromebook	Dell	3100	1WFR6C3	21-02079	reeves disposals
CO	Chromebook	Dell	3100	CPFC9Y2		reeves disposals
CO	Chromebook	Dell	3100	5JBM5Y2	19-01886	reeves disposals
CO	Chromebook	Dell	3100	J7XD9Y2		reeves disposals
CO	Chromebook	Dell	3100	7PFC9Y2		reeves disposals
CO	Chromebook	Dell	3100	J3W9Hb3	8890	reeves disposals
ESE	Chromebook	Asus	C202S	H7NXCX00N211272	052017-0003	Too old
ESE	Chromebook	Dell	P22T	5096962	699	Too old
CO	Chromebook	Dell	3100	34LXR53	964336	bad logic board
ESE	iPad	Apple	Mini 4	F9FTPBTBGHKJ	730	Won't update to latest OS due to age
ESE	iPad	Apple	iPad 2	F5RK67Y8DFHW	N/A	Won't update to latest OS due to age
CO	Chromebook	Dell	3100	G5XVR53	964216	Won't turn on
CO	Chromebook	Dell	3100	2DY09Y2	19-02035	broke
CO	Chromebook	Dell	3100	567DHB3	8860	broke
CO	Chromebook	Dell	3100	FVBVR53	964286	Headphone jack
CO	Desktop	Dell	Optiplex 7060	DV4QHQ2	960982	Won't update
CO	Chromebook	Dell	3100	6LWN9Y2	19-01977	damage / old asset
CO	Chromebook	Dell	3100	JDLCB3	8802	bad logic board
CO	Chromebook	Dell	3100	JK3N5Y2	19-01882	won't turn on
RR	Projector	Hitachi	CP-X2011N	F18U10411	2613	old asset
CO	Chromebook	Dell	3100	DYKP6C3	21-01600	won't turn on
CO	Chromebook	Dell	3100	N/A	19-00500	Broke
CO	Chromebook	Dell	3100	JS7L6C3	21-01559	Broke
CO	Chromebook	Dell	3100	5DM09Y2	19-02440	Broke
CO	Chromebook	Dell	3100	D59WB73	7523	Broke
CO	Chromebook	Dell	3100	BX6BH83	8874	Broke
CO	Chromebook	Dell	3100	474H6C3	21-00436	broke
CO	Chromebook	Dell	3100	FHSTR53	964378	broke
CO	Chromebook	Dell	3100	CQ8MHB3	8766	broke
CO	Chromebook	Dell	3100	5N9MHB3	8779	broke

CO	Chromebook	Dell	3100	BH7YR53	963343	Broke
CO	Chromebook	Dell	3100	93FXB73	7241	Broken
CO	Chromebook	Dell	3100	CSLYB73	7367	Broken
CO	Chromebook	Dell	3100	1T9ZB73	7375	Broken
CO	Desktop	Apple	Imac 17"	W87102DLVUX	N/A	old asset
CO	Desktop	Apple	Imac 17"	N/A	956412	old asset
CO	Desktop	Apple	Imac 17"	N/A	956488	old asset
CO	Desktop	Apple	Imac 17"	N/A	956695	old asset
CO	Desktop	Apple	Imac 17"	N/A	956440	old asset
CO	Desktop	Apple	Imac 17"	N/A	956430	old asset
CO	Chromebook	Dell	3100	5GZM9Y2	19-02413	broke
CO	Monitor	Dell	P2213f	CN-0FP04F-72872-392-EEVS	NA	Screen cracked
CO	Computer	Dell	Optiplex 9030 AIO	CW1GZ12	959134	Motherboard
CO	Computer	Dell	Optiplex 7440 AIO	6gjcb02	NA	Will not turn on
CO	Printer	Lexmark	MS617dn	45146phh3h1bl	960705	will not work
CO	Chromebook	Dell	3100	8J4P6C3	21-00869	broke
CO	Chromebook	Dell	3100	9S5M6C3	21-01874	broke
CO	Chromebook	Dell	3100	GVFS6C3	NA	broke
CO	Chromebook	Dell	3100	1L71C73	7419	broke
CO	Laptop	Dell	5490	DR912X2	961669	broke
CO	Laptop	Dell	5520	JZYYY93	965234	broke
CO	Laptop	Dell	6430u	N/A	13-000428	broke
CO	Chromebook	Dell	3100	F15XB73	7575	black screen
CO	Chromebook	Dell	3100	7BKD9Y2	19-01132	broken
CO	Chromebook	Dell	3100	BS0Y293	8167	broken
CO	Chromebook	Dell	3100	4SRG6C3	21-00881	broken
CO	Chromebook	Dell	3100	7TRZB73	7394	broken
CO	Chromebook	Dell	3100	8X7L6C3	21-01561	broken
Co	Chromebook	Dell	3100	G9JB9Y2	19-02371	broken
CO	Chromebook	Dell	3100	JQ8PHB3	8888	broken
CO	Chromebook	Dell	3100	6S7L6C3	21-01564	broken

CO	Chromebook	Dell	3100	696T983	7985	broken
CO	Chromebook	Dell	3100	G5XM6C3	21-01656	broken
ESP	Laptop	Dell	3340	G1Z8B12	101339	old asset
CO	Printer	Lexmark	T652dn	794CGLB	N/A	broke
CO	Desktop	Apple	iMac G5	W85496YMTAQ	955245	

Dena Thomas

From: Kimberly Hix
Sent: Tuesday, June 23, 2026 10:21 AM
To: Dena Thomas
Subject: Surplus Property Form
Attachments: 3027_001.pdf

Good morning,

One last surplus form! Thank you!!



Kimberly Hix
Principal

615.898.7145
kimberly.hix@cityschools.net
1330 Cason Lane, Murfreesboro, TN 37128
@Cason Lane Academy



Dena Thomas

From: Caitlin Bullard
Sent: Wednesday, June 24, 2026 1:52 PM
To: Dena Thomas
Subject: Surplus Discovery
Attachments: Surplus Form 6-24-26.pdf

Good afternoon-

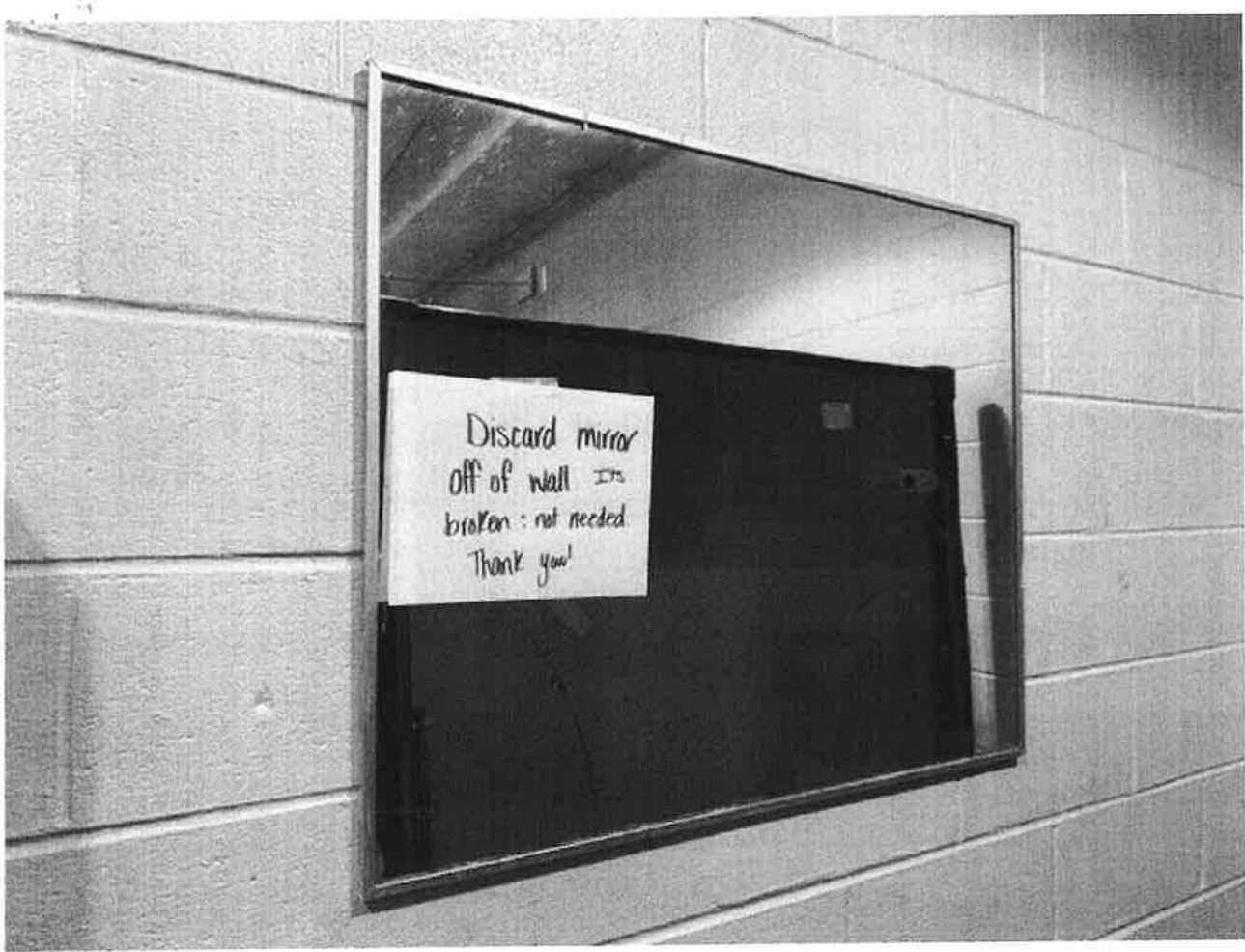
We have just a couple of items that need to be surplused from the gym equipment room.

Thanks,

Dr. Caitlin Bullard
Principal
Discovery School
@DSExplorers

Mission: To creatively challenge students to explore, discover, and develop their personal and academic potential.





SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
1- Steam Kettle					\$ 100
3- Pass thru Warmers					
3- Pass thru coolers					
} these have been sitting outside in the elements					-0-

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal School _____ Date _____

Supervisor Date _____

D. B. ...
Assistant Superintendent of School Operations or Director of Technology Date 7/1/26

Bobby Duke III
Director of Schools Date 7/6/26

Board Chairman Date _____

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: *Baechus* Date: 7/1/26

File From Adam 6/24/26

Sat outside in the weather

#	Brand	Model #	Item Type	Electrical Req.	Dept.	Color	Condition	
126	Groen	DEE/4-60	Tilt Kettle	Unk.	Nutrition	Stainless	Unknown (Unk.)	
127	Victory	HA-1D-7-PT	Pass Thru Warmer	208-240 3 Phase	Nutrition	Stainless	Unknown (Unk.)	
128	Victory	HA-1D-7-PT	Pass Thru Warmer	208-240 3 Phase	Nutrition	Stainless	Unknown (Unk.)	
129	Victory	HA-1D-7-PT	Pass Thru Warmer	208-240 3 Phase	Nutrition	Stainless	Unknown (Unk.)	
130	Victory	RA-1D-S7-PT	Pass Thru Cooler	120V	Nutrition	Stainless	Unknown (Unk.)	
131	Victory	RA-1D-S7-PT	Pass Thru Cooler	120V	Nutrition	Stainless	Unknown (Unk.)	
132	Victory	RA-1D-S7-PT	Pass Thru Cooler	120V	Nutrition	Stainless	Unknown (Unk.)	
133	WMC	8004	Economy Recovery Couch		Nursing	Dutch Blue	OK	72Lx24Wx18H
134	WMC	8902	Pediatric Recovery Couch		Nursing	Regiment Blue	OK	72Lx26Wx23H

Print Pictures

Date: 06/30/20

ES

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

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closet

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closet

the items listed above.

Sonya Cox _____ School ESE Date 6/30/26
Principal

D. Butler _____ Date 7/1/26
Supervisor

Betty Ann Dulle III _____ Date 7/6/25
Director of Schools

_____ Date _____
Board Chairman

Notes on Disposal Method:

Signature: _____ Date: _____

Nat.

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
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	0000178				
	0000160				
	0000173				
	0000169				
	0000172				
	0000171				
	0000168				
	0000166				
	0000167				
	0000165				
	0000161				
	0000182				
	0000176				
	0000175				

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal _____ School _____ Date _____

D. B. [Signature]

Date 7/1/26

Supervisor

Bobby Duke III

Date 7/6/26

Director of Schools

Date _____

Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: *[Signature]*

Date: 7/1/26

cont'd on back

Based on Tenn. Code Ann. § 49-6-2007(d)

- Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

ESP walkie bases

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
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	103185				
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	101086				
	100992				
	101998				
	101083				
	101386				
	101385				
	101106				
	100937				
	101005				

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above. *101076*

Principal School _____ Date _____

Supervisor *7/13/26* Date *7/10/24*
Bobby W. Duke II Date *7/14/26*
Director of Schools

Board Chairman Date _____

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

A6

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
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		these have been			
		here since the			
		school opened, I'm			
		Sure.			
		C. Platter -			

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above

Sonya Cox
Principal

School ESE

Date 7-20-24

Supervisor

Assistant Superintendent of School Operations or Director of Technology

Bobby W. Duke IV
Director of Schools

Date

Date

Date

Date

Board Chairman

For inventory control use: copy to central office receiving _____; copy to principal or supervisor _____; copy to inventory control _____; copy to vendor _____

Notes on Disposal Method:

Signature: _____

Date: _____

Agenda Item Title: Black Fox Elementary Eagle Scout Project

Board Meeting Date: July 28, 2026

Department: Schools- Black Fox Elementary

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

J. Baker will present a proposed Eagle Scout service project for Black Fox Elementary School that includes two colorful buddy benches on the school playgrounds and a blessing box for nonperishable food donations. The benches would be secured in concrete in an area mutually agreed to by the school. The blessing box would make donated food available to students, families, and community members in need.

Staff Recommendation

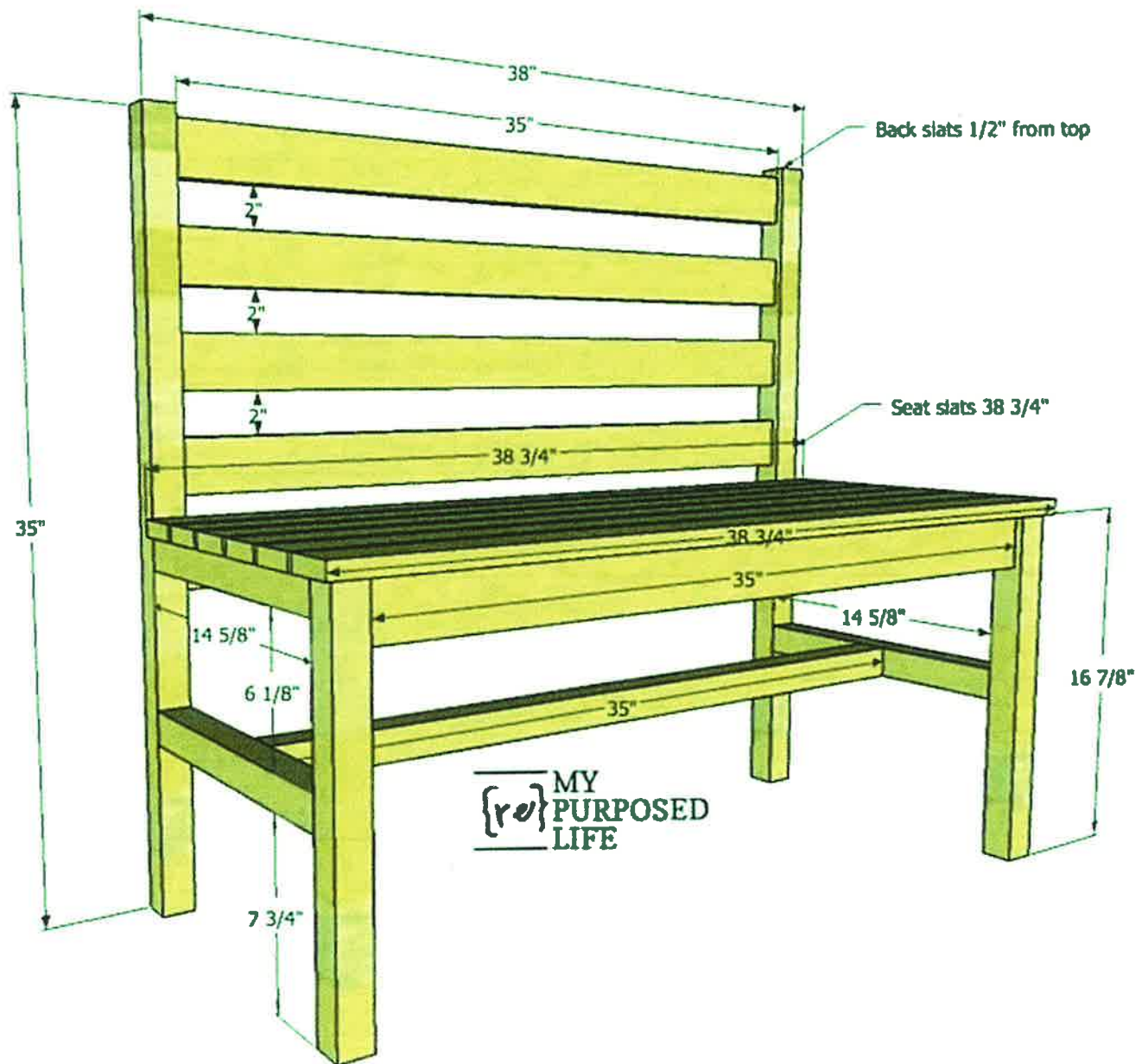
Approve installation of the two buddy benches and blessing box at Black Fox Elementary School, as these items will become permanent fixtures on campus.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.



Agenda Item Title: Board Policy 2.100, *Fiscal Management Goals*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☐ |
| Action Item | ☒ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

Recent guidance from the Tennessee Comptroller's Office in *Fiscal Health Principles for Tennessee School Districts and Local Governments* recommends that boards require annual internal control reviews. MCS Board Policy 2.100 has been revised to reflect this recommendation. The District's internal controls are maintained through administrative directives and departmental internal control manuals.

Staff Recommendation

Approve changes to Board Policy 2.100, *Fiscal Management Goals*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring:
**Review: Annually, in
September**

Descriptor Term:

Fiscal Management Goals

Descriptor Code:
2.100

Issued Date:
10/24/17

Rescinds:

Issued:
01/09/2408/11/26

The Board shall practice sound fiscal management procedures which guarantee^s maximum use of all resources provided. The Board assumes responsibility, within its financial capabilities, for providing at public expense all items of equipment, supplies,^a and services that may be required in the interest of education in the schools under its jurisdiction.¹

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In fiscal management, the Board seeks to achieve the following goals:

1. To engage in advance planning, with broad-based staff and community involvement;
2. To establish levels of funding which will provide quality education for the system's students;
3. To use the available techniques for budget development and management;
4. To provide timely and appropriate information to all staff with fiscal management responsibilities; and
5. To require the Director of Schools to establish-develop efficient procedures for accounting, reporting, purchasing and delivery, payroll, payment of vendors and contractors, internal controls, and all other areas of fiscal management. Financial policies and accompanying procedures shall be review annually to ensure ongoing compliance.²

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Legal References

1. TCA 49-3-314(c); *Tennessee Internal School Funds Manual*, Section 1-53-1

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2. Tenn. Comptroller of the Treasury, *Fiscal Health Principles for Tenn. School Districts and Local Governments* (2026)

4.

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Agenda Item Title: Board Policy 4.6031, *Promotion and Retention Based on TCAP Results*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revision to Board Policy 4.6031 clarifies the third-grade promotion pathway based on the most recently administered state-provided benchmark assessment. Consistent with State Board Rule 0520-01-03-.16(8), the policy will specify that, for this pathway, the state-provided benchmark assessment is the Tennessee Universal Reading Screener provided by the Department. The clarification does not create or require a separate third-grade benchmark assessment.

Staff Recommendation

Approve changes to Board Policy 4.6031, *Promotion and Retention Based on TCAP Results*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☒ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Promotion and Retention Based on TCAP Results	Descriptor Code: 4.6031	Issued Date: Click here to enter a date.
		Rescinds: IS 14	Issued: 12/13/22

General

In addition to the requirements in Board Policy 4.603, the school district shall comply with the additional requirements below for promotion and retention of students in grade three (3) and four (4), in accordance with the Tennessee Learning Loss Remediation and Student Acceleration Act and T.C.A. § 49-6-3115.

Decision of Retention – Third Grade¹

Third grade students shall not be promoted to the next grade unless they are determined to be proficient (i.e., receive a performance level rating of “[on-track meeting](#)” or “[mastered exceeding expectations](#)”) in English language arts (ELA) based on the student’s most recent Tennessee Comprehensive Assessment Program (TCAP) test.

Students who are not proficient in ELA may still be promoted if the following conditions are met:

1. A student in third grade receiving a performance level rating of “approaching” on the ELA portion of the student’s most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA;
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-test at the end of the camp; or
 - e. The student receives tutoring for the entirety of the next school year in accordance with state law;
 - f. The student demonstrates proficiency in ELA standards by scoring ~~within~~ at or above the fiftieth percentile on the most recently administered state-provided benchmark assessment (i.e., the Tennessee Universal Reading Screener provided by the department) and the district provides tutoring services to the student during the entire fourth grade school year and notifies the student’s parent/guardian, in writing, of the benefits of enrolling the student in summer programming; or
 - e.g. The student was administered a state-mandated assessment pursuant to TCA 49-1-616(d) as a third-grade student and the student demonstrates proficiency in ELA based on the student scoring within the fiftieth percentile on the most recently administered universal reading screener approved by the State Board of Education or the Tennessee universal reading screener.²

2. A student in third grade receiving a performance level rating of “below” on the ELA portion of the student’s most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA; or
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next school year in accordance with state law.

Decision of Retention – Fourth Grade¹

~~Students in the following categories shall show adequate growth in the following ways before being promoted to the fifth grade:~~

- ~~1. A student who is promoted to the fourth grade due to receiving tutoring for the entirety of the next school year in accordance with state law or because of attending a learning loss bridge camp must maintain a ninety percent (90%) attendance rate; and~~
- ~~1. A student receiving tutoring for the entirety of the next school year in accordance with state law shall be required to show adequate growth on the fourth grade ELA portion of TCAP before the student may be promoted to fifth grade.~~

~~Students in the following categories may be promoted to fifth grade if they demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test:~~

- ~~1. A student who was promoted to fourth grade due to receiving tutoring for the entirety of the fourth-grade school year; and~~
- ~~2. A student who was promoted to fourth grade due to attending a learning loss bridge camp while maintaining a ninety percent (90%) attendance rate and receiving tutoring for the entirety of the fourth grade school year.~~

~~If a student that was promoted to fourth grade under one of the provisions above does not demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test, then the following shall occur:~~

- ~~1. The student’s principal shall convene a conference consisting of the following parties: the student’s parent(s)/legal guardian, the student’s ELA teacher, and the student’s principal.~~
- ~~2. The conference shall review the student’s fourth grade ELA performance to determine if the student should be promoted to fifth grade.~~
- ~~3. At the conclusion of the conference, a majority of the parties shall agree to one of the following:~~
 - ~~a. The student will be promoted to fifth grade and be assigned a tutor for the entirety of the student’s fifth-grade year; or~~
 - ~~b. The student will be retained in fourth grade. A student shall not be retained more than once in fourth grade.~~

~~2.—~~

~~A student shall not be retained more than once in fourth grade.~~

Decision of Retention – Students with ~~Disabilities~~²Disabilities³

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Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of TCAP was due to the student's disability. The TCAP retention requirement does not supersede the school district's obligation to comply with the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act. The school district ~~shall not retain~~ shall not retain a student based on ~~the a~~ student's disability or suspected disability that impacts their ability to read.

APPEALS³ APPEALS⁴

For students where retention is required per the additional requirements for students in third and fourth grade, parent(s)/guardian(s) may appeal this decision directly to the Department of Education in accordance with state law and State Board of Education rules.⁴

Legal References

1. TRR/MS 0520-01-03-.16(7); TRR/MS 0520-01-03-.16(8)
2. Public Acts of 2026, Chapter No. 1030
3. 29 U.S.C. § 794 (Section 504); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16(7)(e). T.C.A. §49-6-3115
4. TRR/MS 0520-01-03-.16(3); TRR/MS 0520-01-03-.16(6)(e); TRR/MS 0520-01-02-.17(7); TCA 49-6-3102(e)(1)
5. TRR/MS 0520-01-03-.16(7)(f)

Cross References

Grading System 4.600
Reporting Student Progress 4.601
Promotion and Retention 4.603
Attendance 6.200
Student Assignments 6.205
Homeless Students 6.503
Student Records 6.600

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Agenda Item Title: Board Policy 5.200, *Separation Practices for Tenured Teachers*, and Board Policy 5.201, *Separation Practices for Non-Tenured Teachers*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda ☐
- Action Item ☒
- Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revisions to these policies reflect Public Chapter 898, which removes the local Board's authority to file a complaint with the State Board of Education seeking suspension of a teacher's license for a mid-year resignation and breach of contract. The policies also incorporate TSBA model-policy language authorizing the Director of Schools, during an investigation, to temporarily modify a certified employee's work status through reassignment to alternate duties, placement on administrative leave with pay, or temporary removal from the school setting, as appropriate to address safety concerns or minimize disruption to the educational environment.

Staff Recommendation

Approve changes to Board Policy 5.200, *Separation Practices for Tenured Teachers*, and Board Policy 5.201, *Separation Practices for Non-Tenured Teachers*, on first reading

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☒ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 09/13/22
		Rescinds: 5.200	Issued: 02/00/21

REPORTING OF CRIMINAL ARRESTS

All employees shall report being arrested to their immediate supervisor within two (2) days of the arrest. The supervisor must report the offense to the Director of Schools immediately, and the Director of Schools must report the arrest to the Board Chair as soon as practical.

ALLEGATIONS REQUIRING TEMPORARY REMOVAL FROM DUTY

If an investigation of a certified employee's conduct is required, the Director of Schools shall determine whether to temporarily modify the certified employee's work status based on concerns for safety or to minimize disruption to the educational environment. This may include, but is not limited to:

- Reassignment to alternate duties;
- Placement on administrative leave with pay; or
- Temporary removal from the school setting.

Such action shall not be considered disciplinary in nature but rather a precautionary measure until a determination can be made regarding an appropriate return to duties, or the imposition of disciplinary action, which could include suspension without pay.

SUSPENSION PENDING AN INVESTIGATION¹

The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. The Director of Schools may suspend a teacher with or without pay. If the suspension is without pay and the teacher is vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS^{2,3}

A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct and insubordination. Before an employee is suspended they shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director/designee at a conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

The Director of Schools may suspend a tenured teacher with or without pay. If the suspension is without pay and the teacher is reinstated, the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate penalty.

DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴

~~The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers, as defined under Tennessee law.~~

When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses which are charged, and shall be signed by the party or parties making the charges.

If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list maintained by the Board. ~~The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers, as defined under Tennessee law.~~

The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) working days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes unless the Board should vote to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. Within twenty (20) working days after receipt of notice of the decision of the Board, either party may appeal to the Rutherford County Chancery Court. The Board shall provide the entire record of the hearing to the court. ~~In the event that the decision of the Board is appealed to the Chancery court, the Board shall transmit the entire record prepared by the Director and reviewed by the Board to the Chancery court for its review.~~

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.⁵

The conditions under which it is permissible to break a contract with the Board are as follows:⁶

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board;
2. The drafting of the teacher into military service by a selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁷

~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸~~

RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or social security benefits. ~~Employees~~ Certified employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

~~Central Office personnel~~ The Human Resources Department shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee Consolidated Retirement System (TCRS) to the Human Resources Department ~~Central Office~~. It shall be the responsibility of the retiring employee to file for benefits.

Legal References

1. TCA 49-5-511(a)(3)
2. [TCA 49-2-301\(b\)\(1\)\(EE\)](#), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. ~~TCA 49-5-411(b)~~
8.

Cross References

Public Hearings 1.401
 Teacher Tenure 5.117
 Recommendations and File Transfers 5.203

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Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: Click here to enter a date.
		Rescinds: 5.201	Issued: 09/13/22

REPORTING OF CRIMINAL ARRESTS

All employees shall report being arrested to their immediate supervisor within two (2) days of the arrest. The supervisor must report the offense to the Director of Schools immediately, and the Director of Schools must report the arrest to the Board Chair as soon as practical.

ALLEGATIONS REQUIRING TEMPORARY REMOVAL FROM DUTY

If an investigation of a certified employee's conduct is required, the Director of Schools shall determine whether to temporarily modify the certified employee's work status based on concerns for safety or to minimize disruption to the educational environment. This may include, but is not limited to:

- Reassignment to alternate duties;
- Placement on administrative leave with pay; or
- Temporary removal from the school setting.

Such action shall not be considered disciplinary in nature but rather a precautionary measure until a determination can be made regarding an appropriate return to duties, or the imposition of disciplinary action, which could include suspension without pay.

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SUSPENSION PENDING AN INVESTIGATION¹

The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. The Director of Schools may suspend a non-tenured teacher with or without pay. If the suspension is without pay and the teacher is vindicated or reinstated, the non-tenured teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS²

A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director/designee at a recorded conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

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The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing before an impartial hearing officer.

The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will hear the case and the employee shall have the right to:

1. Be represented by counsel;
2. Call and subpoena witnesses;
3. Examine all witnesses; and
4. Require that all testimony be given under oath.

Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing. The employee may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) days of receipt of notice, the Director shall prepare a copy of the proceedings, ~~transcript, including all transcripts and evidence,~~ documentary ~~and other evidence presented or otherwise,~~ and provide ~~the a copy to the~~ Board ~~a copy of the same.~~

The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in the same manner as the non-tenured teacher.

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The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may appear in person or be represented by counsel and argue why the decision should be modified or reversed. In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time. The Board shall take one of the following actions:

1. Sustain the decision;
2. Send the record back if additional evidence is necessary;
3. Revise the penalty; or
4. Reverse the decision.

Before any decision to dismiss is made, a majority of the membership of the Board shall concur in sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days after the conclusion of the hearing.

The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in same manner as the non-tenured teacher.

Within twenty (20) working days after receipt of notice of the decision of the Board, either party may appeal to the Rutherford County Chancery Court. The Board shall provide the entire record of the hearing to the court.

NONRENEWAL

Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of employment enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure protections.

The principal is responsible for discussing deficiencies as part of the evaluation process with the non-tenured teacher and providing assistance for overcoming these deficiencies.

The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher the following action shall be taken:

1. The Board shall be notified at the next regular Board meeting; and
2. Written notice of non-renewal shall be sent to the teacher by certified mail, overnight carrier, or by email within five (5) business days following the last instructional day for the school year. If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall include a statement listing it as the cause for nonrenewal.³

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:⁵

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board;
2. The drafting of the teacher into military service by a selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁶

~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁷~~

RETIREMENT

Retirement is a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or Social Security benefits.

~~Certified e~~Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system. ~~Central Office personnel~~The Human Resources Department shall

1 assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring
2 employee to provide verification of eligibility in writing from the Tennessee Consolidated Retirement
3 System (TCRS) to the ~~Central Office~~ Human Resources Department. It shall be the responsibility of the
4 retiring employee to file for benefits.

5 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
6 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
7 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*
8 *policy).*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409; Public Acts of 2022, Chapter No, 678
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. ~~TCA 49-5-411(b)~~
7.

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

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Agenda Item Title: Board Policy 5.310, *Vacations and Holidays*, on First Reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revisions to Board Policy 5.310 are intended to ensure consistency in the District's administration of vacation leave. The revised policy establishes the same vacation-accrual rates for eligible classified and certified employees based on years of continuous service with MCS. It also clarifies the treatment of accrued vacation leave upon separation by limiting payment to the employee's accrued, unused vacation balance, up to a maximum of thirty (30) days, and provides that employees terminated for cause or resigning in lieu of disciplinary action are not eligible for payment unless otherwise required by law. Additionally, the revisions authorize the Director of Schools to designate certain Central Office workdays as non-working days based on District operational needs. The policy also includes organizational and clean-up revisions to clarify vacation eligibility, accrual, scheduling, carryover, holiday observance, and related administrative procedures.

Staff Recommendation

Approve revisions to Board Policy 5.310, *Vacations and Holidays*, on first reading

Fiscal Impact

The revisions are expected to have a fiscal impact. Establishing the same vacation-accrual rates for eligible classified and certified employees may increase the amount of vacation leave accrued by certain employees. Limiting vacation-leave payouts upon separation to the employee's accrued, unused balance, capped at thirty (30) days, will provide greater predictability and limit the District's potential payout liability.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☒ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring:
Review: Annually, in
February

Descriptor Term:

Vacations and Holidays

Descriptor Code:
5.310

Issued Date:
06/14/22

Rescinds:
5.310

Issued:
05/28/24

HOLIDAYS

Depending on the length of an employee's contract, paid holidays for employees of the District are:

New Year's Eve
New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Memorial Day (11 and 12-month employees only)
Independence Day (12-month employees only)
Labor Day
Thanksgiving
Day following Thanksgiving
Christmas Eve
Christmas Day

When a recognized holiday falls on a Saturday, it shall be observed on the preceding day. When a recognized holiday falls on a Sunday, it shall be observed on the following day.

~~VACATIONS~~¹**VACATION ELIGIBILITY**¹

Vacation leave is available only to eligible full-time employees employed on a twelve-month basis, as set forth in this policy.

Temporary employees and part-time employees are not eligible to earn or use vacation leave.

Employees may not transfer accrued vacation leave to Murfreesboro City Schools from a former employer.

VACATION LEAVE ACCRUAL

~~1. —Eligible twelve-month employees shall earn and accrue vacation leave based on years of continuous service with Murfreesboro City Schools. Central Office classified employees and other certified personnel employed by the District on a twelve-month, full-time basis with Murfreesboro City Schools shall earn and accrue vacation as follows:~~

Classified Employees

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~~1 thru 5 years — 1 day per month~~
~~6 thru 10 years — 1 1/4 days per month~~
~~Over 10 years — 1 1/2 days per month~~

Certified Employees

~~1 thru~~through 5 years — 1 day per month
~~6 thru~~through 10 years — 1 1/4 days per month
Over 10 years — 1 2/3 days per month

Beginning on May 28, 2024, vacation accrual based on years of service as outlined above only includes service with Murfreesboro City Schools.

Increased accrual rates shall become effective on the anniversary of the employee's date of hire, provided the employee has remained in continuous service.

Vacation days must be earned before they may be used.

Vacation leave may be taken in one-half day increments

~~2. Employees cannot transfer accrued vacation time to Murfreesboro City Schools from a former employer.~~

~~3. Temporary and part-time employees are not entitled to vacation.~~

SCHEDULING AND APPROVAL OF VACATION LEAVE

Employees shall utilize their vacation time so as to minimize disruption to District operations. The Director of Schools, department heads, and supervisors must consider ~~school system business~~District operational needs prior to approving an employee's vacation request.

~~The use of vacation time during the week before the school year begins through the first week of school and during the week before the school year ends through the first week that school is out is highly discouraged. Vacation time requests during these periods must receive the prior approval of the Director of Schools. During all other parts of the year, v~~Vacation requests must receive the prior approval of the employee's supervisor or department head. Except in emergency situations, vacation leave must be requested at least five (5) days in advance.

~~4. No more than ten (10) vacation days may be taken in succession consecutively without approval of the Director of Schools; provided, however, this rule shall be waived for medical reasons and family medical leave when an employee has no sick leave available, pursuant to applicable law or Board policy.~~

~~5. Vacation days must be earned before they can be used.~~

~~6. Vacation may be taken in 1/2 day increments.~~

~~7. The Human Resources Department shall maintain all vacation leave records and be responsible for verifying an employee's eligibility to utilize vacation time.~~

CARRYOVER AND CONVERSION TO SICK LEAVE

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~~No more than thirty (30) vacation days may be carried over after June 30, 2026. No more than thirty (30) vacation days may be carried over after June 30th of each year.~~

~~Annual leave accrued in excess of the applicable maximum shall be transferred to sick leave on June 30th of each year. Upon termination of employment, any accrued vacation in excess of the appropriate carry forward amount shall be credited to the sick leave balance of the terminating employee. Payment for accrued vacation shall be paid at the employee's current rate of pay.~~

PAYMENT OF VACATION LEAVE UPON SEPARATION

~~Upon resignation or retirement in good standing, an employee shall be eligible for payment of accrued but unused vacation leave earned during the current fiscal year only. Payment for eligible accrued vacation leave shall be made at the employee's current rate of pay. Upon resignation or retirement in good standing, an employee shall be eligible for payment of accrued but unused vacation leave, up to a maximum of thirty (30) days or the employee's accrued vacation leave balance at the time of separation, whichever is less. Payment shall be made at the employee's current rate of base pay.~~

~~Employees who are terminated for cause, or who resign in lieu of disciplinary action pursuant to Board Policies 5.200, 5.201, or 5.202, shall not be eligible for payment of accrued vacation leave unless otherwise required by law.~~

DISCRETIONARY DISTRICT CLOSURE DAYS

~~The Director of Schools may, in the Director's discretion, designate certain workdays as non-working days for eligible full-time employees, including days that occur during fall break, winter break, spring break, or other periods when schools or district offices are closed or operating on a modified schedule. Discretionary closure days are not earned vacation leave, sick leave, personal leave, or holidays. Such days do not accrue, carry over, or result in payment upon separation from employment.~~

~~8- The Director of Schools may determine employee eligibility for discretionary closure days based on District operational needs, employee classification, work location, contract length, essential personnel needs, and other relevant factors.~~

~~9. The increased accrual rates are based on the length of service and become effective on the anniversary of the employee's date of hire, provided they have been in continuous service.~~

~~10. Retirees may request lump sum payments of vacation. However, the amount of payment cannot be reported or used as part of the average final compensation. Should a retiree elect not to receive the lump sum payment for vacation, the retiree will be extended on the payroll until all vacation has been used. In such a case, the school system will make retirement contributions on behalf of the employee and creditable service for retirement will be granted.~~

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Legal References

1. [TCA 49-6-3004\(b\)](#)

Cross References

Orientation and Probation 5.107
Short Term Leaves of Absence 5.300

Agenda Item Title: Board Policy 6.202, *Home Schools*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revision to Policy 6.202, *Home Schools*, updates the District's home-school testing requirements to comply with Public Chapter 912. The revision also removes language concerning the District's responsibility to follow up with home-school students and require re-enrollment when there was evidence of a lack of academic progress, as Public Chapter 912 removed that statutory requirement.

Staff Recommendation

Approve changes to Board Policy 6.202, *Home Schools*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☒ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Home Schools	Descriptor Code: 6.202	Revised: Click here to enter a date.
		Rescinds: BO 52	Issued: 04/01/14

A "home school" is a school conducted or directed by ~~a parent or parent(s) or~~ legal guardian(s) ~~or guardians~~ for their own children. Home schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization that conducts church-related schools¹ are exempt from the following provisions, but must follow procedures issued by the State Department of Education.

- A parent/guardian wishing to conduct a home school shall meet the following requirements:²
1. Provide annual notice to the Director of Schools before the commencement of each school year of the intent to conduct a home school;
 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the parent/teacher;
 3. Maintain attendance records, subject to inspection ~~of the by the local~~ Director of Schools or their designee;
 4. Submit attendance records to the Director of Schools at the end of each school year;
 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as ~~are required by state law for public schools~~;³
 6. Possess a high school diploma or a high school equivalency credential approved by the State Board of Education;⁴
 7. ~~Cooperate in~~ Ensure the administration to home school students of appropriate tests approved by the ~~Commissioner of Education, his/her designee or by a professional testing service~~ State Board of Education or a standardized test selected by the parent-teacher that provides nationally-normed analytics in English and math in grades five (5), seven (7), and nine (9);⁵
 8. Take actions according to state law if home school student falls behind appropriate grade level;
 9. Submit proof to the Director of Schools that other health services and examinations as required by law have been received by the home school student; and
 10. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent/teacher.

If one or more of these requirements are not met, the Board authorizes the Director of Schools to take formal action to bring the child into compliance with the compulsory attendance law (until the child has reached age 17), either in the home school or in a public, private, or church-related school.

FACILITIES USE

It shall be the policy of this Board that public school facilities shall be available for home school instruction only when all of the following conditions exist:

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1. Special needs courses are being taught which require services unavailable to the home school student;
2. These services cannot be provided through any means other than the public schools;
3. Requests for services are made known by the home school parent when notice is given to the Director of Schools of the intent to conduct a home school;
4. The Director of Schools investigates the request and makes s recommendations to the Board;
5. No overcrowding, additional expenses, including providing transportation, or other special situations which interfere with the normal operation of the school system shall be incurred; and
6. Approval by the Board on a case-by-case basis.

RECORD ACCESS

The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the compulsory attendance law.

STUDENT PERFORMANCE⁵

~~If a home school student falls more than one (1) year behind his/her appropriate grade level in his/her comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have taught the child at his/her grade level determines through appropriate means that the student is not learning disabled, the Director of Schools shall require the parents to enroll the child in a public, private or church related school.~~

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a); TCA 49-6-3050(b)(3)
4. TCA 49-6-3050(b)(4); ~~Public Acts of 2023, Chapter No. 114~~
5. TCA 49-6-3050(b)(5); Public Acts of 2026, Chapter No. 912
- 5-6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Agenda Item Title: Board Policy 6.306, *Interference/Disruption of School Activities*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda ☐
- Action Item ☒
- Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revision to Policy 6.306 incorporates Public Chapter No. 850, which requires districts to notify parents when students are removed from a classroom or instructional area because another student's violent, aggressive, or severely disruptive behavior creates a safety concern or substantially disrupts instruction. Limited exceptions apply during an ongoing emergency or when the incident is under investigation by state or local law enforcement.

Staff Recommendation

Approve changes to Board Policy 6.306, *Interference/Disruption of School Activities*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date: Click here to enter a date.
		Rescinds: 6.306	Issued: 01/25/22

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹ A student may receive disciplinary action ranging from verbal reprimand to suspension and/or
8 expulsion depending on the severity of the offense and the student's prior record.²

9 **REMOVAL OF STUDENT¹**

10 If a student repeatedly or substantially interferes with the learning environment, the teacher may
11 submit a written request along with the required documentation to the principal/designee to remove the
12 student from the teacher's classroom. The student will be given notice of the rationale for the request
13 as well as the opportunity to offer an explanation.

14 The principal/designee will investigate the request and make a decision regarding the student's
15 placement. The principal shall consult with the school counselor during the investigation process if
16 appropriate based on the circumstances. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher's classroom management skills.

20 *Appeal Process*

21 If the teacher's request for removal is denied, he/she may file an appeal with the Director of
22 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the
23 principal/designee and make a determination as to the student's placement.

24 **CLASSROOM EVACUATION**

25 Some or all students may be removed from a classroom or instructional area due to violent, aggressive,
26 or severely disruptive behavior of another student that creates a safety concern or substantially
27 interrupts classroom instruction.³

28 *Parental Notification*

29 The principal/designee shall provide notification to the parent(s)/guardian(s) of each student in the
30 classroom or instructional area at the time of the classroom evacuation. The notification shall be
31

provided by the end of the day in which the classroom evacuation took place unless the event that prompted the evacuation is an ongoing emergency or is otherwise under investigation by state or local law enforcement.

Notification to the parent(s)/guardian(s) must include:³

1. The fact that a classroom evacuation occurred;
2. A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and
3. Any steps taken by the school to ensure the continued safety and supervision of students.

Parental notification provided in compliance with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy laws.⁴ No information shall be disclosed about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate privacy laws.

Recordkeeping

Each school shall maintain records of:

1. The date and time of the classroom evacuation;
2. The number of students evacuated;
3. The time and manner of parental notification; and
4. The staff member responsible for issuing parental notifications.

Legal References

1. [TCA 49-6-2804](#)
2. [TCA 49-6-3401](#)
3. [Public Acts of 2026, Chapter No. 850](#)
4. [20 USCA § 1232g; TCA 10-7-504](#)

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081

Agenda Item Title: Board Policy 6.4053, *Private Pay Applied Behavior Analysis Services*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Public Chapter 1112 requires school districts to allow qualifying private pay providers to deliver applied behavior analysis services to students with autism spectrum disorder or developmental delays during the school day. It also requires districts to adopt a policy governing provider access. Proposed Board Policy 6.4053 establishes a process for parent requests, coordination and scheduling, professional and confidentiality expectations, interaction with other students, termination of access for cause, and parent appeals.

Staff Recommendation

Approve Board Policy 6.4053, *Private Pay Applied Behavior Analysis Services*, on first reading.

Fiscal Impact

The District is not responsible for the cost of private pay services. The law does not require the District to construct special facilities or purchase special equipment beyond what is customarily available at the school. However, implementation will require staff time to receive and review requests, verify required documentation, coordinate schedules and locations, orient providers, and monitor compliance. These responsibilities are expected to be absorbed within existing staffing and budgeted resources.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring:

Review: Annually, in
April

Descriptor Term:

Outside Applied Behavior Analysis Therapy

Descriptor Code:

6.4053

Issued Date:

Rescinds:

Issued:

General

This policy governs access to students during the school day by private pay providers who deliver applied behavior analysis on District property.¹ A “private pay provider” is defined as a licensed behavior analyst, licensed assistant behavior analyst, or registered behavior technician who is not employed or contracted directly by the District and who is compensated by the student's family or an external entity.

The District shall allow a private pay provider who is under contract with the parent/legal guardian of a student with autism spectrum disorder or developmental delays to access the student during the school day and provide applied behavior analysis in educational settings, including classroom settings, provided that the setting does not conflict with the student's educational placement. The District is not responsible for the cost of private pay services and is not required to construct special facilities or purchase special equipment beyond what is customarily available at the school.

REQUEST AND REVIEW PROCESS

A parent/legal guardian seeking access for a private pay provider shall submit a written request to the Special Education Director identifying the student and the proposed private pay provider. Before services begin, the parent/legal guardian and private pay provider must satisfy all applicable legal requirements and applicable District administrative procedures.

The private pay provider shall execute the District's memorandum of understanding (MOU) and provide documentation demonstrating compliance with the background investigation requirements of Tennessee law. The provider shall also submit proof of all required licensure or certification and professional insurance that covers the school as an additional insured party, pursuant to the requirements of the MOU.

The private pay provider shall identify the licensed behavior analyst responsible for supervising all private pay services delivered during the school day. Supervision shall comply with national certification standards, and the supervising licensed behavior analyst shall remain responsible for the quality and fidelity of the services. Services may begin after the District has received the required documentation and the parties have coordinated the schedule and location in accordance with this policy.

COORDINATION AND SCHEDULING

Private pay services shall supplement, but shall not supplant or be used to meet, any requirement in the student's Individualized Education Program (IEP). The provision of private pay services does not impact or reduce the District's responsibility to provide the student with a free appropriate public education.

Before services begin, and thereafter as appropriate, the private pay provider shall coordinate with the student's IEP team, when applicable, and with designated school staff. Coordination shall address the provider's role, communication channels, service schedule and location, access to relevant student information when authorized, and the exchange of documentation reasonably necessary to coordinate services.

The District and private pay provider shall coordinate an individualized schedule for each student served that reasonably accommodates the delivery of services without disrupting the classroom environment, instruction, or the student's access to the general curriculum. Services shall not consistently interrupt the student's schedule in a manner that reduces access to the general education program. If a requested schedule or location cannot reasonably be accommodated, the District shall work with the provider and parent/legal guardian to identify a reasonable alternative.

The District shall provide reasonable accommodations necessary for the delivery of private pay services, including classroom access and facilitation of coordination between the private pay provider and school personnel.

PROFESSIONAL EXPECTATIONS AND INTERACTION WITH OTHERS

Private pay providers shall comply with the MOU, applicable law, Board policies, school safety and visitor procedures, and student confidentiality requirements. A provider shall maintain professional conduct and shall not interfere with instruction, school operations, or the District's implementation of a student's educational program.

A private pay provider may interact with the student for whom the provider has been authorized to provide services. The provider shall not provide services to, evaluate, record, or collect data regarding another student. Incidental interaction with others is permitted only as reasonably necessary to deliver the authorized services, follow staff directions, or participate in ordinary school routines. The District shall not direct the provider to perform services or duties for another student, employee, or visitor.

TERMINATION OF SERVICES

The District may discontinue or terminate a private pay provider's access for cause. Cause may include, but is not limited to:

1. A material or repeated violation of the MOU or this policy;
2. A material or repeated disruption of instruction or school operations;
3. A conflict with the student's educational placement;
4. Failure to maintain required credentials, supervision, background check verification, or insurance;
5. Breach of confidentiality; or
6. Conduct that presents a safety or security concern.

When appropriate, the District shall provide written notice of the concern and a reasonable opportunity to correct it before terminating access. The District may immediately suspend access when reasonably necessary to protect student safety, confidentiality, or school security, or to prevent a material disruption. The Director of Schools or designee shall provide the parent/legal guardian and provider written notice stating the basis and scope of a suspension or termination. When the concern involves an individual provider, the District shall limit the action to that individual unless the circumstances support broader action against the provider organization.

APPEALS PROCESS

A parent/legal guardian who disagrees with a District decision concerning a private pay provider or the provision of private pay services may submit a written appeal to the Director of Schools within ten (10) business days after receiving notice of the decision. The appeal should identify the decision at issue, the requested resolution, and any supporting information.

The Director of Schools shall appoint a three-member review panel composed of a building-level administrator not associated with the school at issue, a Student Services or Special Education Department staff member, and another District employee. To the extent practicable, panel members shall not have participated directly in the decision under review. The panel shall consider information submitted by the parent/legal guardian and relevant District information and shall issue a written determination within ten (10) business days after receipt of the appeal. The decision of the panel is final and binding regarding the provider's physical access to District property. A temporary suspension based on safety, confidentiality, security, or material disruption may remain in effect during the appeal.

This appeal process does not limit any procedural safeguard or remedy otherwise available under state or federal law.

ADMINISTRATIVE PROCEDURES

The Director of Schools shall develop administrative procedures and forms to implement this policy, including procedures for applications, scheduling, documentation, communication, emergency response, and notice of suspension or termination.

Legal References

1. [Public Acts of 2026, Chapter No. 1112](#); [20 U.S.C. § 1401](#)

Agenda Item Title: Instruction on Human Trafficking Awareness and Prevention

Board Meeting Date: July 28, 2026

Department: Student Support Services.

Presented by: Ken Rocha

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Public Chapter 744 (SB 1710) requires all Tennessee public schools and public charter schools to provide age- and grade-appropriate child trafficking prevention and awareness education as part of health education for students in grades K–12. The law also requires school board approval of the District's plan. Murfreesboro City Schools will meet this requirement by having school counselors deliver the Second Step Child Protection curriculum during the school year. The curriculum teaches students how to recognize unsafe situations, identify trusted adults, establish personal boundaries, refuse unsafe interactions, and report concerns, with lessons aligned to Tennessee Health Education Standards and designed to build personal safety skills progressively across grade levels.

Staff Recommendation

Approval of the instruction on Human Trafficking Awareness and Prevention Plan.

Fiscal Impact

N/A

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Child Trafficking Prevention and Awareness Plan Murfreesboro City Schools

Child Trafficking Prevention Law Requirements

“The course of instruction in all public schools must include child trafficking prevention and awareness education as a component of health education for students in all grades, kindergarten through grade twelve (K-12). Using the health education standards adopted by the state board of education, an LEA and public charter school shall ensure that the instruction provided pursuant to subsection is age- and grade-appropriate and advances each year through developmentally appropriate instruction and skill building.”

Staff Delivering Lessons: School Counselors

Time Frame: January 2027-March 2027

Curriculum: Second Step Child Protection Lessons

The Second Step Child Protection Unit is a research-based, classroom-tested program designed to help schools take a proactive, schoolwide approach to child safety.

The unit teaches children how to:

- Recognize unsafe and sexually abusive situations and touches
- Identify trusted adults they can talk to for help
- Assertively refuse unsafe situations whenever possible
- Report concerns to appropriate adults immediately

It is delivered through age-appropriate, developmentally appropriate lessons that build personal safety skills, boundaries, and help-seeking behaviors.

Child Trafficking Prevention and Awareness Plan
Murfreesboro City Schools

Kindergarten-6th grade TN Health Education Standards

Component: Safety

Subcomponent: Personal Safety

Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6
Demonstrate behaviors that avoid or reduce personal health and safety risks.	Recognize situations that are a threat to personal safety, including abuse that may occur in the home.	Identify skills used for protection to maximize personal safety.	Identify refusal skills when in personal safety situations (e.g., a clear “No” statement, walk/run away, change subject, delay).	Identify resource persons in schools and the community and know how to seek help from them.	Differentiate between situations which need peer support and those which need adult help.	Identify and explain the types of child abuse (physical, emotional, neglect, and sexual abuse, including human trafficking), including abuse that may occur in the home.

Agenda Item Title: Student Fees for the 2026-2027 School Year

Board Meeting Date: July 28, 2026

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The Director of Schools is recommending the Board approve the following student fees for the 2026-2027 school year:

- Student field trip fees up to \$20.00 per student. This pre-approval will decrease turnaround time and allow schools to begin collecting funds immediately after Central Office approval of a standard field trip. Field trips beyond the \$20.00 per student limit will still be approved individually at the next Board meeting.
- Student recorder fees up to \$10.00 per student. This fee, incurred by 4th grade students at some of our schools, will allow those schools to begin collecting funds immediately after principal approval. Any additional student fees that arise will still be approved individually at the next Board meeting.
- Student t-shirt fees up to \$15.00 per student. This fee, incurred by students for varying activities at our schools, will allow those schools to begin collecting funds immediately after principal approval. Any t-shirt fees above the \$15.00 limit that arise will still be approved individually at the next Board meeting.

Staff Recommendation

Recommending approval of student fees for the 2026-2027 school year.

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
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- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Agenda Item Title: Resolution to Allow Murfreesboro City Schools to Utilize Cooperative Purchasing Agreements

Board Meeting Date: July 28, 2026

Department: Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

State law allows Murfreesboro City Schools to enter into master cooperative purchasing agreements through cooperative purchasing programs with the approval and consent of the local legislative body. This resolution will allow Murfreesboro City Schools to continue to benefit from purchasing from national programs to include the BuyBoard National Purchasing Cooperative, Omnia Partners, The Interlocal Purchasing System, CDW-G, and Sourcewell for the 2027 fiscal year.

Staff Recommendation

Approve resolution to allow Murfreesboro City Schools to utilize cooperative purchasing organizations for competitive purchases, where appropriate

Fiscal Impact

By leveraging the collective buying power of multiple institutions, these programs enable us to secure substantial discounts on essential goods and services. In addition to the direct financial savings, cooperative purchasing programs offer a considerable reduction in administrative burden on our staff.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
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**A RESOLUTION TO APPROVE PURCHASING COOPERATIVE
OPTIONS UNDER THE MURFREESBORO CITY SCHOOLS BOARD OF
EDUCATION PURCHASING POLICY FOR THE 2027 FISCAL YEAR**

WHEREAS, Tennessee Code Annotated § 12-3-1205 allows for a governmental entity to enter into master cooperative purchasing agreements upon the approval and consent of the local legislative body;

WHEREAS, cooperative purchasing agreements allow local governments to purchase goods and services from other local, state, and national cooperative purchasing programs that were competitively bid under the same circumstances required by law of the governmental entity;

WHEREAS, the Murfreesboro City Schools Board of Education has adopted a purchasing policy allowing the school district to enter into agreements with other governmental entities and cooperative purchasing programs for the joint exercise of purchasing authority as a means of meeting statutory competitive bidding requirements; and,

WHEREAS, Murfreesboro City Schools desires to have the ability to procure goods and services through various cooperative purchasing programs and under the conditions set forth in any cooperative purchasing master agreements.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the powers granted by Tennessee Code Annotated § 12-3-1205, Murfreesboro City Schools is authorized to procure goods and services during the 2027 fiscal year pursuant to and in accordance with the terms and conditions of cooperative purchasing master agreements made available to public agencies through the following cooperative purchasing organizations: BuyBoard National Purchasing Cooperative; Omnia Partners, Public Sector; The Interlocal Purchasing System (TIPS); CDW Government LLC (CDW-G); and Sourcewell. The Board of Education further authorizes the Director of Schools to execute any documentation that may be necessary to facilitate the district's participation in the cooperative purchasing programs.

ADOPTED THIS 28th day of July, 2026.

Amanda Moore, Board Chair

Bobby N. Duke III, Director of Schools

Agenda Item Title: Eskola, LLC Contract for Roof Restoration at Scales Elementary School

Board Meeting Date: July 28, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☒ No ☐

Summary

Staff requests Board approval of the contract with Eskola, LLC for roof restoration at Scales Elementary School. The total contract amount shall not exceed \$718,788.00, including the \$684,560.00 base bid and a 5% owner's contingency of \$34,228.00, to be used solely at the Owner's discretion.

Staff Recommendation

Approve the contract with Eskola, LLC for roof restoration at Scales Elementary School in an amount not to exceed \$718,788.00.

Fiscal Impact

The total project cost is not to exceed \$718,788.00. Funds are derived from County Shared bond funds held by the City of Murfreesboro.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
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**Bid Tabulation Sheet For ITB-40-2026 –
Roof Restoration at Scales Elementary**

Contractors	Price	GC License/ Contractor's License Document	Contractor Responsibility Questionnaire and Roof Form	Iran Divestment/ Non-Boycott of Israel	Non- Collusion Affidavit	Drug Free Workplace	References	Signature Sheet	Vendor Info Form	Bid Bond
Eskola, LLC	\$718,788.00	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Marion & Green Roofing	\$997,794.00	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Middle Tennessee Solutions Inc	\$1,344,000.00	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	NO
Porter Roofing Contractors, Inc.	\$1,183,784.70	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Roofing Systems Inc.	\$772.668.75	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
RoofLynx	\$1,031,808.00	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Standard Taylor Industries, Inc	\$1,417,187.00	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Valor Contractors LLC	\$872,550.00	Yes/Yes	Yes/Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Recommend Award to:

Amount of: \$

Bid Opened by: Megan Strode /Assistant Director



NOTICE OF AWARD

Owner:	City of Murfreesboro	Owner's Contract No.:	ITB-40-2026
Contractor:	Eskola, LLC	Contractor's Project No.:	
Architect:	Johnson + Bailey Architect P.C.	Architect's Project No.:	J+B No. 2605
Project:	Roof Restoration at Scales Elementary School	Contract Name:	Roof Restoration at Scales Elementary School
		Effective Date of Contract:	July 9, 2026

TO CONTRACTOR:

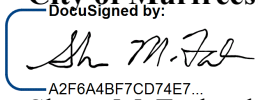
You are notified that Owner has accepted your Bid dated June 23, 2026, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the above-mentioned Project.

The Total Contract Price of the awarded Contract is \$718,788.00. The Contract price includes \$684,560.00 based on the bid submitted on June 23, 2026, as well as a 5% Owner's Contingency of \$34,228.00, to be used solely at the Owner's discretion. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the A101 Standard Form Agreement Between Owner and Contractor, Section 8.5 and Exhibit A. Payment and Performance bonds should be dated July 9, 2026.
2. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Upon Receipt and Approval of the required bid security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner: City of Murfreesboro
By: 
A2F6A4BF7CD74E7...
Shane McFarland, Mayor



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Roof Restoration at Scales Elementary School
2340 St. Andrews Drive
Murfreesboro, TN 37128
J+B No. 2605

THE OWNER:

(Name, legal status and address)

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, TN 37130

THE ARCHITECT:

(Name, legal status and address)

Johnson + Bailey Architects, PC
100 East Vine Street
City Center, Suite 700
Murfreesboro, TN 37130

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Sections 5.3 and 5.4, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms

in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.9 Owner Disclaimer of Warranty

The Owner has requested that the Architect prepare documents for the Project, including the Drawings and the Specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Instructions and other information furnished in the Specifications, including, without limitation, items in connection with prefabricated or pre-finished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified. If necessary, such Work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall request from the manufacturer or provider of the product when requested by the Architect or required in the Specifications, information that allows for an adequate assessment that the product complies with the particular Standard or Specification. When requested by the Architect or specified, support test data shall be submitted to substantiate compliance. Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a Change in the Work in accordance with Section 3.4.4. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.2.3.2 Where reference is made to the Standard Specifications of the American Society for Testing and Materials (A.S.T.M.) of other standard specifications in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition effective as of the date bids are opened by the Owner, unless otherwise expressly provided in the technical specifications.

§ 1.2.4 Inconsistencies in Contract Documents

§ 1.2.4.1 Except as otherwise provided in Sections 1.2.4.2 and 1.2.4.3, in the event of any conflict, inconsistency or other discrepancy between any of the Contract Documents, the Contract Documents shall be given priority in the following order: (1) executed Change Orders; (2) the addenda issued by the Architect; (3) the Agreement; (4) the General Conditions of the Contract; (5) the Drawings; and (6) the Specifications.

§ 1.2.4.2 In the event of inconsistencies between the Contract Documents and applicable standards, codes, and ordinances or within or between parts of the Contract Documents that cannot reasonably be resolved as provided in

Section 1.2.4.1, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.4.2 shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7; provided, however, unless Contractor knew or should have known of inconsistencies, the Contractor shall not be precluded from submitting pursuant to Sections 7.1 and 7.2 for a Change Order with respect any of the items referenced in this Section.

§ 1.2.4.3 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following shall control: as between figures given on plans and scaled measurements, the figures shall govern; as between large-scale plans and small-scale plans, the large-scale plans shall govern; and as between plans and specifications, the requirements of the specifications shall govern.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.2 All personal pronouns used in the Contract Documents, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract.

§ 1.4.3 The use in the Contract Documents of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Owner is the owner of all right, title and interest, including all rights under federal and state copyright and intellectual property laws, in the Instruments of Service and the electronic methods of reproducing them. The Architectural Works of the Project, as defined by the federal Architectural Works Copyright Protection Act, are owned by Owner. The Contractor, 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 this Project is not to be construed as publication in derogation of the Owner's ownership interest.

§ 1.5.2 The Contractor, 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 of the Work. All copies made under this authorization shall bear the following notice: "Copyrighted [Date]. City of Murfreesboro. All rights reserved. No portion of these materials may be reproduced by electronic or mechanical means without permission in writing from the City Council of the City of Murfreesboro, Tennessee." Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights. The Contractor, 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, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.7 Confidentiality

§ 1.7.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.7.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.7.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.7.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.7.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" refers to the City of Murfreesboro, a Tennessee municipal corporation. The City Manager is hereby designated by the Owner as its representatives and are authorized to act on behalf of the Owner, unless a new representative is subsequently designated in writing by the Owner.

§ 2.1.2 [Intentionally Deleted]

§ 2.2 Evidence of the Owner's Financial Arrangements

[Intentionally Deleted.]

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 Owner shall furnish required surveys, legal limitation, and utility locations for the Project Site and may supply these through the Architect. Prior to commencing any excavation or grading the Contractor shall become satisfied as to the accuracy of all such information in the Contract Documents as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Architect in writing in order that proper adjustments can be made. Commencement by the Contractor of any excavation or grading shall be held as an acceptance of the survey data by the Contractor after which time the Contractor has no claims against the Owner resulting from alleged errors, omissions, or inaccuracies of the said survey data.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Upon request the selected Contractor shall be supplied with three (3) copies of specifications and construction documents for execution of work. Additional copies may be obtained at the Contractor's expense.

§ 2.3.7 If the Work involves the renovation or modification of existing construction, it is the obligation of the Contractor to avoid disposal of any and all equipment, fixtures, furnishings, appurtenances and other items the Owner desires to keep. The Drawings or Specifications may identify items the Owner desires to keep, but the Contractor shall not rely exclusively upon the Drawings and Specifications for its determination. Accordingly, the Owner, at the request of the Contractor, shall provide to the Contractor a list of any and all such items.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner

to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within five business days 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect 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 the Architect's 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 Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5 Extent of Owner's Rights.

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the design information contained in the Contract

Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. 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.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner, and, therefore, the Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations.

§ 3.2.2.2 In all cases of interconnection of the Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not 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, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 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, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction

Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

.2 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (v) when in the judgment of the Owner or the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade.

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.4.5 After 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 this paragraph. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Architect, such materials are equal to the material specified and entirely satisfactory for use in the project. The Architect shall be the sole judge of acceptability of substitution.

.1 By making requests for substitutions in accordance with this Section, the Contractor:

a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

- b. Represents that he will provide the same warranty for the substitution that the Contractor would for that specified;
- c. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

.2 The Architect will reply in writing to the Contractor stating whether the Owner, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner to reply will constitute notice of non-acceptance. Written acceptance of substitution will not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must comply with such requirements. Any adjustment in contract price will be accurately reflected in the required AIA Document G701 Change Order and no adjustment will be made unless so reflected.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, labor, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor further agrees to secure, assign, and deliver to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Such written warranties shall extend for the benefit of and be available to be asserted in the name of the Owner. Delivery of such written warranties is a condition precedent to final payment. If necessary as a matter of law, the Contractor may retain the right or the Owner may require Contractor to exercise the right to enforce directly any such manufacturers' warranties during the one-year period following the date of Substantial Completion.

§ 3.5.3 For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all kinds of work which in the judgment of the Owner, proves defective in materials and or workmanship.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Except as set forth in Section 2.3.1, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits, licenses, inspection, observation, and testing reports assigned to Contractor, and other similar items. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2; and
- .4 the Contractor shall solicit from information provided by the Architect at least three bids or acceptable pricing from existing subcontractor for all allowance items from Subcontractors or material suppliers acceptable to the Owner, the Contractor and the Architect, unless otherwise directed by the Architect. The Architect shall review the bids/pricing and recommend to the Owner the acceptance or rejection of the lowest bid/pricing. If accepted the Architect shall issue a Change Order to the Contractor as provided in Section 3.8.2.3.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 Within thirty (30) days after the date of the Owner's issuance of a notice to proceed with performance of the Work, the Contractor shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project and include a graphic depiction of the contemplated activities which are necessary incidents to performance of the Work, showing the sequence the Contractor proposes for each activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Following development and submittal of the construction schedule, the Contractor shall, at the end of each calendar month occurring thereafter during the period of the time required to finally complete the Work or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or which will affect the progress of performance of the Work yet to be performed. Failure of the Contractor to update, revise and submit the construction schedule as aforesaid shall be sufficient grounds for the Architect to find the Contractor in substantial default and certify to the Owner that sufficient cause exists to terminate the Contract or to withhold payment to the Contractor until a schedule or schedule update acceptable to the Architect is submitted.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Owner and the Architect that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to in these Supplementary Conditions as "progress reports") as set forth in Section 3.10.1 or if requested by either the Owner or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to

correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents due to the fault of the Contractor, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

§ 3.10.5.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.5.

§ 3.10.5.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.6 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Section 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Section 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Architect to determine compliance with the Specifications. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.5.1 Shop Drawings shall be fully identified by Project name, location, supplier's name, date, drawing number and specifications section reference. The Contractor shall make no deviation from the approved drawings, and the changes made by the Architect, if any.

§ 3.12.5.2 Five copies of the shop drawings and brochures shall be submitted, unless electronic documents are requested. Contractor shall properly schedule the submission of Shop Drawings for approval to allow adequate time for checking of drawing, manufacture and shipment of items to job site in sufficient time to prevent delay in the construction schedule.

§ 3.12.5.3 Contractor shall coordinate the preparation of Shop Drawings of items which will be furnished by more than one manufacturer but are designed to interface when installed.

§ 3.12.5.4 If and when required by the Architect, the Contractor shall prepare and submit to the Architect a completely itemized schedule of Shop Drawings, brochures and other descriptive literature, listing each and all such items as required under these specifications, which schedule shall indicate for each required item:

- .1 Identification as to pertinent Specification Division
- .2 Item(s) involved.
- .3 Name of pertinent Subcontractor or supplier and the name of pertinent manufacturer.
- .4 Scheduled date of delivery of pertinent item to the Project.

§ 3.12.5.5 The Contractor shall require all Subcontractors to submit to the Architect through the Contractor complete brochures covering all materials and/or equipment proposed for use in the execution of the Work as required by their respective Divisions of the Specifications. These brochures shall be indexed and properly cross-referenced to the plans and specifications for easy identification.

§ 3.12.5.6 A list of all materials and equipment, together with manufacturers' drawings and catalog information shall be submitted to the Architect for approval prior to ordering material or equipment, but not later than 90 days after the date of the award of the applicable subcontracts. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information. The Architect's approval will not relieve the Contractor of the responsibility for performance of any terms of the Contract Documents.

§ 3.12.5.7 Nothing in Section 3.12 shall be construed to require the Contractor to assume any responsibility or duty of a consultant hired by Owner so long as such responsibility or duty is not the express responsibility or duty of the Contractor under the Contract Documents.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.6.1 Shop Drawings submitted to the Architect for approval shall first be checked and approved by the Contractor, the evidence of which shall be a "checked" stamp marked "Approved", or "Approved as Noted" on each copy of each Shop Drawing, placed thereon by the Contractor. Submitting a Shop Drawing without the Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the Architect and marked "Reviewed," "Reviewed as Noted" or "Not Approved."

§ 3.12.6.2 Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not constitute cause for an extension of Contract Time, provided the submittals or Shop Drawings are timely reviewed and returned by the Owner.

§ 3.12.6.3 All Shop Drawings and submittals will be maintained on site for record purposes, but at no time shall Shop Drawings which have not been approved by the Architect be allowed in the field.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 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 Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) 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 Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect. Any design professional the Contractor shall cause to provide services or certifications under this Section shall comply with reasonable requirements of the Owner regarding qualifications and insurance.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work and (ii) the Building in the event of partial occupancy, as more specifically described in Section 9.9. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 3.13.4.1 Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

§ 3.13.4.2 The Contractor shall also comply with all insurance requirements applicable to use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks, landscape materials, and other improvements that are damaged or removed due to required excavations or Contractor's Work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect, the owner of such structures and facilities, and authorities having jurisdiction as required by the Plans and Specifications. In the event that a local authority having jurisdiction requires that such repairing and patching be done with its own labor and/or materials, the Contractor shall abide by such regulations and pay for such work.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Owner may need access to or use of certain areas of the site or Work prior to the Contractor's achievement of Substantial Completion, and that such occupancy, access or use shall not constitute the Owner's acceptance of any Work. The Contractor shall not enter any Owner-occupied area of the site or Project unless first approved and scheduled by the Owner. The Owner may incur damages if the Owner's operations on the Site are interrupted or impaired as a result of the Work. The Contractor shall afford the Architect and Owner's own forces, and the Architect's or Owner's other consultants, trade contractors, subcontractors and suppliers, access to the site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents.

§ 3.17 Royalties, Patents and Copyrights

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 and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. 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 Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees 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), including loss of use resulting therefrom, 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.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Any reference in the Contract Documents to the Architect's taking action or rendering a decision within a "reasonable time" is understood to mean no more than two (2) weeks.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until payment is due, and (with the owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect 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 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The authorized representatives and agents of the Architect, Owner, and such other persons as the Owner may designate shall have access to and be permitted to inspect all Work, subcontracts, materials, payrolls, records of personnel, invoices of materials and other relevant data and records for the Project wherever they are in preparation and progress. The Contractor shall provide proper facilities for such access and inspection and, when required, exact duplicate copies of the aforementioned data shall be furnished.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's 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 Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional 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 Architect'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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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 issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect 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. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matter relating to aesthetic effect in connection with administration of the Contract will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 No later than 20 days after the full execution of the Agreement, the Contractor shall furnish the Owner and the Architect, in writing, with (i) the name, trade, and subcontract amount for each Subcontractor and (ii) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. If required, the Contractor shall provide owner with evidence that all proposed Subcontractors are competent to execute the various parts of the work assigned to them by their subcontracts. The Architect may reply within 14 days to the Contractor in writing stating (1) additional information in needed to assess a subcontract or subcontractor; (2) whether the Owner or the Architect has reasonable objection to any such proposed persons or entities; or (3) that the Owner has granted Architect additional time for review. Failure of the Owner or Architect to

reply with the 14-day period shall constitute notice of no reasonable objection. No work shall be commenced until Subcontractors have been approved in writing by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect 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 responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract, attached to the Agreement and made a part thereof as Addendum A, and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 If the Work in connection with a subcontract has been suspended for more than 30 days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect as provided in Section 7.4.

§ 7.1.3 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, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 and Section 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.2.2 All Change Orders must be on the form designated by Owner.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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. All Construction Change Directives must be on the form designated by Owner.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 The not-to-exceed unit prices stated in the Contract Documents or other unit prices subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a percentage fee as provided in Section 7.3.13; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, the stipulated allowance for overhead and profit as stated in Section 7.3.13.. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect 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 Architect;
- .2 Costs of materials, supplies, and equipment, including sales tax and cost 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; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect'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 When the Owner and Contractor agree with a determination made by the Architect 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 Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 The cost of the change in the Work shall not include any cost not to be reimbursed as provided in the Agreement.

§ 7.3.12 The Contractor shall check all materials, equipment and labor entering into the Work as a result of changes in the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract for Construction, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to changes in the Contract.

§ 7.3.13 The percentage fee for overhead and profit combined, to be added to the cost of the change in the Work in determining the total cost to the Owner, shall be based upon 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 Subcontractor, 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's 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 be applied shall be determined in accordance with Subparagraph 7.3.6.
- .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. 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 \$500 be approved without such itemization.

§ 7.3.13 If a change in the Work results in a credit to the Owner, the credit shall be the net cost of the change as defined in Sections 7.3.7 and 7.3.11 and shall not include any allowance for the Contractor's or Subcontractors' overhead and profit.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the notice to proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 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 Architect, of an employee of either, 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 Architect determines, justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, the Contractor's sole remedy for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (items i through iv herein collectively referred to in this Section 8.3.3 as "Delays"), whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work if permitted under Section 8.3.1 and, to the extent permitted under this Section 8.3.3, an adjustment in the Contract Sum. In no event shall the Contractor be entitled to any other compensation or recovery of any damages under or pursuant to this Section 8.3.3 in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

§ 8.3.3.1 The Contractor shall be permitted an adjustment in the Contract Sum if any Delays, either individually or taken in the aggregate, cause the Contract Time to be increased by more than 25 days (the "Elimination Period"). Any adjustment in the Contract Sum under or pursuant to this Section 8.3.3 shall be limited to the increase, if any, of direct costs incurred by the Contractor in performing the Work as a result of that portion of any Delay or Delays that cause the Contract Time to be increased in excess of the Elimination Period.

§ 8.3.3.2 Both the Owner and the Contractor acknowledge and agree that the Elimination Period shall not apply to a Delay caused by the Owner. Any extension in the Contract Time in connection with an Owner-caused Delay shall not be considered in determining whether or not the Contractor has incurred Delays that, in the aggregate, exceed the Elimination Period.

§ 8.3.3.3 Extended overhead profit or damages will not be allowed, including those relating to weather delays. If the Contractor neglects, fails, or refuses to complete the work within the time herein specified, the Contractor must, as a part consideration for the awarding of this Contract, to pay liquidated damages to the Owner.

§ 8.3.3.4 The Contractor shall assure that all of Subcontractors and suppliers are bound to a contractual provision providing that they are entitled to no additional compensation or damages on account of delays arising from any cause and shall indemnify Owner from any claims arising from its failure to do so.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 days of full execution of the Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If trade breakdown had been initially approved and subsequently used but later was found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with 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 or Architect require, 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 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.1.3 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner: (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect. If required by the Owner's title insurer, if any, the Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall also comply with the following specific requirements:

- .1 The aggregate cost of materials stored off site shall not exceed \$ 50,000 at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's Construction Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.
- .4 The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
- .5 Representatives of the Owner and the Lender shall have the right to make inspections of the storage areas at any time.
- .6 Such materials shall be (i) protected from diversion, destruction, theft, and damage to the satisfaction of the Owner and the Lender, (ii) specifically marked for use on the Project, and (iii) segregated from other materials at the storage facility..

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

§ 9.3.3.1 The Contractor further expressly undertakes to defend the Indemnitees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Indemnitees as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor, or any portion of the property of any of the Indemnitees (referred to collectively as "liens" in this Section 9.3.3). The Contractor hereby agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (i) issued by a surety acceptable to the Owner, (ii) in form and substance satisfactory to the Owner, and (iii) in an amount not less than Two Hundred percent (200%) of such lien claim or such other amount as required by applicable law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.3.3.3 Notwithstanding the foregoing, except in the event that (i) a bond surety has provided indemnification for and continues to actively pursue the full release of any lien through the most expedient means; and (ii) the lien is causing the Owner to incur no negative consequences or costs, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's

sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor or surety shall promptly reimburse the Owner, upon demand, for any payments so made.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect'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 for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 9.4.3 If, subsequent to issuing any certificate pursuant to this Section 9.4, Architect should determine that any previous certificate was in error (whether by review of additional conditions or documents, discovery of mathematical error, or any other reason), then Architect shall issue a Revised Certificate for Payment, setting forth the changes in the amounts due Contractor as well as the reason for such revision.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work 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 Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or 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 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner shall not be deemed in default by reason of withholding payment to the extent necessary in the Owner's reasonable opinion to protect the Owner while any of the conditions described in 9.5.1.1 through 9.5.1.7 remain.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect 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 any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 In the event the Contract causes the Architect to perform Additional Services and incur expenses concerning Change Order, interpretations of the Documents, or defect/deficiency in the Work, the Contract Amount will be reduced by the amount of compensation due the Architect and Owner will set off that amount from the next Payment to the Contractor.

§ 9.5.6 If any claim or lien is made or filed with or against the Owner, the Project, or the Premises by: (i) (y) any person claiming that the Contractor or any Subcontractor; or (z) other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the work; or (ii) if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or (iii) if the Contractor or any Subcontractor or other person under it causes damages to the Work or to any other work on the Project, or (iv) if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Architect shall withhold certification and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Architect shall deem sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon; (2) make good any such nonpayment, damage, failure or default; and (3) compensate the Owner for an indemnity if against any and all losses, liability, damages, costs and expenses, including reasonable attorney's fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes and if such retained amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

§ 9.6 Progress Payments

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

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

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

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

§ 9.6.4.1 Without creating any obligation to do so, the Owner may elect to make payments jointly to the Contractor and to the Subcontractor identified on the Contractor's Application for Payment, unless the Contractor has any reasonable objection based upon an event of default under the Subcontract Agreement. Payment by the Owner to the Contractor and Subcontractor jointly shall not create a contractual relationship between the Owner and the Subcontractor, obligate the Owner to pay the Subcontractor directly in the future, or create contractual rights under the Contract for Construction in the Subcontractor against the Owner.

§ 9.6.4.2 Without creating any obligation to do so, the Owner may elect to make payments jointly to the Contractor and to the Subcontractor identified on the Contractor's Application for Payment, unless the Contractor has any reasonable objection based upon an event of default under the Subcontract Agreement. Payment by the Owner to the Contractor and Subcontractor jointly shall not create a contractual relationship between the Owner and the Subcontractor, obligate the Owner to pay the Subcontractor directly in the future, or create contractual rights under the Contract for Construction in the Subcontractor against the Owner.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made timely upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to timely make any payment due the Owner, in no event more than five business days from demand, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. The Architect will make only one inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 The acceptance of Substantial Completion and final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance.

§ 9.8.7 The Contractor shall be responsible for collecting, identifying, indexing and collating the following materials from the Subcontractors, and will deliver the finished document to the Architect to verify completeness. The Architect will deliver three copies of the following to the Owner: Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties, as applicable, for each and every piece of fixed equipment furnished under this Contract to be supplied in a ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's names, addresses, office and home phone numbers, make and model numbers, operating design and characteristics, etc., will be required. All information submitted shall be current as of the time of submission.

§ 9.8.8 Subsequent to the time of Substantial Completion and receipt of contract record sets and operations and maintenance books, but prior to the date of final acceptance, the Contractor and/or Subcontractor shall provide a competent and experienced person (or persons) thoroughly familiar with the Work for a reasonable period of time but not less than 40 hours to instruct the Owner's personnel in operation and maintenance of equipment and control systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operation personnel will be thoroughly familiar with both the system and the data supplied.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of

the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner. Liquidated damages to the date of Substantial Completion shall be deducted by Construction Change Directive from the Contract Sum and from the Substantial Completion payment. The Contractor's final Application for Payment shall be accompanied by a completed and notarized Certificate of Contract Completion in the form prescribed by the Owner. Any items required by the Contract Documents not previously submitted shall accompany the final Application for Payment.

§ 9.10.1.2 The Architect will make only one inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Releases of liens shall be furnished by the Contractor on AIA Document G706 or a form approved by the Architect. Subcontractors and materials suppliers' lien releases may be provided by the Contractor.

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

certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 damages including attorney's fees and costs incurred by the Owner resulting from lawsuits brought against the Owner, the Architect or their agents, employees or representatives because of acts or omissions on the part of the Contractor, any Subcontractor, or any of their employees, agents or representatives.

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

§ 9.11 The Contractor and Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss or incurred additional expenses if Contractor does not achieve Substantial Completion upon the date set, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, as amended by this Supplementary Conditions, and reflected in a written, signed Change Order. The parties also recognize the delays, expense, and difficulties will be unduly burdensome or impossible to determine with a reasonable degree of accuracy and, therefore, Owner and Contractor agree that Contractor will pay to Owner liquidated damages for such delay—which liquated damages are recognized as a reasonable estimation of damages the Owner will incurred and not a penalty—as specified in the Agreement for each day that expires after the Substantial Completion Date.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.1.1 The Contactor shall require all of its employees and the employees of Subcontractors to conduct themselves in a safe and professional manner and in conformity with all work procedures, either endorsed or prohibited, and utilizing all personal protection devices included, within OSHA and TOSHA Construction Safety Regulations. The Contractor shall take all necessary precautions for the safety of the persons on or near the site of the Work, and shall comply with all applicable laws, rules, regulations and orders to prevent accidents or injuries to persons on or in the proximity of the Project site. The Contractor shall put into place a meaningful and effective safety program comprised of regular safety training of its employees on site, focusing upon various topics which, from time to time, its employees are likely to encounter in performing the Work. The Owner will cooperate with all safety audits and recommendations with regard to improving worker's safety, but the Contractor hereby acknowledges and agrees that the Owner is not responsible, in whole or in part, for the Work, execution of the Work or initiating, maintaining and supervising any safety precautions and programs in connection with the Work or the Project.

§ 10.1.2 2 Without limiting or diminishing the Constructors responsibility for protection of the site of the Work as set forth in 10.1.1, Contractor shall:

- .1 Protect excavation, trenches, buildings and grounds from water damage of any sort, furnishing the necessary equipment to provide this protection during the life of the contract and Constructing and maintaining necessary temporary drainage to keep excavations free of water.
- .2 Provide protection for the work against wind, storms, cold or heat, including, without limitation, at the end of each day's work, covering new work likely to be damaged, and if low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect;
- .3 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.;
- .4 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.10 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 To the fullest extent permitted by law, including the Tennessee Governmental Tort Liability Act, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in Section 11.1.1, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the coverages set forth in the Schedule of Insurance, attached to the Supplementary Conditions as Addendum A and made a part of this Agreement. All such insurance shall be written on an occurrence basis. Information concerning reduction of coverage shall be furnished by the Contractor promptly.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

The Owner shall maintain the Owner's usual liability insurance; provided, however, that unless otherwise specifically provided by the Owner for the Work, the Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract.

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor hereby releases and discharges the Owner from all liability to the Contractor, and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment, or other property, however caused. Contractor's policies of insurance shall not prohibit this waiver of subrogation, and the Contractor shall cause its Contractor's risk and property insurance company to issue a waiver of subrogation consistent with this provision. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in

accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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 and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§11.6 Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of the Contract for Construction, and the Owner shall be entitled to pursue any remedy in law or equity if the Contractor fails to comply with the provisions of this Contract for Construction. Indemnity obligations specified elsewhere in this Contract for Construction shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor

shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. For purposes of the preceding sentence, Contractor shall correct such Work promptly if Contractor commences such correction within seven days following the date of written notice from the Architect and thereafter diligently prosecutes such correction to completion. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Upon completion of any Work under or pursuant to this Section 12.2, the one-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Section 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

Section 13.2.2 or elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. In case the Contractor, on written consent of the Owner, assigns all or any part of any money due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee to any money due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in the Contract Documents.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing or credit enhancement for the Project. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, 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 Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. The Contractor also agrees the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor,

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Severability.

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.7 Duty of Good Faith

Each party hereto agrees to act in good faith with respect to the Project and Work and to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

§ 13.8 Applicability to Subcontractors

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.9 No Waiver

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a written Change Order signed by a duly authorized representation of Owner. No "constructive" changes are permitted and no actions, omissions, course of conduct, or practice shall be deemed a change, amendment, or waiver to the Contract Documents. Other than the City Manager, or his written delegatee, no person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents.

§ 13.10 Notices Regarding Liens

§ 13.10.1 Contractor shall provide all notices required or permitted by the laws of the state in which the Project is located for protection of Owner from liens and claims of lien if permitted or required by applicable law. Contractor shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

§ 13.10.2 Contractor shall provide Owner with copies of all notices received by Contractor from subcontractors, sub-subcontractors, and/or suppliers to Contractor.

§ 13.11 Executed Non-Collusion Affidavit of Subcontractor

The Contractor shall require each of the Subcontractors to execute the attached Non-Collusion Affidavit of Subcontractor.

§ 13.12 Pre-Blast Survey

In the event that the Contractor must perform any blasting during construction operations, the Contractor shall be responsible for conducting his own pre-blast survey at no cost to the Owner.

§ 13.12 Utility Service

Unless otherwise provided in the Contract Documents, the Contractor shall provide and maintain at Contractor's own expense any water, electric, or other utility service necessary for the performance of the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped.

(Paragraph deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 persistently refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 persistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the sum of the costs of finishing the Work and other damages incurred by the Owner exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 When the Owner terminates the Contract for one of the reasons state in Section 14.2.1, the Contractor shall be liable to the Owner for the expenses for additional managerial and administrative services provided in Article 14 hereof and also for the per diem liquidated damages, if any, agreed upon in the Agreement:

- .1 for each day the Contractor is in arrears in the Work at the time of said termination as determined by the Architect, and
- .2 for each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Surety to effect another contract for completion of the Work, including resumption of Work thereon,
- .3 provided, however, that the sum of Subparagraphs 14.2.5.1 and 14.2.5.2 shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the Work.

§ 14.2. If the Owner terminates the Contract for Construction for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience as set forth in Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and overhead. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum. Any such payment to contractor pursuant to this Section 14.4.3 constitutes the exclusive remedy Contractor may have against Owner for its work on the Project once Owner has terminated Contractor for convenience, and is in place of any other claim or recovery Contractor may have against Owner arising out of or in any way connected with the Project, including but not limited to any claim for breach of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility

to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to 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 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker; ; provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. 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. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after 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. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 Extensions of time will not be granted for delays caused by inadequate construction force or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed. Extensions of time will not be granted for delays caused by weather or weather related conditions as follows unless properly documented and accepted per the project specifications.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

(Paragraph deleted)

Extensions of time will not be granted for delays caused by inadequate construction force or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed. Extensions of time will not be granted for delays caused by weather or weather related conditions as follows unless properly documented and accepted per the project specifications

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, a decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation

within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation and binding dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

§ 15.3 Mediation

[Intentionally Omitted]

(Paragraphs deleted)

§ 15.4 Arbitration

All disputes shall be addressed in accordance with Addendum B.

(Paragraphs deleted)

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Roof Restoration at Scales Elementary School
2340 St. Andrews Drive
Murfreesboro, TN 37128
J+B No. 2605

...

City of Murfreesboro, Tennessee, a municipality organized under the laws of the State of Tennessee
111 West Vine Street
Murfreesboro, TN 37130

...

Johnson + Bailey Architects, PC
100 East Vine Street
City Center, Suite 700
Murfreesboro, TN 37130

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The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, except as set forth in Sections 5.3 and 5.4, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

§ 1.1.9 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.9 Owner Disclaimer of Warranty

The Owner has requested that the Architect prepare documents for the Project, including the Drawings and the Specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor hereby acknowledges and represents that it has not relied, and

does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Instructions and other information furnished in the Specifications, including, without limitation, items in connection with prefabricated or pre-finished items, are not intended to supersede work agreements between employers and employees. Should the Specifications conflict with such work agreements, the work agreements shall be followed, provided such items are provided and finished as specified. If necessary, such Work shall be performed on the Project site, instead of at the shop, by appropriate labor and in accordance with the requirements of the Drawings and Specifications.

...

§ 1.2.3.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall request from the manufacturer or provider of the product when requested by the Architect or required in the Specifications, information that allows for an adequate assessment that the product complies with the particular Standard or Specification. When requested by the Architect or specified, support test data shall be submitted to substantiate compliance. Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a Change in the Work in accordance with Section 3.4.4. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

§ 1.2.3.2 Where reference is made to the Standard Specifications of the American Society for Testing and Materials (A.S.T.M.) of other standard specifications in connection with the required quality of materials, methods, etc., then the applicable specifications shall be of the latest revised edition effective as of the date bids are opened by the Owner, unless otherwise expressly provided in the technical specifications.

§ 1.2.4 Inconsistencies in Contract Documents

§ 1.2.4.1 Except as otherwise provided in Sections 1.2.4.2 and 1.2.4.3, in the event of any conflict, inconsistency or other discrepancy between any of the Contract Documents, the Contract Documents shall be given priority in the following order: (1) executed Change Orders; (2) the addenda issued by the Architect; (3) the Agreement; (4) the General Conditions of the Contract; (5) the Drawings; and (6) the Specifications.

§ 1.2.4.2 In the event of inconsistencies between the Contract Documents and applicable standards, codes, and ordinances or within or between parts of the Contract Documents that cannot reasonably be resolved as provided in Section 1.2.4.1, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.4.2 shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7; provided, however, unless Contractor knew or should have known of inconsistencies, the Contractor shall not be precluded from submitting pursuant to Sections 7.1 and 7.2 for a Change Order with respect any of the items referenced in this Section.

§ 1.2.4.3 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following shall control: as between figures given on plans and scaled measurements, the figures shall govern; as between large-scale plans and small-scale plans, the large-scale plans shall govern; and as between plans and specifications, the requirements of the specifications shall govern.

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In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a

modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.2 All personal pronouns used in the Contract Documents, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of this Contract.

§ 1.4.3 The use in the Contract Documents of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

...

§ 1.5.1 The Architect and the Architect'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. Owner is the owner of all right, title and interest, including all rights under federal and state copyright and intellectual property laws, in the Instruments of Service and the electronic methods of reproducing them. The Architectural Works of the Project, as defined by the federal Architectural Works Copyright Protection Act, are owned by Owner. The Contractor, 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. Owner's ownership interest.

§ 1.5.2 The Contractor, 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 of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service, following notice: "Copyrighted [Date]. City of Murfreesboro. All rights reserved. No portion of these materials may be reproduced by electronic or mechanical means without permission in writing from the City Council of the City of Murfreesboro, Tennessee." Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights. The Contractor, 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, Architect, and the Architect's consultants.

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The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.7 Confidentiality

§ 1.7.1 The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except (i) with

prior written consent of the Owner, (ii) information that was in the public domain prior to the date of this Agreement, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (iv) as may be required to perform the Work or by any applicable law, including the Record set of the Drawings, Specifications, and other documents which the Contractor is permitted to retain under Section 1.5 above. Specific information shall not be deemed to fall within the scope of the foregoing exceptions merely because it is embraced by more generic information which falls within the scope of one or more of those exceptions. The Contractor shall not disclose to others that specific information was received from the Owner even though it falls within the scope of one or more of those exceptions. The Contractor acknowledges and agrees that the existence of the Owner's particular interests and plans in the geographical area of the Project is a type of such specific information. In the event that the Contractor is required by any court of competent jurisdiction or legally constituted authority to disclose any Owner Information, prior to any disclosure thereof, the Contractor shall notify the Owner and shall give the Owner the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential.

§ 1.7.2 The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications, and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.

§ 1.7.3 The Contractor shall cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 1.7.

§ 1.7.4 The representations and warranties contained in this Section 1.7 shall survive the complete performance of the Work or earlier termination of this Agreement.

§ 1.7.5 Any and all inventions and discoveries, whether or not patentable, conceived or made by the Contractor as a result of the Contractor's discussions with the Owner or performance of the Work which are based substantially on the Owner's proprietary information, shall be and shall become the sole and exclusive property of the Owner. The Contractor agrees to disclose fully and promptly to the Owner all such inventions and discoveries. Upon request by the Owner, the Contractor agrees to assign such inventions and discoveries to the Owner, or cause them to be so assigned by its personnel. Further, the Contractor shall execute, or cause to be executed by its personnel, all applications, assignments, or other instruments which the Owner may deem reasonably necessary in order to enable the owner at its expense, to apply for, prosecute, and obtain patents in any country for said inventions and discoveries, or in order to assign and transfer to the Owner the entire right, title, and interest thereto.

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§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. refers to the City of Murfreesboro, a Tennessee municipal corporation. The City Manager is hereby designated by the Owner as its representatives and are authorized to act on behalf of the Owner, unless a new representative is subsequently designated in writing by the Owner.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.[Intentionally Deleted]

...

[Intentionally Deleted.]

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

...

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Owner shall furnish required surveys, legal limitation, and utility locations for the Project Site and may supply these through the Architect. Prior to commencing any excavation or grading the Contractor shall become satisfied as to the accuracy of all such information in the Contract Documents as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Architect in writing in order that proper adjustments can be made. Commencement by the Contractor of any excavation or grading shall be held as an acceptance of the survey data by the Contractor after which time the Contractor has no claims against the Owner resulting from alleged errors, omissions, or inaccuracies of the said survey data.

...

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Upon request the selected Contractor shall be supplied with three (3) copies of specifications and construction documents for execution of work. Additional copies may be obtained at the Contractor's expense.

§ 2.3.7 If the Work involves the renovation or modification of existing construction, it is the obligation of the Contractor to avoid disposal of any and all equipment, fixtures, furnishings, appurtenances and other items the Owner desires to keep. The Drawings or Specifications may identify items the Owner desires to keep, but the Contractor shall not rely exclusively upon the Drawings and Specifications for its determination. Accordingly, the Owner, at the request of the Contractor, shall provide to the Contractor a list of any and all such items.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period-five business days 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. Such action by the Owner and amounts charged to the Contractor are

both subject to prior approval of the Architect and the Architect 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 the Architect's 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 Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5 Extent of Owner's Rights.

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the design information contained in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. 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.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner, and, therefore, the Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations.

§ 3.2.2.2 In all cases of interconnection of the Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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§ 3.4.2 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, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) an affidavit stating that (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than ten (10) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

.2 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (iv) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (v) when in the judgment of the Owner or the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

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§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade.

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

§ 3.4.5 After 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 this paragraph. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Architect, such materials are equal to the material specified and entirely satisfactory for use in the project. The Architect shall be the sole judge of acceptability of substitution.

.1 By making requests for substitutions in accordance with this Section, the Contractor:

a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

b. Represents that he will provide the same warranty for the substitution that the Contractor would for that specified;

c. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

.2 The Architect will reply in writing to the Contractor stating whether the Owner, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner to reply will constitute notice of non-acceptance. Written acceptance of substitution will not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must comply with such requirements. Any adjustment in contract price will be accurately reflected in the required AIA Document G701 Change Order and no adjustment will be made unless so reflected.

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§ 3.5.2 All material, equipment, labor, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor further agrees to secure, assign, and deliver to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Such written warranties shall extend for the benefit of and be available to be asserted in the name of the Owner. Delivery of such written warranties is a condition precedent to final payment. If necessary as a matter of law, the Contractor may retain the right or the Owner may require Contractor to exercise the right to enforce directly any such manufacturers' warranties during the one-year period following the date of Substantial Completion.

§ 3.5.3 For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all kinds of work which in the judgment of the Owner, proves defective in materials and or workmanship.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for Except as set forth in Section 2.3.1, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Work, including, without limitation, all building permits, licenses, inspection, observation, and testing reports assigned to Contractor, and other similar items. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, parking meter removal, and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2; Section 3.8.2.2; and

.4 the Contractor shall solicit from information provided by the Architect at least three bids or acceptable pricing from existing subcontractor for all allowance items from Subcontractors or material suppliers acceptable to the Owner, the Contractor and the Architect, unless otherwise directed by the Architect. The Architect shall review the bids/pricing and recommend to the Owner the acceptance or rejection of the lowest bid/pricing. If accepted the Architect shall issue a Change Order to the Contractor as provided in Section 3.8.2.3.

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§ 3.10.1 The Contractor, promptly after being awarded the Contract, Within thirty (30) days after the date of the Owner's issuance of a notice to proceed with performance of the Work, the Contractor shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. Project and include a graphic depiction of the contemplated activities which are necessary incidents to performance of the Work, showing the sequence the Contractor proposes for each activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Following development and submittal of the construction schedule, the Contractor shall, at the end of each calendar month occurring thereafter during the period of the time required to finally complete the Work or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or which will affect the progress of performance of the Work yet to be performed. Failure of the Contractor to update, revise and submit the construction schedule as aforesaid shall be sufficient grounds for the Architect to find the Contractor in substantial default and certify to the Owner that sufficient cause exists to terminate the Contract or to withhold payment to the Contractor until a schedule or schedule update acceptable to the Architect is submitted.

...

§ 3.10.4 The construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Owner and the Architect that shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to in these Supplementary Conditions as "progress reports") as set forth in Section 3.10.1 or if requested by either the Owner or the Architect. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.5 In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents due to the fault of the Contractor, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with

the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

§ 3.10.5.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.5.

§ 3.10.5.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.6 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Section 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Section 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.

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§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Architect to determine compliance with the Specifications. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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§ 3.12.5.1 Shop Drawings shall be fully identified by Project name, location, supplier's name, date, drawing number and specifications section reference. The Contractor shall make no deviation from the approved drawings, and the changes made by the Architect, if any.

§ 3.12.5.2 Five copies of the shop drawings and brochures shall be submitted, unless electronic documents are requested. Contractor shall properly schedule the submission of Shop Drawings for approval to allow adequate time for checking of drawing, manufacture and shipment of items to job site in sufficient time to prevent delay in the construction schedule.

§ 3.12.5.3 Contractor shall coordinate the preparation of Shop Drawings of items which will be furnished by more than one manufacturer but are designed to interface when installed.

§ 3.12.5.4 If and when required by the Architect, the Contractor shall prepare and submit to the Architect a completely itemized schedule of Shop Drawings, brochures and other descriptive literature, listing each and all such items as required under these specifications, which schedule shall indicate for each required item:

- .1 Identification as to pertinent Specification Division
- .2 Item(s) involved.
- .3 Name of pertinent Subcontractor or supplier and the name of pertinent manufacturer.
- .4 Scheduled date of delivery of pertinent item to the Project.

§ 3.12.5.5 The Contractor shall require all Subcontractors to submit to the Architect through the Contractor complete brochures covering all materials and/or equipment proposed for use in the execution of the Work as required by their respective Divisions of the Specifications. These brochures shall be indexed and properly cross-referenced to the plans and specifications for easy identification.

§ 3.12.5.6 A list of all materials and equipment, together with manufacturers' drawings and catalog information shall be submitted to the Architect for approval prior to ordering material or equipment, but not later than 90 days after the date of the award of the applicable subcontracts. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information. The Architect's approval will not relieve the Contractor of the responsibility for performance of any terms of the Contract Documents.

§ 3.12.5.7 Nothing in Section 3.12 shall be construed to require the Contractor to assume any responsibility or duty of a consultant hired by Owner so long as such responsibility or duty is not the express responsibility or duty of the Contractor under the Contract Documents.

§ 3.12.6.1 Shop Drawings submitted to the Architect for approval shall first be checked and approved by the Contractor, the evidence of which shall be a "checked" stamp marked "Approved", or "Approved as Noted" on each copy of each Shop Drawing, placed thereon by the Contractor. Submitting a Shop Drawing without the Contractor's "checked" stamp will be cause for immediate return without further action. Each drawing correctly submitted will be checked by the Architect and marked "Reviewed," "Reviewed as Noted" or "Not Approved."

§ 3.12.6.2 Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not constitute cause for an extension of Contract Time, provided the submittals or Shop Drawings are timely reviewed and returned by the Owner.

§ 3.12.6.3 All Shop Drawings and submittals will be maintained on site for record purposes, but at no time shall Shop Drawings which have not been approved by the Architect be allowed in the field.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. professionals. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect. Any design professional the Contractor shall cause to provide services or certifications under this Section shall comply with reasonable requirements of the Owner regarding qualifications and insurance.

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§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work and (ii) the Building in the event of partial occupancy, as more specifically described in Section 9.9. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 3.13.4.1 Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

§ 3.13.4.2 The Contractor shall also comply with all insurance requirements applicable to use and occupancy of the Project site and the Building.

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks, landscape materials, and other improvements that are damaged or removed due to required excavations or Contractor's Work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect, the owner of such structures and facilities, and authorities having jurisdiction as required by the Plans and Specifications. In the event that a local authority having jurisdiction requires that such repairing and patching be done with its own labor and/or materials, the Contractor shall abide by such regulations and pay for such work.

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The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. Owner may need access to or use of certain areas of the site or Work prior to the Contractor's achievement of Substantial Completion, and that such occupancy, access or use shall not constitute the Owner's acceptance of any Work. The Contractor shall not enter any Owner-occupied area of the site or Project unless first approved and scheduled by the Owner. The Owner may incur damages if the Owner's operations on the Site are interrupted or impaired as a result of the Work. The Contractor shall afford the Architect and Owner's own forces, and the Architect's or Owner's other consultants, trade contractors, subcontractors and suppliers, access to the site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them Owner and Owner's agents and employees 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), including loss of use resulting therefrom, 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.

...

§ 3.18.3 The Contractor's indemnity obligations under this Section 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 3.18.4 The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold-harmless obligations under this Contract.

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Any reference in the Contract Documents to the Architect's taking action or rendering a decision within a "reasonable time" is understood to mean no more than two (2) weeks.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, Owner~~ and Architect. Consent shall not be unreasonably withheld.

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~ construction, until payment is due, and (with the owner's concurrence), from time to time during the one-year warranty period for correction of Work as set forth in Section 12.2.

...

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The authorized representatives and agents of the Architect, Owner, and such other persons as the Owner may designate shall have access to and be permitted to inspect all Work, subcontracts, materials, payrolls, records of personnel, invoices of materials and other relevant data and records for the Project wherever they are in preparation and progress. The Contractor shall provide proper facilities for such access and inspection and, when required, exact duplicate copies of the aforementioned data shall be furnished.

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§ 4.2.13 The Architect's decisions on ~~matters-matter~~ relating to aesthetic effect in connection with administration of the Contract will be final if consistent with the intent expressed in the Contract Documents.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including No later than 20 days after the full execution of the Agreement, the Contractor shall furnish the Owner and the Architect, in writing, with (i) the name, trade, and subcontract amount for each Subcontractor and (ii) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor design) and, where applicable, the name of the installing Subcontractor. If required, the Contractor shall provide owner with evidence that all proposed Subcontractors are competent to execute the various parts of the work assigned to them by their subcontracts. The Architect may reply within 14 days to the Contractor in writing stating (1) additional information in needed to assess a subcontract or subcontractor; (2) whether the Owner or the Architect (4) has reasonable objection to any such proposed person or entity or (2) requires persons or entities; or (3) that the Owner has granted Architect additional time for review. Failure of the Architect to provide notice within Owner or Architect to reply with the 14-day period shall constitute notice of no reasonable objection. No work shall be commenced until Subcontractors have been approved in writing by the Owner.

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract, attached to the Agreement and made a part thereof as Addendum A, and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

...

§ 5.4.2 Upon such assignment, if the Work If the Work in connection with a subcontract has been suspended for more than 30 days, days after termination of the Contract by the Owner pursuant to Section 14.2 and the Owner accepts

assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from any increase in direct costs incurred by such Subcontractor as a result of the suspension.

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§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

...

§ 6.1.5 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone as provided in Section 7.4.

§ 7.1.3 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, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 and Section 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

...

§ 7.2.2 All Change Orders must be on the form designated by Owner.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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. All Construction Change Directives must be on the form designated by Owner.

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- .2 Unit-The not-to-exceed unit prices stated in the Contract Documents or other unit prices subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; percentage fee as provided in Section 7.3.13; or

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment method and the adjustment shall be determined by the Architect 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, a reasonable amount, the stipulated allowance for overhead and profit as stated in Section 7.3.13.. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect 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:

...

- .2 Costs of materials, supplies, and equipment, including sales tax and cost of transportation, whether incorporated or consumed;

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§ 7.3.11 The cost of the change in the Work shall not include any cost not to be reimbursed as provided in the Agreement.

§ 7.3.12 The Contractor shall check all materials, equipment and labor entering into the Work as a result of changes in the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract for Construction, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to changes in the Contract.

§ 7.3.13 The percentage fee for overhead and profit combined, to be added to the cost of the change in the Work in determining the total cost to the Owner, shall be based upon 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 Subcontractor, 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's 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 be applied shall be determined in accordance with Subparagraph 7.3.6.
- .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. 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 \$500 be approved without such itemization.

§ 7.3.13 If a change in the Work results in a credit to the Owner, the credit shall be the net cost of the change as defined in Sections 7.3.7 and 7.3.11 and shall not include any allowance for the Contractor's or Subcontractors' overhead and profit.

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§ 8.1.2 The date of commencement of the Work is the date established in the Agreement-notice to proceed.

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§ 8.3.1 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 Architect, of an employee of either, 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 Architect determines, justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine~~ by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one day.

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Notwithstanding anything to the contrary in the Contract Documents, the Contractor's sole remedy for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (items i through iv herein collectively referred to in this Section 8.3.3 as "Delays"), whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work if permitted under Section 8.3.1 and, to the extent permitted under this Section 8.3.3, an adjustment in the Contract Sum. In no event shall the Contractor be entitled to any other compensation or recovery of any damages under or pursuant to this Section 8.3.3 in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

§ 8.3.3.1 The Contractor shall be permitted an adjustment in the Contract Sum if any Delays, either individually or taken in the aggregate, cause the Contract Time to be increased by more than 25 days (the "Elimination Period"). Any adjustment in the Contract Sum under or pursuant to this Section 8.3.3 shall be limited to the increase, if any, of direct costs incurred by the Contractor in performing the Work as a result of that portion of any Delay or Delays that cause the Contract Time to be increased in excess of the Elimination Period.

§ 8.3.3.2 Both the Owner and the Contractor acknowledge and agree that the Elimination Period shall not apply to a Delay caused by the Owner. Any extension in the Contract Time in connection with an Owner-caused Delay shall not be considered in determining whether or not the Contractor has incurred Delays that, in the aggregate, exceed the Elimination Period.

§ 8.3.3.3 Extended overhead profit or damages will not be allowed, including those relating to weather delays. If the Contractor neglects, fails, or refuses to complete the work within the time herein specified, the Contractor must, as a part consideration for the awarding of this Contract, to pay liquidated damages to the Owner.

§ 8.3.3.4 The Contractor shall assure that all of Subcontractors and suppliers are bound to a contractual provision providing that they are entitled to no additional compensation or damages on account of delays arising from any cause and shall indemnify Owner from any claims arising from its failure to do so.

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Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. **§ 9.2.1** Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect within 10 days of full execution of the Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of

values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors, and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (i) description of Work (listing labor and material separately), (ii) total value, (iii) percent of the Work completed to date, (iv) value of Work completed to date, (v) percent of previous amount billed, (vi) previous amount billed, (vii) current percent completed, and (viii) value of Work completed to date. Any trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If trade breakdown had been initially approved and subsequently used but later was found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

...

§ 9.3.1.3 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner: (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect. If required by the Owner's title insurer, if any, the Contractor shall execute a personal gap undertaking in form and substance satisfactory to such title insurer.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall also comply with the following specific requirements:

- .1 The aggregate cost of materials stored off site shall not exceed \$ 50,000 at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's Construction Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.
- .4 The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
- .5 Representatives of the Owner and the Lender shall have the right to make inspections of the storage areas at any time.

- .6 Such materials shall be (i) protected from diversion, destruction, theft, and damage to the satisfaction of the Owner and the Lender, (ii) specifically marked for use on the Project, and (iii) segregated from other materials at the storage facility..

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§ 9.3.3.1 The Contractor further expressly undertakes to defend the Indemnitees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Indemnitees as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, payments due the Contractor, or any portion of the property of any of the Indemnitees (referred to collectively as "liens" in this Section 9.3.3). The Contractor hereby agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a lien or claim of lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (i) issued by a surety acceptable to the Owner, (ii) in form and substance satisfactory to the Owner, and (iii) in an amount not less than Two Hundred percent (200%) of such lien claim or such other amount as required by applicable law. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section 9.3.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.3.3.3 Notwithstanding the foregoing, except in the event that (i) a bond surety has provided indemnification for and continues to actively pursue the full release of any lien through the most expedient means; and (ii) the lien is causing the Owner to incur no negative consequences or costs, the Owner reserves the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor or surety shall promptly reimburse the Owner, upon demand, for any payments so made.

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§ 9.4.3 If, subsequent to issuing any certificate pursuant to this Section 9.4, Architect should determine that any previous certificate was in error (whether by review of additional conditions or documents, discovery of mathematical error, or any other reason), then Architect shall issue a Revised Certificate for Payment, setting forth the changes in the amounts due Contractor as well as the reason for such revision.

...

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner shall not be deemed in default by reason of withholding payment to the extent necessary in the Owner's reasonable opinion to protect the Owner while any of the conditions described in 9.5.1.1 through 9.5.1.7 remain.

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§ 9.5.5 In the event the Contract causes the Architect to perform Additional Services and incur expenses concerning Change Order, interpretations of the Documents, or defect/deficiency in the Work, the Contract Amount will be reduced by the amount of compensation due the Architect and Owner will set off that amount from the next Payment to the Contractor.

§ 9.5.6 If any claim or lien is made or filed with or against the Owner, the Project, or the Premises by: (i) (y) any person claiming that the Contractor or any Subcontractor; or (z) other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the work; or (ii) if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or (iii) if the Contractor or any Subcontractor or other person under it causes damages to the Work or to any other work on the Project, or (iv) if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Architect shall withhold certification and the Owner shall have the right to retain from any payment then due or

thereafter to become due an amount which the Architect shall deem sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon; (2) make good any such nonpayment, damage, failure or default; and (3) compensate the Owner for an indemnity if against any and all losses, liability, damages, costs and expenses, including reasonable attorney's fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes and if such retained amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

...

§ 9.6.4.1 Without creating any obligation to do so, the Owner may elect to make payments jointly to the Contractor and to the Subcontractor identified on the Contractor's Application for Payment, unless the Contractor has any reasonable objection based upon an event of default under the Subcontract Agreement. Payment by the Owner to the Contractor and Subcontractor jointly shall not create a contractual relationship between the Owner and the Subcontractor, obligate the Owner to pay the Subcontractor directly in the future, or create contractual rights under the Contract for Construction in the Subcontractor against the Owner.

§ 9.6.4.2 Without creating any obligation to do so, the Owner may elect to make payments jointly to the Contractor and to the Subcontractor identified on the Contractor's Application for Payment, unless the Contractor has any reasonable objection based upon an event of default under the Subcontract Agreement. Payment by the Owner to the Contractor and Subcontractor jointly shall not create a contractual relationship between the Owner and the Subcontractor, obligate the Owner to pay the Subcontractor directly in the future, or create contractual rights under the Contract for Construction in the Subcontractor against the Owner.

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.**§ 9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made timely upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to timely make any payment due the Owner, in no event more than five business days from demand, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use-use; provided, however, that as a condition precedent to Substantial Completion, the Owner has

received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. The Architect will make only one inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

...

§ 9.8.6 The acceptance of Substantial Completion and final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance.

§ 9.8.7 The Contractor shall be responsible for collecting, identifying, indexing and collating the following materials from the Subcontractors, and will deliver the finished document to the Architect to verify completeness. The Architect will deliver three copies of the following to the Owner: Complete equipment diagrams, operating instructions, maintenance manuals, parts lists, wiring diagrams, pneumatic and/or electrical control diagrams, test and balance reports, inspection reports, guarantees and warranties, as applicable, for each and every piece of fixed equipment furnished under this Contract to be supplied in a ring binder, hard-cover book, properly indexed for ready reference. Also, specific information regarding manufacturer's name and address, nearest distributor and service representative's names, addresses, office and home phone numbers, make and model numbers, operating design and characteristics, etc., will be required. All information submitted shall be current as of the time of submission.

§ 9.8.8 Subsequent to the time of Substantial Completion and receipt of contract record sets and operations and maintenance books, but prior to the date of final acceptance, the Contractor and/or Subcontractor shall provide a competent and experienced person (or persons) thoroughly familiar with the Work for a reasonable period of time but not less than 40 hours to instruct the Owner's personnel in operation and maintenance of equipment and control systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that operation personnel will be thoroughly familiar with both the system and the data supplied.

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§ 9.10.1.1 All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner. Liquidated damages to the date of Substantial Completion shall be deducted by Construction Change Directive from the Contract Sum and from the Substantial Completion payment. The Contractor's final Application for Payment shall be accompanied by a completed and notarized Certificate of Contract Completion in the form prescribed by the Owner. Any items required by the Contract Documents not previously submitted shall accompany the final Application for Payment.

§ 9.10.1.2 The Architect will make only one inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with

the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. Releases of liens shall be furnished by the Contractor on AIA Document G706 or a form approved by the Architect. Subcontractors and materials suppliers' lien releases may be provided by the Contractor.

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- .3 terms of special warranties required by the Contract Documents; ~~or~~
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final ~~payment-payment;~~
or
- .5 damages including attorney's fees and costs incurred by the Owner resulting from lawsuits brought against the Owner, the Architect or their agents, employees or representatives because of acts or omissions on the part of the Contractor, any Subcontractor, or any of their employees, agents or representatives.

...

§ 9.11 The Contractor and Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss or incurred additional expenses if Contractor does not achieve Substantial Completion upon the date set, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, as amended by this Supplementary Conditions, and reflected in a written, signed Change Order. The parties also recognize the delays, expense, and difficulties will be unduly burdensome or impossible to determine with a reasonable degree of accuracy and, therefore, Owner and Contractor agree that Contractor will pay to Owner liquidated damages for such delay—which liquated damages are recognized as a reasonable estimation of damages the Owner will incurred and not a penalty—as specified in the Agreement for each day that expires after the Substantial Completion Date.

...

§ 10.1.1 The Contactor shall require all of its employees and the employees of Subcontractors to conduct themselves in a safe and professional manner and in conformity with all work procedures, either endorsed or prohibited, and utilizing all personal protection devices included, within OSHA and TOSHA Construction Safety Regulations. The Contractor shall take all necessary precautions for the safety of the persons on or near the site of the Work, and shall comply with all applicable laws, rules, regulations and orders to prevent accidents or injuries to persons on or in the proximity of the Project site. The Contractor shall put into place a meaningful and effective safety program comprised of regular safety training of its employees on site, focusing upon various topics which, from time to time, its employees are likely to encounter in performing the Work. The Owner will cooperate with all safety audits and recommendations with regard to improving worker's safety, but the Contractor hereby acknowledges and agrees that the Owner is not responsible, in whole or in part, for the Work, execution of the Work or initiating, maintaining and supervising any safety precautions and programs in connection with the Work or the Project.

§ 10.1.2 2 Without limiting or diminishing the Constructors responsibility for protection of the site of the Work as set forth in 10.1.1, Contractor shall:

- .1 Protect excavation, trenches, buildings and grounds from water damage of any sort, furnishing the necessary equipment to provide this protection during the life of the contract and Constructing and maintaining necessary temporary drainage to keep excavations free of water.

- .2 Provide protection for the work against wind, storms, cold or heat, including, without limitation, at the end of each day's work, covering new work likely to be damaged, and if low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect;
- .3 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.;
- .4 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

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§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

...

§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.10 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a concealed and undisclosed hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and polychlorinated biphenyls are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall

the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

§ 10.3.3 To the fullest extent permitted by law, including the Tennessee Governmental Tort Liability Act, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any 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 in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth in Section 11.1.1, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the coverages set forth in the Schedule of Insurance, attached to the Supplementary Conditions as Addendum A and made a part of this Agreement. All such insurance shall be written on an occurrence basis. Information concerning reduction of coverage shall be furnished by the Contractor promptly.

...

The Owner shall maintain the Owner's usual liability insurance; provided, however, that unless otherwise specifically provided by the Owner for the Work, the Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract.

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time

and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. Contractor hereby releases and discharges the Owner from all liability to the Contractor, and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment, or other property, however caused. Contractor's policies of insurance shall not prohibit this waiver of subrogation, and the Contractor shall cause its Contractor's risk and property insurance company to issue a waiver of subrogation consistent with this provision. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§11.6 Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of the Contract for Construction, and the Owner shall be entitled to pursue any remedy in law or equity if the Contractor fails to comply with the provisions of this Contract for Construction. Indemnity obligations specified elsewhere in this Contract for Construction shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. For purposes of the preceding sentence, Contractor shall correct such Work promptly if Contractor commences such correction within seven days following the date of written notice from the Architect and thereafter diligently prosecutes such correction to completion. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to

notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2. Upon completion of any Work under or pursuant to this Section 12.2, the one-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Section 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.~~

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, Section 13.2.2 or elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. In case the Contractor, on written consent of the Owner, assigns all or any part of any money due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee to any money due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in the Contract Documents.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender ~~providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents, or other entity providing construction financing or credit enhancement for the Project.~~ The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.3.1 ~~Duties~~ Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

...

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. The Contractor also agrees the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor,

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§ 13.6 Severability.

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

§ 13.7 Duty of Good Faith

Each party hereto agrees to act in good faith with respect to the Project and Work and to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

§ 13.8 Applicability to Subcontractors

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

§ 13.9 No Waiver

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a written Change Order signed by a duly authorized representation of Owner. No "constructive" changes are permitted and no actions, omissions, course of conduct, or practice shall be deemed a change, amendment, or waiver to the Contract Documents. Other than the City Manager, or his written delegee, no person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents.

§ 13.10 Notices Regarding Liens

§ 13.10.1 Contractor shall provide all notices required or permitted by the laws of the state in which the Project is located for protection of Owner from liens and claims of lien if permitted or required by applicable law. Contractor shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

§ 13.10.2 Contractor shall provide Owner with copies of all notices received by Contractor from subcontractors, sub-subcontractors, and/or suppliers to Contractor.

§ 13.11 Executed Non-Collusion Affidavit of Subcontractor

The Contractor shall require each of the Subcontractors to execute the attached Non-Collusion Affidavit of Subcontractor.

§ 13.12 Pre-Blast Survey

In the event that the Contractor must perform any blasting during construction operations, the Contractor shall be responsible for conducting his own pre-blast survey at no cost to the Owner.

§ 13.12 Utility Service

Unless otherwise provided in the Contract Documents, the Contractor shall provide and maintain at Contractor's own expense any water, electric, or other utility service necessary for the performance of the Work.

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§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30-60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; and
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;stopped.
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

...

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions

of the Work because the Owner has ~~repeatedly~~ persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

- .1 ~~repeatedly~~ persistently refuses or fails to supply enough properly skilled workers or proper materials;

...

- .3 ~~repeatedly~~ persistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

...

§ 14.2.4 ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and sum of the costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, Owner shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.~~

§ 14.2.5 When the Owner terminates the Contract for one of the reasons state in Section 14.2.1, the Contractor shall be liable to the Owner for the expenses for additional managerial and administrative services provided in Article 14 hereof and also for the per diem liquidated damages, if any, agreed upon in the Agreement:

- .1 for each day the Contractor is in arrears in the Work at the time of said termination as determined by the Architect, and
- .2 for each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Surety to effect another contract for completion of the Work, including resumption of Work thereon,
- .3 provided, however, that the sum of Subparagraphs 14.2.5.1 and 14.2.5.2 shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the Work.

§ 14.2. If the Owner terminates the Contract for Construction for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event, said termination shall be deemed a termination for convenience as set forth in Section 14.4.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and overhead. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum. Any such payment to contractor pursuant to this Section 14.4.3 constitutes the exclusive remedy Contractor may have against Owner for its work on the Project once Owner has terminated Contractor for convenience, and is in place of any other claim or recovery Contractor may have against Owner arising out of or in any way connected with the Project, including but not limited to any claim for breach of the Agreement.

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§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to 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 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker; ~~provided, however, that the claimant shall use its best efforts to furnish the Initial Decision Maker and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim~~ 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. ~~Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 15.2 shall not commence until a written notice from the claimant is received by the Initial Decision Maker. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.~~

...

§ 15.1.6.2 ~~If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Extensions of time will not be granted for delays caused by inadequate construction force or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed. Extensions of time will not be granted for delays caused by weather or weather related conditions as follows unless properly documented and accepted per the project specifications.~~

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~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Extensions of time will not be granted for delays caused by inadequate construction force or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed. Extensions of time will not be granted for delays caused by weather or weather related conditions as follows unless properly documented and accepted per the project specifications~~

...

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for ~~initial~~ decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, ~~an initial-a~~ decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.8 The decision of the Initial Decision Maker in response to a Claim shall not be a condition precedent to mediation and binding dispute resolution in the event (1) the positions of the Initial Decision Maker and Architect are vacant, or (2) the Claim relates to a construction lien.

[Intentionally Omitted]

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

All disputes shall be addressed in accordance with Addendum B.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 15.4.4.3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:52:47 on 05/20/2026 under Order No. 20250102975 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ADDENDUM A
Contractor's Standard Form Subcontract

[Cover page – See attached]

ADDENDUM B

DISPUTE RESOLUTION PROCEDURES

1. Disputes

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.
- 1.2 Contractor and the Owner will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.
- 1.4 The parties must:
 - a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and
 - b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning Change Orders for modification of the Guaranteed Maximum Price or Project Schedule, Contractor must first follow the provisions of any Claim procedure established by the Contractor Agreement before seeking relief under these Procedures.

2. Emergency Arbitration

- 2.1 If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either Party considers necessary to prevent or mitigate a material delay to the critical path of the Construction Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a Party, either Party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:
 - a. The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;
 - b. If the Emergency Arbitrator has not been selected at the time a Party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.
 - c. The Emergency Arbitrator must be an attorney with at least 10 years' experience with commercial construction legal matters in Tennessee, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of the American Arbitration Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules")

- 2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.
- 2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either Party may upon three days' additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.
- 2.5 All proceedings to arbitrate Time Sensitive Disputes will be conducted in Rutherford, Davidson, or Williamson counties, Tennessee.
- 2.6 Presentation, request for determination (i.e., a Party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in Section 3.5 hereof.
- 2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Construction Services, subject to review *de novo* by arbitration after the Project Substantial Completion Date.
- 2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.
 - a. Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;
 - b. The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a Party that fail to meet this obligation

3. Non-Emergency Arbitration

- 3.1 Except as provided in Section 5 hereof, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a *de novo* review of an emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.
 - a. The parties each select an arbitrator within 15 days after Notice that a Party desire to resolve a dispute by arbitration.
 - b. The two arbitrators then each select a third arbitrator.
 - c. The arbitrator(s) must meet the qualifications of Emergency Arbitrators as provided in Section 2 hereof.
- 3.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.
- 3.3 In connection with such arbitration, each Party is entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.
- 3.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.

- 3.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a “Proposed Resolution”).
- a. Each Party’s Proposed Resolution must be fully dispositive of the dispute.
 - b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
 - c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.
 - d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
 - e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
 - f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.

4. **Continuing Work.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the Owner will continue to make payment to Contractor in accordance with the Contractor Agreement.

5. **Exceptions**

- 5.1 Neither the Owner nor Contractor are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the Owner and Contractor.
- 5.2 The Owner or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.
- 5.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Murfreesboro Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of the Owner (the City) acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.
- 5.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

Agenda Item Title: Middle Tennessee Exterminating Pest Control Services for FY27 - Approve use of SWC 136 Agreement

Board Meeting Date: July 28, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Murfreesboro City Schools requests approval to use Middle Tennessee Exterminating, LLC, for pest control services during the 2026-2027 fiscal year through Tennessee Statewide Contract 136, Contract No. NV77045. Services and pricing will be provided in accordance with the statewide contract, and all expenditures will remain within approved budgeted line items.

Staff Recommendation

Approval of Middle Tennessee Exterminating, LLC, to provide pest control services through Tennessee Statewide Contract 136 during the 2026-2027 fiscal year.

Fiscal Impact

The District spent approximately \$44,000 for these services last fiscal year. With the addition of 910 Ridgley Road and anticipated service needs across the District, expenditures are expected to exceed \$50,000 this fiscal year. All expenditures will remain within approved budgeted line items. Funding will be derived from the general purpose budget.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

SWC# 136 Pest Control Services **Contract Information and Usage Instructions**

Contract Period: This is a three-year contract term running from December 1, 2022, to November 30, 2025, with 2 one-year renewal options. If both renewals are exercised, this contract will expire on November 30, 2027. This contract was solicited as ITB Event #32110-12552.

Summary/Background Information: The purpose of this Invitation to Bid ("ITB") is to provide pest control services to include all labor, equipment and materials per specifications outlined below. Pest control is defined as the control and elimination of specific incidents of all nesting and breeding pests and the control treatment of all potential nesting and breeding areas to prevent infestation.

State Contact Information:

Contract Administrator

Taylor Dozier
Services Category Specialist
Central Procurement Office
(615) 532-0400
Taylor.Dozier@tn.gov

Supplier Contact Information:

Middle Tennessee Exterminating

Connie Stanfill
242 W Main St. Ste 210
Hendersonville, TN 37075
(615) 824-0439
(615) 405-9485
middletnexterminators@gmail.com

Contract #NV77045

Contract Documentation Links:

[SWC 136 Added Locations & Per Request Services Pricing](#)

Tab 1: TDOT Region Map

Tab 2: Added Locations Pricing per Region

Tab 3: Per Request Services Pricing

Monthly Pest Control Services:

Recurring monthly pest control services cover mice, rats, and all types of insects to include, but not be limited to: cockroaches, ants (excluding fire ants, crazy ants, and carpenter ants), flies, fleas (inside), crickets, silverfish, ground beetles, spider mites, bees (except carpenter bees), wasps, hornets, yellow jackets, millipedes, centipedes, spider (excluding poisonous spiders) and other stored product type pests.

To set up Monthly Recurring Services, please follow the instructions below as applicable.

Locations & Counties with identified Line Items on the awarded contract.

1. Contact the supplier to request services.
 - a. Provide them with "SWC 136 Contract #NV77045."
 - b. Provide information regarding scheduling and onsite protocol.
 - c. Ensure monthly price is equal or lower than the established Line-Item rate.

Locations & Counties without identified Line Items on the awarded contract.

1. Determine the Agency, county location, and associated TDOT Region. Tab 1 of the "SWC 136 Added Locations & Per Request Services Pricing" includes a TDOT Region Map and list of Counties per Region.
2. Determine the square footage and number of food areas the facility has.
3. Utilizing the chart on Tab 2 of the "SWC 136 Added Locations & Per Request Services Pricing" for your location's TDOT Region, find the "Not to Exceed" rate that would apply to your facility.
4. Contact the supplier to request services.
 - a. Provide them with "SWC 136 Contract #NV77045."
 - b. Provide the information regarding facility square footage, schedule of service, and on-site protocol. The supplier may then schedule an onsite visit.
 - c. Ensure monthly price is equal or lower than the established "Not to Exceed" rate.

*****Locations & Counties that do not have line-item identification numbers on the awarded contract and will be "Open Item Reference" when creating a PO.**

Premium Per Request Services:

Premium per request services cover termites, poisonous spiders, bed bugs, and fire ants. To request Premium Per Request Services, please follow the instructions below.

1. Using the charts on Tab 3 of the "SWC 136 Added Locations & Per Request Services Pricing", determine the "Not to Exceed" rate applicable to your facility.
2. Contact the supplier to request services.
 - a. Provide them with "SWC 136 Contract #NV77045."
 - b. Provide the information regarding facility square footage, schedule of service, and on site protocol. The supplier may then schedule an onsite visit.
 - c. Provide the information regarding the number of beds for bed bugs or if this is for preventative treatment or an active infestation as applicable.
 - d. Ensure monthly price is equal or lower than the established "Not to Exceed" rate.

Requisition and Purchase Order Generation:

For additional resources please visit TeamTN where you can find helpful Job Aids and Webinars by visiting the following links below:

<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

The billing period is Net 45 payment terms. Middle Tennessee Exterminating does accept the P-Card payment option.

SWC# 136 – Pest Control Services - Edison #: NV77045

Contract Start Date: December 1, 2022

System Expiration Date: November 30, 2025

Estimated Liability: \$1,168,681.37

Spend to Date: \$672,335.72 (December 1, 2022 to May 16, 2025).

Background: This contract serves to provide pest control services including all labor, equipment, and materials. Pest control is defined as the control and elimination of specific incidents of all nesting and breeding pests and the control treatment of all potential nesting and breeding areas to prevent infestation.

Request: To exercise the first renewal option. The CPO has found the pricing on this contract to be in line with current market conditions.

Competitively Procured: Yes

of Invitations Sent: 173

of Bids Received: 5

Supplier Name and Location:

MIDDLE TENNESSEE EXTERMINATING LLC
122 STRATHMORE WAY
HENDERSONVILLE, TN 37075

Main User Agencies: Transportation, Intellectual & Developmental Disabilities, Environment & Conservation

Contract Line Items: 255

Line item detail is available upon request due to the number of line items.

Agenda Item Title: Johnson Controls Agreement for FY27 Fire Protection Services - Approve use of SWC 172

Board Meeting Date: July 28, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda ☐
Action Item ☒
Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS requests approval to use the awarded contractors under Tennessee Statewide Contract 172 for fire protection services during the 2026-2027 fiscal year. The contract includes fire alarm systems, fire sprinkler systems, emergency lighting, fire extinguishers, backflows, kitchen hoods, suppression systems, fire hydrants, inspections, monitoring, maintenance, repairs, and related services.

Staff Recommendation

Approve use of SWC 172 Agreement with Johnson Controls for FY27 Fire Protection Services

Fiscal Impact

Expenditures will be based on services rendered and paid from approved 2026-2027 budgeted line items. Based on prior expenditures with Elite Fire Brothers and anticipated service needs, total expenditures are expected to exceed \$50,000. Services and pricing will be provided in accordance with the statewide contract, and all expenditures will remain within approved budgeted line items. Funding will be provided through the general purpose budget.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

SWC# 172 Security and Fire Protection Services **Contract Information and Usage Instructions**

Contract Period: This contract has a total five-year term beginning August 1, 2024. The initial term is four years with an optional one-year renewal.

Current Contract Expiry Date: July 31, 2028

Summary/Background Information:

The purpose of this constant compete contract is to provide fire, security, and life safety system services/products to the State and its Authorized Users in efforts of keeping facilities compliant with all applicable safety codes and regulations. This contract is open to Local Governments.

State Contract Administrator:

Lauryen Harris
Category Specialist
Central Procurement Office
615-361-4868
Lauryen.Harris@tn.gov

Contractor Contact Information:

A3 Communications

Edison Contract Number: 83644
Gary Cail (Sr. Account Manager Tennessee/Mississippi)
gcail@a3communications.com
901-651-1353

Everon, LLC (FKA ADT Commerical LLC)

Edison Contract Number: NV83834
tn.gov.requests@everonsolutions.com (7:30 am-4:30 pm)

Convergint Technologies LLC

Edison Contract Number: 83713
Services: tns wc172@convergint.com
Billing: contractvehicles@convergint.com

Johnson Controls Fire Protection LP

Edison Contract Number: 84823

Darron Ewing

Hugh.ewing@jci.com

615-493-2974

Mobile Communications America Inc.

Edison Contract Number: 83739

Jamie Beadles (Operations Manager)

jaimebeadles@callmc.com

Mid-South Security Support

mssecuritysupport@callmc.com

Stone Security

Edison Contract Number: 83934

Services: Andy Schreyer (Vice President of Security Technology & Marketing)

andy@stonesecurity.net

Office: 877-888-0129

Cell: 801-647-5114

Billing: Kelli Lacerda

AccountsReceivable@stonesecurity.net

Service Categories:

There are 16 categories covered under this contract. Suppliers' names are listed next to each of their awarded categories below:

Category 1: Backflow Prevention System - Backflow prevention systems prevent contamination of the potable water distribution through infiltration of stagnant water or substances from industrial or fire protection piping. *(Everon, Johnson Controls)*

Category 2: Sandpiper Inspections - For entities with existing standpipes and fire hose systems in-service to be tested annually. *(Everon, Johnson Controls)*

Category 3: Automatic Fire Pumps - Automatic fire pumps boost water pressure for high hazard areas and where water demand exceeds available pressure. In the event of pump failure, a sprinkler system will not perform at the required levels established for adequate protection of a facility and its occupants. *(Everon, Johnson Controls)*

Category 4: Fire Sprinkler Systems - Inspecting sprinkler systems to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards. *(Everon, Johnson Controls)*

Category 5: Fire Detection – Fire Alarm Systems - Specifically for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LEDs, control panels, control equipment, batteries, and wiring or cabling. *(Everon, A3, Convergent, Johnson Controls)*

Category 6: Emergency Lighting - Identify any issues that could compromise the performance of

mechanical and/or electronic components of the emergency lighting system (*Everon, Johnson Controls*)

Category 7: Special Hazard Fire Suppression Systems - These systems protect aircraft, computer rooms, fuel pump islands, clean rooms, rare documents, telecommunications centers, power plants, tire storage facilities and many other high-values and/or high-hazard assets. Used where chemicals, flammables, equipment or processes require specialized fire suppression strategies (*Everon, Johnson Controls*)

Category 8: Portable Fire Extinguisher Inspection - Portable extinguishers must be tested to be certain that they are charged and in proper working order, and suitably located according to their potential hazard environment. (*Everon, Johnson Controls*)

Category 9: New Portable Fire Extinguishers - New portable fire extinguishers purchased under this contract must include all component hardware, charge, and propellant, have a minimum six-year factory warranty, meet UL, DOT, NFPA, OSHA, FEMA, etc. standards, be corrosion resistant, and have metal valve assemblies. (*Everon, Johnson Controls*)

Category 10: Kitchen Fire Suppression Commercial Hood System - Kitchen fire suppression systems must be in peak working condition to ensure the safety of employees and patrons alike. Inspections must be performed in accordance with applicable standards, current codes and requirements for this equipment, including use of dry chemical extinguishing agents. (*Everon, Johnson Controls*)

Category 11: Commercial Hood System Cleaning - In accordance with State EPP Policy, the cleaning products used for Commercial Hood Systems Cleaning should be in accord with the standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council. Hood cleaning products registered under NSF International are also acceptable. (*Everon*)

Category 12: Access Control Systems - Access Control System (TACACS) is a centralized access control system that requires users to send an ID and static (reusable) password for authentication. TACACS uses UDP port 49 (and may also use TCP). Reusable passwords are a vulnerability: the improved TACACS+ provides better password protection by allowing multifactor authentication. (*Everon, A3, Convergent, MCA, Stone Security, Johnson Controls*)

Category 13: Burglar Alarm Systems - The Burglar Alarm Systems category includes, but is not limited to the following services: System Monitoring, installation of new systems, replacing or upgrading of systems, removal of existing systems, maintenance and repair (including emergency repairs) of systems, integrating to existing systems as requested, providing and installing all related equipment and items that are needed to complete work, etc. (*Everon, A3, Convergent, MCA, Stone Security, Johnson Controls*)

Category 14: Surveillance Services and Equipment - This category includes, but is not limited to the following services: All aspects of cloud-based and video surveillance systems, services, and equipment, installation of new systems, replacing or upgrading of systems, removal of existing systems, maintenance and repair (including emergency repairs) of systems, integrating to existing systems as requested, providing and installing all related equipment and items that are needed to complete work, etc. (*Everon, A3, Convergent, MCA, Stone Security, Johnson Controls*)

Category 15: High Security Controls Systems - The High Security Control Systems category includes, but is not limited to the following services: Replacement or upgrade of systems, Testing, training, the DCS category custom-integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), custom tailoring, programming, and configuring to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental

health, or similar secure facilities, and maintenance and repair, including emergency repairs of systems. (Everon, A3, MCA, Johnson Controls)

Category 16: Inspections & Monitoring – (1) The Fire Extinguishing System category includes inspections of new extinguishing systems, including: Pre-engineered systems and Engineered systems. **(2)** For Fire Sprinkler Systems, awarded vendors will be required to perform the following annual services: Inspect installed equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, unusual wear/corrosion, hose connections, hose racks, fire department connections, and other equipment, provide condition analysis report for all equipment inspected, and ensure that systems are constantly operational. **(3)** For Fire Alarm/Protective Signaling Systems, awarded vendors will be required to perform the following semiannual/annual inspection services: Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances, Inspect fuses, lamps, LEDs, control equipment including all wiring, connections, and insulation, and provide agencies with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties. **(4)** For Alarm Monitoring, awarded vendors will be required to Provide a 24-hour, 7 day per week UL listed station for monitoring alarm systems, including providing backup communication using a radio or cellular service. (Everon, A3, Convergent, Johnson Controls) **NOTE: Johnson Controls is awarded category 16 excluding Fire Alarm Monitoring services.**

Emergency Call Procedures:

All SWC 172 vendors are to respond to emergency calls **within four (4) hours** of authorization by phone or email. Not to Exceed Estimates **are not required** prior to authorizing emergency jobs. Please refer to the chart below for specific emergency contacts and procedures for each supplier.

<u>A3 Communications</u> 888-809-1473 (24/7)	<u>Everon LLC</u> 1-844-538-3766 (after 4:30 pm)	<u>Stone Security</u> TBA <i>*Please continue utilizing the main contact(s) above*</i>
<u>Convergent Technologies LLC</u> - tnswc172@convergent.com 24/7 Monitored Hotline: (877) 735-1110 NOTE: Please send your request to the dedicated State of TN email. If you do not receive a prompt response, please follow up with a call to the 24/7 hotline.	<u>Mobile Communications America Inc.</u> - Jaime Beadles (901) 464-3115 - Joseph Barringer (901) 229-5725 NOTE: Please start by emailing your request. If you do not receive a prompt response, follow up with a phone call to Mr. Beadles then Mr. Barringer.	<u>Johnson Controls</u> - Fire Emergency: 888-746-7539 - Security Emergency: 800-289-2647 NOTE: These numbers are monitored 24/7.

Usage Instructions:

End Users are encouraged to utilize the constant compete award structure when procuring services unless otherwise approved by the contract administrator. End Users should send a

detailed job scope to applicable awarded suppliers in that category. Suppliers must respond to quote requests **within two to five business days**. If no responses are submitted by close of business the 5th business day, please contact the contract administrator.

NOTES:

- Unless deemed an emergency, **all jobs** must be quoted using the Not to Exceed Estimate Template below. Agencies will fill out part 1. Suppliers will complete parts 2-5. Contractors may attach supporting documentation if applicable.
- Not to Exceed Estimates should always be provided free of charge to end users.
- Suppliers have a **minimum of 2** business days and a **maximum of 5** business days to respond to quote requests. Please be mindful of weekends, holidays, etc. when submitting quotes to suppliers as these do not count as business days.
- Agencies are permitted to fill out forms requesting basic facility information (i.e. facility address, contacts, business hours, etc.) However, **please do not to sign ANY documents requiring signature.** Please contact the contract administrator if you receive requests to do so before or after services are rendered with the document(s) attached.
- End Users are encouraged to award to the supplier providing the lowest Not to Exceed Estimate and meeting specifications unless written approval is provided by the CPO Contract Administrator to utilize another Contractor.
- Suppliers should not apply surcharges for transportation, fuel, energy, insurance, or any other reason. Agencies should reach out for a revised invoice if these charges appear.
- All suppliers/technicians **must sign in and out** of a Job Log to accurately report service time on site.

Payment & Performance Bonds:

Payment Bonds

The payment bond will be in an amount equal to twenty-five percent (25%) of the job price on all jobs in excess of fifty thousand dollars (\$50,000.00).

1. State Agency/Authorized User receives quotes over \$50,000.00 for a project under

SWC 172.

- Note: If the Authorized User anticipates quotes over \$50,000.00, please include a reference to (insert applicable term reference) when the quote request is sent, to remind the supplier(s) of this requirement.
2. "Awarded" supplier is identified with the lowest quote.
 3. State Agency/Authorized User requests the performance bond per Terms and Conditions section 8.11. The initial bond can be sent via email as a PDF. Please see Attachment E.
 4. State Agency/Authorized User emails the PDF bond to the SWC Administrator for verification. The SWC Administrator may ask the supplier for changes based on the CPO Risk Manager's review. Once deemed compliant with the terms and conditions, the SWC Administrator will request the hard copy bond be mailed to CPO.

Performance Bonds

The performance bond shall be in an amount equal to one hundred percent (100%) of job price on all jobs in excess of fifty thousand dollars (\$50,000.00).

1. State Agency/Authorized User receives quotes over \$50,000.00 for a project under SWC 172.
 - Note: If the Authorized User anticipates quotes over \$50,000.00, please include a reference to (insert applicable term reference) when the quote request is sent, to remind the supplier(s) of this requirement.
2. "Awarded" supplier is identified with the lowest quote.
3. State Agency/Authorized User requests the performance bond per Terms and Conditions section 8.12. The initial bond can be sent via email as a PDF. Please see Attachment D.
4. State Agency/Authorized User emails the PDF bond to the SWC Administrator for verification. The SWC Administrator may ask the supplier for changes based on the CPO Risk Manager's review. Once deemed compliant with the terms and conditions, the SWC Administrator will request the hard copy bond be mailed to CPO.

NOTE: Once a job exceeds \$50,000, **BOTH** payment and performance bonds are required.

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please reference the CPO Job Aids on the following page: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

FOB Destination; Net 30 Payments

Human Resources Personnel Report 6/15/26 - 7/20/26

Certified Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Hire Date</u>	<u>Start Date</u>
Jaylyn White	HG	School Counselor	<u>7/1/2026</u>	7/31/2026
Taylor Tenniswood	ESE	3rd Grade	<u>7/1/2026</u>	7/31/2026
Carolyn Cox	RR	2nd Grade	<u>7/1/2026</u>	7/31/2026
Saryna Kurtz	SA	2nd Grade	<u>7/1/2026</u>	7/31/2026
Meredith Davis	RR	AI	<u>7/1/2026</u>	7/31/2026
D'Rae Modrall	NF	4th Grade	<u>7/1/2026</u>	7/31/2026
Katherine Parmer	OCE	2nd Grade	<u>7/1/2026</u>	7/31/2026
Ellison Finley	OCE	3rd Grade	<u>7/1/2026</u>	7/31/2026
Jamie Rodriguez	CLA	6th Grade	<u>7/1/2026</u>	7/31/2026
Bobbi Blanchard	RR	1st Grade	<u>7/1/2026</u>	7/31/2026
Carley Hopper	OCE	3rd Grade	<u>7/1/2026</u>	7/31/2026
Chyra Young	CLA	1st Grade	<u>7/1/2026</u>	7/31/2026
Shelby McCown	SC	4th Grade	<u>7/1/2026</u>	7/31/2026
Natalie Mayfield	SC	5th Grade Math	<u>7/1/2026</u>	7/31/2026
Madelyn Woodard	BF	4th Grade	<u>7/1/2026</u>	7/31/2026
Shelby Veron	SA	PE	<u>7/1/2026</u>	7/31/2026
Alexandra McKenna	TBD	School Psych Intern	<u>7/1/2026</u>	7/31/2026
Maya Hughes	SA	School Counselor	<u>7/1/2026</u>	7/31/2026
Melissa Natter	NF	SPED Resource Teacher	<u>7/1/2026</u>	7/31/2026
Jennifer Niki Tuten	BR	BEST Teacher	<u>7/1/2026</u>	7/31/2026
Lillian Rau	RR	4th Grade	<u>7/1/2026</u>	7/31/2026
Alexandra Britton	HG	5th Grade	<u>7/1/2026</u>	7/31/2026
Rebecca Elsner	HG	3rd Grade	<u>7/1/2026</u>	7/31/2026
Cassie Parsons	MNS	SPED Resource Teacher	<u>7/1/2026</u>	7/31/2026
Sarah Zimpfer	ESE/RR	School Counselor	<u>7/1/2026</u>	7/31/2026
Melissa Wood	SC	4th Grade	<u>7/1/2026</u>	7/31/2026
Grace Burnette-Vice	NF	1st Grade	<u>7/1/2026</u>	7/31/2026
Summer Griggs	NF	1st Grade	<u>7/1/2026</u>	7/31/2026
April Powers	HG	CDC Teacher	<u>7/1/2026</u>	7/31/2026
Andrea Pierce	SC	Kindergarten	<u>7/1/2026</u>	7/31/2026
James Lewis	NF	5th Grade	<u>7/1/2026</u>	7/31/2026
Mary Rethorn	JP	Music Teacher	<u>7/1/2026</u>	7/31/2026
Alison Zorn	NF	3rd Grade	<u>7/1/2026</u>	7/31/2026
Dawson Ruth	SA	5th Grade	<u>7/1/2026</u>	7/31/2026
Lexi Medlock	SC	4th Grade	<u>7/1/2026</u>	7/31/2026
Shawanda Cheairs	HG	CDC Teacher	<u>7/1/2026</u>	7/31/2026
Weston Boucher	OCE	2nd Grade	<u>7/1/2026</u>	7/31/2026
Ashley Stewart-Tienda	OCE	3rd Grade	<u>7/1/2026</u>	7/31/2026
Angela Jett	NF	6th Grade Math/SCI	<u>7/1/2026</u>	7/31/2026
Giselle Noel	RR	2nd Grade	<u>7/1/2026</u>	7/31/2026

Leah Ussery	BF	CDC Teacher	<u>7/1/2026</u>	7/31/2026
Leslie Conway	ESE	Academic Intervention	<u>7/1/2026</u>	7/31/2026
Jessie 'Rosie' Allen	DW	School Psychologist	<u>7/1/2026</u>	7/31/2026
Brooke Studnicki	JP	School Counselor	<u>7/20/2026</u>	7/31/2026
Enuel Caraballo	CLA	Assistant Principal	<u>7/1/2026</u>	7/31/2026
Karissa Cherie Richardson	CO	Sci + SS Coordinator	<u>7/1/2026</u>	7/31/2026
Zuelene Yott	HG	4th Grade	<u>7/1/2026</u>	7/31/2026
Anabella Galbo	SA	5th Grade	<u>7/1/2026</u>	7/31/2026
Thomas Tasher	ESE	5th Grade	<u>7/1/2026</u>	7/31/2026
Vicki Roberts	ESE	SPED Resource Teacher	<u>7/1/2026</u>	7/31/2026
Lynsey Burford	OCE	4th Grade	<u>7/1/2026</u>	7/31/2026
Sigrid Ary	BR	Kindergarten	<u>7/1/2026</u>	7/31/2026
Janita Hendricks	BR	5th ELA	<u>7/1/2026</u>	7/31/2026
Linda Gottfried	HG/RR	School Psychologist	<u>7/1/2026</u>	7/31/2026
Sarah Gauhar	SA	SPED Resource Teacher	<u>7/1/2026</u>	7/31/2026
Rosemary Haggerty	RR	SPED Resource Teacher	<u>7/1/2026</u>	7/31/2026
Jordan Schouten	CLA	SLP	<u>7/1/2026</u>	7/31/2026
Devan Cathcart	HG	3rd Grade	<u>7/1/2026</u>	7/31/2026
Andrea Austin	JP	Media Specialist	<u>7/1/2026</u>	7/31/2026
Larissa Warden	RR	Kindergarten	<u>7/1/2026</u>	7/31/2026
Abigail Jackson	ESE	Music Teacher	<u>7/1/2026</u>	7/31/2026
Taylor Flores	ESE	3rd Grade	<u>7/1/2026</u>	7/31/2026
Joslyn Davis	CLA	PE Teacher	<u>7/1/2026</u>	7/31/2026
Cynthia Browning	BF	5th Grade	<u>7/1/2026</u>	7/31/2026
Jacob Kirby	SA	STEAM Teacher	<u>7/1/2026</u>	7/31/2026
Zoe Jackson	JP	Kindergarten	<u>7/1/2026</u>	7/31/2026
Melissa Curran	JP	5th Grade	<u>7/1/2026</u>	7/31/2026
Amy McConnell	HG	PE Teacher	<u>7/1/2026</u>	7/31/2026
Dylan Rogers	RR	5th Grade Math	<u>7/1/2026</u>	7/31/2026
LaShawn Roberson	NF	6th ELA/SS	<u>7/1/2026</u>	7/31/2026
Alice Sally	SA	4th Grade Math	<u>7/1/2026</u>	7/31/2026
Kimberly Chavez	RR	1st Grade	<u>7/1/2026</u>	7/31/2026
Joshua Neal	CLA	5th Grade	<u>7/1/2026</u>	7/31/2026
Becky Kraner	JP	Academic Intervention	<u>7/20/2026</u>	7/31/2026

Certified Interims

<u>Interim Name</u>	<u>Dates</u>	<u>Position</u>	<u>Location</u>	<u>Teacher Name</u>
Amanda Thompson	7/31-11/06	Interim Art Teacher	<u>SA</u>	Sarah Miskove

Classified New Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>	<u>Notes</u>
Christopher Kalla	SHOP	Bus Driver	6/29/2026	
Adrian Jimenez	CO	Computer Tech	7/20/2026	

Certified Resignations/Retirements/Terminations/ Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Elizabeth Bolden	ESE	Teacher	5/28/2026	N
Jessica Grayum	ESE	School Psych	6/5/2026	Y
Riley Nethercut	JP	Teacher	5/28/2026	N
Samantha Baldwin	HG	Teacher	5/28/2026	N
Anna McDonald	OCE	Teacher	5/28/2026	Y
Darlene Harris	NF	Interim Teacher	5/28/2026	N
Kimberly Penrose	SA	Teacher	5/28/2026	N
Shelby Melton	SC	CDC Teacher	5/28/2026	N
Lisbeth Daughtrey	SA	SLP	5/28/2026	N
Lydia Fisher		Vision Teacher	5/28/2026	N

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Katherine Ussery	SC	EA	5/28/2026
Jamie Spielman	SC	Resource EA	5/28/2026
Whitney Hill	NF	CDC EA	5/28/2026
Nayeli Jaimes	SA	SPED EA	5/28/2026
Dawn Hudson	BR	Office EA	6/1/2026
Tammy Dixon	BF	EA	5/28/2026
Brystal Imsand	OCE	EA	5/28/2026
Rebekah Galinat	HG	Attendance Secretary	6/29/2026
Lakendria Thomas	SC	SPED EA	5/28/2026

Agenda Item Title: Personnel Report

Board Meeting Date: July 28, 2026

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

The personnel report outlines all certified and classified new hires, resignations, retirements, and terminations occurring between June 15, 2026, and July 20, 2026.

Staff Recommendation

Approval of personnel report.

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☐ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☒ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success