ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING

Thursday, June 22, 2023, @ 5:30 PM

Board Members

Eddie Pless | Phil Isaacs | Danny O'Quinn | Mike Wilson | Jamie Schaff | Hannah McCoy (Student Liaison)

The Elizabethton Board of Education will meet on Thursday, June 22, 2023, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE TO THE FLAG**
4. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
5. **TIME FOR CITIZENS TO SPEAK**
   A. No citizens asked to appear before the Board.
6. **SPECIAL RECOGNITION**
   A. Recognition of the State Track Participants at T. A. Dugger.
   B. Recognition of the State Track Participants at Elizabethton High School.
   C. Recognition of Aviation students completing their solo flights.
7. **CONSENT AGENDA**
   A. Minutes of Regular Meeting: May 16, 2023.
   B. Approve General Purpose Fund Financial Statement, May 31, 2023.
   C. Approve Federal Projects Fund Financial Statement, May 31, 2023.
   D. Approve School Nutrition Fund Financial Statement, May 31, 2023.
   E. Approve the Elizabethton (101) Public District - CTE Perkins Basic Grant for FY2024.
   F. Approve the Elizabethton (101) Public District - CTE Perkins Reserve for FY2024.
   G. Approve the ECS 2024 ESSA Consolidated Application.
   H. Approve renewal of Bid 2022-2023-01-SN, the purchase of bread and bakery products from Bimbo Bakeries for the bid period July 1, 2023, through June 30, 2024.
   I. Approve renewal of Bid 2022-2023-02SN for milk products from Mayfield Dairy for the bid period July 1, 2023, through June 30, 2024.
   J. Approve Equipment Disposal Requests from Joey Trent, Technology Director for the disposal of access points to be discarded. (Please see attached documentation for details.)

K. Approve an Equipment Disposal Request from John Wright, Principal at West Side for the disposal of Benchmark Teacher Materials and student workbooks to be discarded. (Please see attached documentation for details.)
L. Approve an Equipment Disposal Requests from John Wright, Principal at West Side for the disposal of various classroom items that are no longer useful. (Please see attached documentation for details.)
M. Approve an Equipment Disposal Request from Brian Culbert, CTE Director at EHS, for the disposal of various equipment items that no longer work. (Please see attached documentation for details.)
N. Approve an Equipment Disposal Requests from Chris Berry, Principal at TAD for the disposal of various equipment and books to be disposed of. (Please see attached documentation for details.)

8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

A. Personnel Report

a. NEW: Allee Griffith, ESP Student Leader, System-wide, effective May 11, 2023; Kaitlin Bailey, ESP Student Leader, System-wide, effective May 4, 2023; Eva El Helou, CIP-Lifeguard/Swim Instructor at EHS, effective May 22, 2023; John Lee, STEM Instructor at EHS, effective August 1, 2023; Jayla Wandell, Teacher at WSE, effective August 1, 2023.

TRANSFERS: Kim Blackwell, Special Educational Assistant at TAD, effective 5/8/2023; Shane Callahan, Christy Kyte, Educational Assistant at HME from full-time to part-time, effective June 6, 2023; Jennifer Singleton, from CO Custodian to East Side Custodian, effective May 25, 2023; Devin Whitehead, from Behavior Mod. Teacher at TAD to SPED Support Teacher at EHS, effective August 1, 2023; Billy Etter, from SPED Support Teacher at EHS to CDC Teacher, effective August 1, 2023; Lucas Andrews, from CDC Teacher at EHS to Teacher in Alternative School, effective August 1, 2023; Emily Harrison, from Head Softball Coach at TAD to Assistant Softball Coach at TAD; James Ward from Special Education Assistant at TAD to Custodian at TAD, effective August 1, 2023; Shane Callahan from Teacher at TAD to CTE Career Pathways Instructor at TAD, effective August 1, 2023; Keri Howell, from Administrative Specialist-Payroll Accountant at CO to General Ledger Accountant at CO, effective August 1, 2023; Millie Pierce, from ESP to INT Ed. Assistant at WSE, effective May 17, 2023, through November 30, 2023; Brian Jenkins, from SPED Teacher in Alt. School to SPED Teacher at ESE, effective August 1, 2023; Bethany Hawkins, from TNAC Teacher to Teacher (2nd grade) at WSE, effective August 1, 2023; Kim Pless from Teacher (2nd grade) at WSE to TNAC Teacher at WSE, effective August 1, 2023; Lauren McInturff from Teacher at WSE to Implementation Coach at CO, effective July 1, 2023; Cindy Walker, Administrative Specialist to the DOS/BOE at CO, effective July 1, 2023.

RESIGNATIONS: Lakyn James, Educational Assistant at HME, effective May

23, 2023; Barbara Robinson, Asst. Softball Coach at TAD, effective May 8, 2023 (she will remain in her teaching position); Kayleigh Icard, ESP Student Leader, effective May 15, 2023. Ms. Icard rescinded her resignation on May 15, 2023; Brandi McCloud, Head Track Coach at TAD, effective May 9, 2023 (she will remain in her teaching position); Reid Casey, Assistant Baseball Coach at EHS, effective May 18, 2023 (he will remain in his teaching position); Michael Grindstaff, Assistant Football Coach at EHS, effective May 18, 2023, (he will remain in his teaching position); Brian Jenkins, Assistant Football Coach at EHS, effective May 18, 2023, (he will remain in his teaching position); Brennan Trent, Teacher/Learning Leader at EHS, effective May 25, 2023; Sara Tynes, Teacher at WSE (she will complete her job in summer school).

LEAVE OF ABSENCE: Ellen Taylor, Custodian at WSE, from May 8, 2023, through May 25, 2023.

NON-REHIRE: Jennifer Banks, Teacher at EHS, effective May 25, 2023.

SUSPENSIONS: Jennifer Banks, Teacher at EHS, suspension without pay from May 23, 2023, through May 24, 2023.

OTHER: Cynthia Aldridge, INT SPED Assistant at HME, effective May 24, 2023 (the position was interim through the 2022-2023 School Year); Amy Hayden, INT ARP Educational Assistant at TAD, effective May 24, 2023 (the position was interim through the 2022-2023 School Year), she will return as a part-time Assistant on August 1, 2023.

RETIRING: Felecia Baird, Administrative Specialist to the Director of Schools & Board Secretary at CO, effective June 30, 2023; Marsha Taylor, ESSER Funding Coordinator at CO, effective May 25, 2023, (She will return in July on a 120-day contract); Beth Deloach, Instructional Coach at HME, effective May 24, 2023; Stan Ogg, Teacher at EHS, effective June 20, 2023.

B. Director's Update
C. Board Member Reports
D. City Council Liaison's Report
E. Student Liaison's Report

9. **REGULAR AGENDA**
   A. Approve Contract with Thomas Weems Architect to complete design work and drawings for an athletic training facility at Elizabethton High School.
   B. Approve project drawings for renovations at T. A. Dugger Junior High School and renovations at the Community Development and Engagement Center (CDEC).
   C. Approve contract with GRC Construction to complete renovation work at T. A. Dugger Junior High School for an amount not to exceed $649,787.00.

D. Approve Preston Construction as Construction Manager for projects at Elizabethton High School and the Community Development and Engagement Center (CDEC), and approve the Director of Schools to negotiate a contract to be executed by the Executive Committee.
E. Approve contract with Raptor Technologies for Emergency Management software and onsite training in the amount of $45,457.00.
F. Approve the award of Bid Number ECSS 2022-2023-03 for the automotive lift for CTE Department at EHS to be awarded to Smith Garage Equipment, Inc. in the amount of $77,166.85.
G. Approve purchase of furniture for the Community Development and Engagement Center (CDEC) from School Office Supply Company, in the amount of $42,390.37, using cooperative purchasing agreements.
H. Approve the 2023-2024 Board of Education Meeting Calendar.
I. Approve first reading of the following revised Board Policies:
Board Policy 1.102, Board Members
Board Policy 1.106, Code of Ethics
Board Policy 1.400, School Board Meeting
Board Policy 1.402, Notification of Meeting
Board Policy 1.404, Appeals to and Appearances Before the Board
Board Policy 4.300, Extracurricular Activities
Board Policy 6.4001, Student Surveys, Analyses, and Evaluations
Board Policy 6.402, Physical Examinations and Immunizations
Board Policy 3.202, Emergency Preparedness Plan
Board Policy 3.204, Threat Assessment Team
Board Policy 4.204, Summer Instructional Programs
Board Policy 4.403, Library Materials
Board Policy 5.106, Application and Employment
Board Policy 5.119, Employment of Retirees
Board Policy 5.302, Sick Leave
Board Policy 5.305, Family and Medical Leave
Board Policy 5.307, Physical Assault Leave
Board Policy 5.600, Staff Rights and Responsibilities
Board Policy 6.200, Attendance
Board Policy 6.202, Home Schools
Board Policy 6.300, Code of Conduct
Board Policy 6.309, Zero Tolerance Offenses
Board Policy 6.319, Alternative Education
Board Policy 6.314, Corporal Punishment
Board Policy 3.202, Emergency Preparedness Plan
Board Policy 3.205, Security

10. **FOR YOUR INFORMATION**
11. **NEXT REGULARLY SCHEDULED BOARD MEETING**

A. The next regularly scheduled Board Meeting will be held on Thursday, July 20th, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

12. **ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Tuesday, May 16, 2023 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, May 16, 2023, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:23 PM.

Phil Isaacs:	Present
Danny O'Quinn:	Present
Eddie Pless:	Present
Jamie Schaff:	Present
Mike Wilson:	Present

CALL TO ORDER
MOMENT OF SILENCE
PLEDGE TO THE FLAG
APPROVE CONSENT AGENDA AND REGULAR AGENDA
Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Consent and Regular agendas. **Motion carried.**

Phil Isaacs:	aye
Danny O'Quinn:	aye
Eddie Pless:	aye
Jamie Schaff:	aye
Mike Wilson:	aye

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

No citizens asked to appear before the Board.

SPECIAL RECOGNITION

Special recognition of CTE students at EHS.
Mr. Shurtz, Ms. Dugger, Mr. Mills, and Mr. Edmonds recognized students for their various accomplishments. We're very proud of our students.

Special recognition of West Side student, Shanshan Hopland for being selected as a 2023 Tenn Under 10 "Little Literacy Leader" Scholar.
Early Literacy Foundation gives ten students in the State of Tennessee an Early Literacy Award. Shan Shan Hopland, student at West Side Elementary was chosen as one of those students. She received a post-secondary scholarship for $1,500.00.

CONSENT AGENDA

Minutes of Regular Meeting: April 20, 2023.
Approve General Purpose Fund Financial Statement, April 30, 2023.
Approve Federal Projects Fund Financial Statement, April 30, 2023.

Approve School Nutrition Fund Financial Statement, April 30, 2023.
Approve Memorandum of Understanding (MOU) and Agreements with Frontier Health for a School-Based Behavioral Health Liaison to provide early intervention, prevention, consultation, assessment, and referral services to Elizabethton City Schools.
Approve an Equipment Disposal Request from Brian Culbert, CTE Director at EHS, for the disposal of a Maker Bot Repliator and a a 3D Printer.
Approve an Equipment Disposal Request from Joey Trent, Director of Technology, for the disposal of a Sonicwall SMA200, to be recycled.
Approve an Equipment Disposal Request from Richie Burrow, Maintenance Foreman, for the disposal of a Rockwell table saw that is unsafe to use.
Approve an Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of an AMMCO 8484 brake leg, Graysmill parts washer, Goats tire machine, Engine lift Blackhawk, red and white oil drain, diesel pressure washer, and a metal lift.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

Personnel Report

NEW HIRES: Ella Edmondson, CIP-Lifeguard/Swim Instructor at EHS, effective April 12, 2023; Emily Meredith, Educational Assistant at EHS, effective April 17, 2023, Camryn Brashear, Assistant Volleyball Coach at EHS, effective April 12, 2023; Haley Caroline, ESP Student Leader, Systemwide, effective April 20, 2023; Ashleigh Hayes, Educational Assistant at EHS, effective May 1, 2023; Skyler Kirkland, ESP Student Leader, Systemwide, effective May 4, 2023.

ADDITIONAL POSITION: Eddie Morrell, Assistant Football Coach at TAD, effective May 2, 2023; Vanessa Mink, ESP Substitute Student Leader, Systemwide, effective May 2, 2023; Alicia Jarrett, Assistant Volleyball Coach at TAD, effective May 4, 2023; Laura Bailey, ESP Substitute Student Leader, Systemwide, effective May 3, 2023; Ashley Estep, Assistant Softball Coach at EHS, effective May 2, 2023.

RESIGNED: April Pearson, Teacher at East Side, effective April 13, 2023; Justin White, Assistant Principal/Athletic Director at TAD, effective July 1, 2023; Caitlin Conner, ESP-Student Leader, Systemwide, effective April 28, 2023; Matt Campbell, Assistant Football Coach at EHS, effective April 11, 2023 (resignation is only for football coach); Patricia McKesson, Educational Assistant at EHS, effective April 24, 2023; Clarissa Gray, ESP Student Leader, Systemwide, effective April 24, 2023; Matt Myers, Assistant Football Coach and Assistant Wrestling Coach, effective April 16, 2023 (he will remain in teaching position at TAD); Maggie Booher, Teacher at EHS, effective May 25, 2023; Kayleigh Icard, ESP Student Leader, Systemwide, effective May 12, 2023; Willis Taylor, Custodian at ESE, effective May 26, 2023; Eddie Morrell, Assistant Girls' Soccer Coach at TAD, effective April 26, 2023; Madison Clower, ESP Student Leader, Systemwide, effective May 4, 2023.

LEAVE OF ABSENCE: Jennifer Lund, Educational Assistant at WSE, February 20, 2023, through May 4, 2023; Lindsey Kyker, Teacher at TAD, August 1, 2023, through May 24, 2024; Jan Broome, Educational Assistant at HME, April 13, 2023, through April 28, 2023; Elizabeth Mindemann, Educational Assistant at HME, effective April 3, 2023, through April 17, 2023.

RETIRING: Barbara Smith, SPED Teacher at ESE, effective May 25, 2023; Tammy Troutman, Teacher at ESE, effective May 25, 2023; Jackie Guinn, General Ledger Accountant at CO, effective August 1, 2023.

OTHER: Jan Broome, Educational Assistant at HME, Intermittent FMLA April 14, 2023, through April 13, 2024; Carley Williams, INT Educational Assistant at EHS, from April 26, 2023, through May 23, 2023; Maggie Booher, Rescinded resignation at EHS as a Teacher, effective April 21, 2023.

Director's Update

We are so blessed to have all these students recognized tonight! Wrapping up Teacher Appreciation Month. Proud of the impact they make every day in the lives of children. Cyclone Connection is open for enrollment. Go to our website to the Cyclone Connection tab where we are continuing to collect information. HME work continues. Putting the finishing touches on two rooms. It's going to take a real coordinated effort to move everything out by Wednesday morning. The 2023-2024 school year will be a challenge at HME. It will be worth it in the long run. Mr. VanHuss attended a budget workshop with City Council, and thanked them for allowing him to share at the Council Meeting. Eagerly anticipating additional funding from the City. The first reading is June 8th, and the second reading is in two weeks. Honor to take part in this. TOSS Legislative Workshop this Thursday. More information to share in the weeks to come. Honors Day is tomorrow at 9:00 a.m. Graduation is Saturday, May 20th, at 9:00 a.m.

Board Member Reports

Mr. Pless stated it's exciting we're here another year! Mr. Simerly is not present tonight due to a City Council Meeting. Ms. Gracie will be honored in June.

City Council Liaison's Report

Student Liaison's Report

Exciting to have a spirit rock and Senior sunset on Friday night.

REGULAR AGENDA

Approve the Elizabethton City Schools FY 2023-2024 Budget.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Elizabethton City Schools FY 2023-2024 Budget. **Motion carried.**

Phil Isaacs:	aye
Danny O'Quinn:	aye
Eddie Pless:	aye
Jamie Schaff:	aye
Mike Wilson:	aye

aye: 5, nay: 0

Raises are in place for a 5% increase for classified staff, the certified staff raises vary. The BS0 will increase by $3,000.00, making that salary $43,500.00. This will be a significant raise for certified staff. Page 5 is the actual teacher pay scale. Thanks to Ms. Wilson and Finance Department staff for their help. We're one of the biggest employers in the City of Elizabethton.

Mr. Pless: Lots of trust and faith in the budget world in our system. It's a calming thing to know how Ms. Wilson works. We are very blessed. Thank you.

Approve a Master Services Agreement between Elizabethton City Schools and Scribbles Software from July 1, 2023, through June 30, 2026.
Motion was made by Danny O'Quinn, second by Mike Wilson to approve a Master Services Agreement between Elizabethton City Schools and Scribbles Software from July 1, 2023, through June 30, 2026. **Motion carried.**

Phil Isaacs:	aye
Danny O'Quinn:	aye
Eddie Pless:	aye
Jamie Schaff:	aye
Mike Wilson:	aye

aye: 5, nay: 0
This is the company that we use to scan student records. We will keep paper files for two years, then onto scribbles for scanning. Three-year service agreement gives us time to get back on track. A huge help to EHS in having this to pull information.
Approve the Summer Learning Camp Application for the 2023-2024 school year.
Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the Summer Learning Camp Application for the 2023-2024 school year. **Motion carried.**

Phil Isaacs:	aye
Danny O'Quinn:	aye
Eddie Pless:	aye
Jamie Schaff:	aye
Mike Wilson:	aye

aye: 5, nay: 0
Summer school application. Thankful to report that the state legislature came back to add money almost the same amount as last year. This has allowed us to hire more staff, add stream activities, and use the Best for All Grant. Very excited about the way camp is playing out. 3rd-grade test scores in a couple of days, before the end of the week. It is essential. Summer Camp is located at West Side and T.A. Dugger this year.
Approve creation of a part-time Teacher position for National Naval Defense Cadet Corp (NNDCC) and abolish a full-time Teacher Assistant position.
Motion was made by Jamie Schaff, second by Danny O'Quinn to approve creation of a part-time Teacher position for National Naval Defense Cadet Corp (NNDCC) and abolish a full-time Teacher Assistant position. **Motion carried.**

Phil Isaacs:	aye
Danny O'Quinn:	aye
Eddie Pless:	aye
Jamie Schaff:	aye
Mike Wilson:	aye

aye: 5, nay: 0
A lot of duties are after school. The person currently in this position has taken another job. Funding is about the same. This person would be there two to two and a half periods a day and help will drill activities after school.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, June 15th, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Motion was made by Danny O'Quinn Motion to Adjourn **Motion carried.**

Phil Isaacs:	aye
Danny O'Quinn:	aye
Eddie Pless:	aye
Jamie Schaff:	aye
Mike Wilson:	aye

aye: 5, nay: 0

Danny O'Quinn made the motion to adjourn.

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Chairman of the Board

_____

Director of Schools

		Acct	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD %	Unencumbered Balance - YTD Act	May 2022-23 Monthly Activity
141 R 40110	000	CURRENT PROPERTY TAX	3,350,000.00	3,350,000.00	3,346,236.50	99.89	3,763.50	70,928.04
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	108,561.36	130.80	-25,561.36	2,276.02
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	10,923.09	47.49	12,076.91	2,982.56
141 R 40140	000	INTEREST AND PENALTY	26,000.00	26,000.00	20,753.52	79.82	5,246.48	2,251.40
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	58,000.00	58,000.00	5.74	0.01	57,994.26	0.00
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	2,500.00	2,500.00	1,232.35	49.29	1,267.65	974.30
141 R 40210	000	LOCAL OPTION SALES TAX	3,450,000.00	3,450,000.00	2,565,657.62	74.37	884,342.38	333,663.10
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	20,099.28	111.66	-2,099.28	2,334.95
141 R 40320	000	BANK EXCISE TAX	18,500.00	18,500.00	30,664.56	165.75	-12,164.56	404.95
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	492.23	82.04	107.77	45.92
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	335,000.00	335,000.00	332,989.35	99.40	2,010.65	39,725.04
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00
141 R 43517	000	TUITION - OTHER	222,552.00	222,552.00	239,274.30	107.51	-16,722.30	42,300.82
141 R 44110	000	INVESTMENT INCOME	7,500.00	7,500.00	86,332.65	1,151.10	-78,832.65	20,603.04
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	179.73	0.00	-179.73	-1,868.47
141 R 44990	000	OTHER LOCAL REVENUES	1,000.00	1,000.00	85,496.47	8,549.65	-84,496.47	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	16,263,000.00	16,263,000.00	14,750,400.00	90.70	1,512,600.00	0.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	415,390.00	415,390.00	334,116.72	80.43	81,273.28	36,219.84
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	7,304.77	112.38	-804.77	7,304.77
141 R 46590	000	OTHER STATE EDUCATION FUNDS	92,000.00	92,000.00	70,454.19	76.58	21,545.81	9,322.77
141 R 46610	000	CAREER LADDER PROGRAM	32,619.00	32,619.00	27,324.10	83.77	5,294.90	12,498.65
141 R 46980	000	OTHER STATE GRANTS	98,122.00	98,122.00	91,409.01	93.16	6,712.99	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	26,400.00	26,400.00	25,733.07	97.47	666.93	2,510.21
141 R 49800	000	OPERATING TRANSFERS	50,035.00	50,035.00	0.00	0.00	50,035.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	2,228,229.00	92.84	171,771.00	0.00
Grand Revenue Totals			27,094,468.00	27,094,468.00	24,383,969.61	90.00	2,710,498.39	584,477.91

Number of Accounts: 41

********** End of report **********

	Acct	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD %	Unencumbered Balance - YTD Act	May 2022-23 Monthly Activity
141 E 71100 --- --- ----- ---	REGULAR INSTRUCTION PROGRAM	12,075,014.00	12,075,014.00	9,195,210.30	76.15	2,546,365.85	976,250.59
141 E 71200 --- --- ----- ---	SPECIAL EDUCATION PROGRAM	2,274,763.00	2,274,763.00	1,710,296.45	75.19	564,466.55	205,925.68
141 E 71300 --- --- ----- ---	VOCATIONAL EDUCATION PROGRAM	1,139,290.00	1,139,290.00	958,855.18	84.16	139,060.11	134,623.79
141 E 71400 --- --- ----- ---	STUDENT BODY EDUCATION PROGRAM	405,985.00	405,985.00	492,471.34	121.30	-90,572.34	111,249.98
141 E 72110 --- --- ----- ---	ATTENDANCE	100,395.00	100,395.00	85,877.62	85.54	14,107.38	6,897.10
141 E 72120 --- --- ----- ---	HEALTH SERVICES	409,925.00	409,925.00	326,227.73	79.58	76,925.42	37,077.56
141 E 72130 --- --- ----- ---	OTHER STUDENT SUPPORT	1,191,301.00	1,191,301.00	792,285.34	66.51	387,963.35	47,962.77
141 E 72210 --- --- ----- ---	REGULAR INSTRUCTION PROGRAM	1,159,122.00	1,159,122.00	869,913.14	75.05	285,513.86	86,254.84
141 E 72220 --- --- ----- ---	SPECIAL EDUCATION PROGRAM	333,140.00	333,140.00	311,631.42	93.54	20,858.58	34,681.35
141 E 72230 --- --- ----- ---	VOCATIONAL EDUCATION PROGRAM	161,694.00	161,694.00	138,201.96	85.47	21,992.04	13,400.19
141 E 72250 --- --- ----- ---	TECHNOLOGY	652,540.00	652,540.00	591,988.70	90.72	51,653.07	45,034.78
141 E 72310 --- --- ----- ---	BOARD OF EDUCATION	537,860.00	537,860.00	511,174.19	95.04	17,859.31	11,174.58
141 E 72320 --- --- ----- ---	OFFICE OF THE SUPERINTENDENT	388,079.00	388,079.00	390,508.34	100.63	-15,492.61	30,376.11
141 E 72410 --- --- ----- ---	OFFICE OF THE PRINCIPAL	1,777,952.00	1,777,952.00	1,485,936.83	83.58	292,015.17	142,925.22
141 E 72510 --- --- ----- ---	FISCAL SERVICES	391,655.00	391,655.00	348,302.40	88.93	35,010.41	29,437.96
141 E 72610 --- --- ----- ---	OPERATION OF PLANT	1,747,036.00	1,747,036.00	1,623,599.65	92.93	116,819.56	138,929.35
141 E 72620 --- --- ----- ---	MAINTENANCE OF PLANT	949,185.00	949,185.00	1,003,464.14	105.72	-285,573.28	65,571.65
141 E 72710 --- --- ----- ---	TRANSPORTATION	639,445.00	639,445.00	544,102.30	85.09	-67,896.99	51,208.00
141 E 73100 --- --- ----- ---	FOOD SERVICE	30,145.00	30,145.00	22,677.39	75.23	7,467.61	2,062.73
141 E 73300 --- --- ----- ---	COMMUNITY SERVICES	221,552.00	221,552.00	215,748.52	97.38	-7,608.16	58,397.10
141 E 73400 --- --- ----- ---	EARLY CHILDHOOD EDUCATION	415,390.00	415,390.00	335,174.49	80.69	79,823.27	35,949.24
141 E 76100 --- --- ----- ---	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	651,611.20	708.27	-2,066,201.20	33,463.25
141 E 99100 --- --- ----- ---	OPERATING TRANSFERS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Grand Expense Totals		27,094,468.00	27,094,468.00	22,605,258.63	83.43	2,125,556.96	2,298,853.82

Number of Accounts: 545

********** End of report **********

		Acct	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD %	Unencumbered Balance - YTD Act	May 2022-23 Monthly Activity
142 R 47141	0CA	TITLE 1 GRANTS TO LOCAL EDUC A	88,564.00	97,564.00	89,855.34	92.10	7,708.66	2,791.82
142 R 47189	0CA	EISENHOWER PROF DEVELOPMENT ST	4,000.00	7,000.00	6,144.93	87.78	855.07	204.52
142 R 47131	0CP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	41,197.85	30,489.20	74.01	10,708.65	2,071.30
142 R 47143	0ID	SPECIAL EDUCATION - GRANTS TO	649,927.00	679,939.71	503,635.00	74.07	176,304.71	55,284.90
142 R 47145	0PS	SPECIAL EDUCATION PRESCHOOL GR	15,530.00	19,729.95	11,178.63	56.66	8,551.32	1,242.07
142 R 47141	0T1	TITLE 1 GRANTS TO LOCAL EDUC A	586,098.00	677,476.59	454,287.14	67.06	223,189.45	82,313.39
142 R 47590	0T1	OTHER FEDERAL THROUGH STATE	53,791.00	61,979.56	42,358.38	68.34	19,621.18	7,876.92
142 R 47189	0T2	EISENHOWER PROF DEVELOPMENT ST	73,929.00	106,699.14	58,793.01	55.10	47,906.13	4,188.69
142 R 47590	0VR	OTHER FEDERAL THROUGH STATE	47,784.00	47,784.00	38,642.18	80.87	9,141.82	4,735.46
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	110,058.75	110,058.75	100.00	0.00	953.95
142 R 47404	702	ARP Homeless	0.00	37,893.69	6,783.77	17.90	31,109.92	2,549.32
142 R 47402	902	ARP iDEA	0.00	71,625.73	51,952.17	72.53	19,673.56	10,603.31
142 R 47401	930	ESSER 3.0	435,467.00	323,605.80	238,306.80	73.64	85,299.00	49,313.36
142 R 47307	931	ESSER 2.0	73,030.00	48,668.94	48,668.94	100.00	0.00	0.00
142 R 47307	932	ESSER 2.0	1,696,069.00	1,747,999.80	1,210,933.62	69.28	537,066.18	348,851.83
142 R 47401	933	ESSER 3.0	2,903,925.00	2,835,780.00	321,318.10	11.33	2,514,461.90	31,706.74
142 R 47307	934	ESSER 2.0	200,000.00	200,000.00	145,315.99	72.66	54,684.01	7,489.24
142 R 47307	935	ESSER 2.0	0.00	56,200.00	16,047.00	28.55	40,153.00	6,108.00
142 R 47307	936	ESSER 2.0	0.00	71,250.00	71,250.00	100.00	0.00	0.00
142 R 47590	940	OTHER FEDERAL THROUGH STATE	0.00	14,675.62	13,000.00	88.58	1,675.62	0.00
142 R 47309	950	Literacy Stipend Grant	0.00	40,455.00	40,000.00	98.88	455.00	0.00
142 R 47309	LSG	Literacy Stipend Grant	0.00	13,000.00	13,000.00	100.00	0.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	35,402.00	59,085.40	42,186.10	71.40	16,899.30	1,815.11
Grand Revenue Totals			7,044,180.00	7,369,669.53	3,564,205.05	48.36	3,805,464.48	620,099.93

Number of Accounts: 23

********** End of report **********

	Acct	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD %	Unencumbered Balance - YTD Act	May 2022-23 Monthly Activity
142 E 71100 --- --- ----- ---	REGULAR INSTRUCTION PROGRAM	2,226,253.00	2,373,262.85	1,403,849.27	59.15	945,822.18	200,416.63
142 E 71200 --- --- ----- ---	SPECIAL EDUCATION PROGRAM	665,457.00	739,953.14	560,135.20	75.70	177,707.94	65,356.29
142 E 71300 --- --- ----- ---	VOCATIONAL EDUCATION PROGRAM	20,830.00	25,697.85	22,709.09	88.37	-1,454.24	300.28
142 E 72120 --- --- ----- ---	HEALTH SERVICES	50,000.00	50,000.00	55,000.00	110.00	-30,000.00	30,000.00
142 E 72130 --- --- ----- ---	OTHER STUDENT SUPPORT	174,161.00	201,876.59	139,296.46	69.00	57,977.77	15,878.73
142 E 72210 --- --- ----- ---	REGULAR INSTRUCTION PROGRAM	370,906.00	532,597.10	435,760.71	81.82	92,885.77	17,513.68
142 E 72220 --- --- ----- ---	SPECIAL EDUCATION PROGRAM	0.00	31,342.25	7,630.60	24.35	23,711.65	0.00
142 E 72230 --- --- ----- ---	VOCATIONAL EDUCATION PROGRAM	1,500.00	2,000.00	2,135.63	106.78	-702.13	335.74
142 E 72250 --- --- ----- ---	TECHNOLOGY	142,204.00	141,446.00	128,153.35	90.60	13,292.65	6,210.87
142 E 72510 --- --- ----- ---	FISCAL SERVICES	0.00	56,200.00	16,047.00	28.55	40,153.00	6,108.00
142 E 72710 --- --- ----- ---	TRANSPORTATION	0.00	4,121.00	2,952.76	71.65	1,168.24	638.06
142 E 73100 --- --- ----- ---	FOOD SERVICE	0.00	1,000.00	77.97	7.80	22.03	0.00
142 E 73300 --- --- ----- ---	COMMUNITY SERVICES	142,834.00	110,058.75	110,058.74	100.00	0.01	-14,228.87
142 E 76100 --- --- ----- ---	REGULAR CAPITAL OUTLAY	3,200,000.00	3,050,000.00	691,739.12	22.68	-839,671.49	246,301.75
142 E 99100 --- --- ----- ---	OPERATING TRANSFERS	50,035.00	50,114.00	0.00	0.00	50,114.00	0.00
Grand Expense Totals		7,044,180.00	7,369,669.53	3,575,545.90	48.52	531,027.38	574,831.16

Number of Accounts: 231

********** End of report **********

		Acct	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD %	Unencumbered Balance - YTD Act	May 2022-23 Monthly Activity
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	162,500.00	162,500.00	182,159.75	112.10	-19,659.75	19,807.17
143 R 43522	000	LUNCH PAYMENTS - ADULTS	21,900.00	21,900.00	17,004.45	77.65	4,895.55	1,706.40
143 R 43523	000	INCOME FROM BREAKFAST	475.00	475.00	0.00	0.00	475.00	0.00
143 R 43525	000	A LA CARTE SALES	41,250.00	41,250.00	13,121.31	31.81	28,128.69	298.87
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	7,842.64	60.33	5,157.36	548.64
143 R 44110	000	INVESTMENT INCOME	1,000.00	1,000.00	19,492.46	1,949.25	-18,492.46	2,941.97
143 R 46520	000	SCHOOL FOOD SERVICE	10,000.00	10,000.00	12,445.88	124.46	-2,445.88	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	635,000.00	635,000.00	685,384.91	107.93	-50,384.91	51,619.66
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	99,540.81	106.46	-6,040.81	5,043.02
143 R 47113	000	USDA BREAKFAST	340,000.00	340,000.00	332,709.76	97.86	7,290.24	27,460.62
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	105,202.27	584.46	-87,202.27	1,033.56
Grand Revenue Totals			1,336,625.00	1,336,625.00	1,474,904.24	110.35	-138,279.24	110,459.91

Number of Accounts: 41

********** End of report **********

	Acct	2022-23 Original Budget	2022-23 Revised Budget	2022-23 FYTD Activity	2022-23 FYTD %	Unencumbered Balance - YTD Act	May 2022-23 Monthly Activity
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,336,625.00	1,336,625.00	1,329,412.80	99.46	7,212.20	109,574.25
Grand Expense Totals		1,336,625.00	1,336,625.00	1,329,412.80	99.46	7,212.20	109,574.25

Number of Accounts: 86

********** End of report **********

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
☐	5/30/2023 11:16:21 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	5/30/2023 11:16:21 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	5/30/2023 11:11:21 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	5/30/2023 10:35:20 AM	Brian Culbert	Status changed to 'Draft Completed'.	S
	5/15/2023 6:49:13 AM	Karen Rogers	Status changed to 'TDOE CTE CORE Consultant Returned Not Approved'.	S
☐	4/27/2023 11:25:20 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	4/27/2023 11:25:20 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	4/27/2023 10:14:38 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	4/27/2023 9:49:58 AM	Brian Culbert	Status changed to 'Draft Completed'.	S
	3/9/2023 9:19:13 AM	Brian Culbert	Status changed to 'Draft Started'.	S
	3/1/2023 9:05:08 AM	Spencer Yonce	Status changed to 'Not Started'.	S

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Overview

User Access

The LEA roles are assigned by the LEA User Access Administrators listed in the ePlan Address Book or by the ePlan.Help@tn.gov team.

Click here to access the LEA user access form.

Workflow and Notifications

Not Started	The application cannot be edited until the draft is started.
Draft Started	The LEA CTE Perkins Basic Director, LEA Fiscal Representative or LEA Authorized Representative can edit the application in the draft or revision started status.
Draft Completed	The LEA CTE Perkins Basic Director can click Draft Completed (or Revision Completed for revisions)
LEA Fiscal Representative Approved or Not Approved	The LEA Fiscal Representative can click approved or not approved.
LEA Authorized Representative Approved or Not Approved	The LEA Authorized Representative can click approved or not approved.
TDOE CTE CORE Consultant Approved or Not Approved	The TDOE CTE Perkins Basic Director can click Approved or Not Approved.
TDOE CTE Perkins Basic Reviewer Approved or Returned Not Approved	R7 - C2

Resources

Click here to open the Technical Application Guide.

TDOE Contacts

CTE Team	Stephanie.Kelly@tn.gov Candi.Collier@tn.gov
District Technology (SSO Support)	DT.Support@tn.gov
User access or Technical Assistance	ePlan.Help@tn.gov

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Allocations

(1)	CTE Perkins Basic	Total
Original	$35,329.57	$35,329.57
Reallocated	$0.00	$0.00
Additional	$0.00	$0.00
Released	$0.00	$0.00
Consortium	$0.00	$0.00
Forfeited	$0.00	$0.00
FER Released	$0.00	$0.00
Total	$35,329.57	$35,329.57

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Contacts

Required Contacts

This page is currently not accepting Contacts.

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Overview of the CIP Improvement Plan

Purpose: As mentioned in Section II (d)(3) of the Strengthening Career and Technical Education in Tennessee, each LEA will be assessed using the indicators of performance on an annual basis.

If an LEA does not meet the performance target level with at least safe harbor for consecutive years, the recipient will be required to take additional actions for the purpose of addressing identified gaps and improving student performance. The LEA will be required to budget no less than 5% of the basic allocation for the purpose of addressing identified gaps, improving student performance, and supporting actions to improve missed indicators of performance.

The definitions of the secondary indicators:

Indicator 1S1: 4-Year Graduation Rate

Indicator 2S1: Academic Proficiency in Reading/Language Arts

Indicator 2S2: Academic Proficiency in Mathematics

Indicator 2S3: Academic Proficiency in Science

Indicator 3S1: Postsecondary Placement

Indicator 4S1: Non-traditional Program Enrollment

Indicator 5S3: Program Quality through Work-Based Learning (WBL)

Indicator 5S4: Program Quality through "Ready Graduate" Attainment

Safe Harbor: The Department will continue to utilize the practice of "Safe Harbor" when evaluating eligible recipient performance.

Safe Harbor is used to describe actual performance which is equal to or above 90% of the performance level target.

An eligible recipient may meet a performance level target through Safe Harbor if the actual performance is 90% or higher of the performance level target for the indicator and the LEA made meaningful progress (.5 growth) toward the State Determined Performance goal during the reporting year.

Corrective Actions in Year 1 - During the first year after an LEA is identified as not meeting a performance level target, the recipient must update the Department in the annual summary report to address each indicator in which 90% of the performance level target was not achieved. In the subsequent year, if an LEA meets the 90% level for each indicator, then no improvement plan will be required.

Corrective Actions in Year 2 - During the second year after an LEA is identified as not meeting a performance level target, the LEA must file an improvement plan with the Department that addresses each indicator in which 90% of the performance level target was not achieved in two consecutive years. The LEA will also be required to budget no less than 5% of the basic allocation for the purpose of addressing identified gaps, improving student performance, and supporting actions outlined in the improvement plan. Department staff will continue to provide technical assistance toward meeting the performance indicators that are not in compliance. In the subsequent year after the improvement plan is filed, if the LEA meets the 90% level for each indicator, then no improvement plan will be required for the next year.

Instructions

In the table below, you'll see your LEA's district performance level and the state determined level of performance for both 2020-21 and 2021-22.

If an indicator is missed for two consecutive years, it will be marked as false in the last column of the table.

For Indicators where the LEA was missed for two consecutive years, review the items below the table. Subgroups and career clusters where the indicator was not met are provided. (If the indicator requirement was met, the items below the table are disabled for that indicator and no LEA action is needed)

In the budget section, you will tag the action step that aligns to the CIP improvement action. These budgeted amounts are displayed for each indicator below.

For each indicator missed in two consecutive years, you'll enter which subgroups missed the indicator and describe actions that will lead to improving the indicator and subgroup performance.

FY21 and FY22 CIP Data has been uploaded in TNShare. To access data in TNShare, Log into SSO then select the TNShare tile. The file path is 2022-2023 Documents > CTE Director > 2022-23 CIP Data - For issues with SSO or to request the TNShare tile, please contact DT.Support@tn.gov

District Performance

	District Performance Level, SY2020-21	State Determined Level of Performance (SDLP) SY2020-21	District Performance Level, SY2021-22	State Determined Level of Performance (SDLP) SY2021-22	SDLP Met For Both Years?
1S1	96.99%	96.50%	95.21%	97.00%	TRUE
2S1	43.22%	41.20%	50.29%	42.60%	TRUE
2S2	28.29%	36.80%	29.08%	39.30%	FALSE
2S3	23.51%	51.40%	31.85%	53.60%	FALSE
3S1	93.65%	81.70%	95.10%	82.80%	TRUE
4S1	48.06%	29.90%	46.69%	30.40%	TRUE
5S3	20.48%	9.40%	36.30%	12.50%	TRUE
5S4	48.53%	39.20%	41.57%	46.10%	TRUE

1S1 | Graduation Rate Indicator Met

Identify student subgroups not meeting SDLP

Gender	Race Ethnicity	Special Population	Career Cluster

Budget for 1S1 Graduation Rate

$ 0.00 **Amount**

The amount box auto-populates based on the items tagged for 1S1 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

2S1 | Reading/Language Arts Indicator Met

Identify student subgroups not meeting SDLP 2S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S1 Academic Proficiency in Reading/Language Arts

$ 0.00 **Amount**

The amount box auto-populates based on the items tagged for 2S1 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

2S2 | Mathematics Indicator Met

Identify student subgroups not meeting SDLP 2S2

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S2 Academic Proficiency in Mathematics

$ 13,080.00 **Amount**

The amount box auto-populates based on the items tagged for 2S2 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

EHS will do PD and pay a stipend to a math teacher to lead a fall and spring PD day that will make it mandatory for all CTE teachers.

2S3 | Science Indicator Met

Identify student subgroups not meeting SDLP 2S3

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S3 Academic Proficiency in Science

$ 13,080.00 **Amount**

The amount box auto-populates based on the items tagged for 2S3 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

EHS will do PD and pay a stipend to a science teacher to lead a fall and spring PD day that will make it mandatory for all CTE teachers.

3S1 | Postsecondary Placement Indicator Met

Identify student subgroups not meeting SDLP 3S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 3S1 Postsecondary Placement

$ 0.00 **Amount**

The amount box auto-populates based on the items tagged for 3S1 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

4S1 | Nontraditional Program Enrollment Indicator Met

Identify student subgroups not meeting SDLP 4S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 4S1 Non-traditional Program Enrollment

$ 0.00 **Amount**

The amount box auto-populates based on the items tagged for 4S1 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

5S3 | Program Quality through Work-Based Learning (WBL) Enrollment Indicator Met

Identify student subgroups not meeting SDLP 5S3

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 5S3 Program Quality through Work-Based Learning (WBL)

$ 0.00 **Amount**

The amount box auto-populates based on the items tagged for 5S3 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

5S4 | Indicator 5S4: Program Quality through "Ready Graduate" Attainment Indicator Met

Identify student subgroups not meeting SDLP 5S4

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 5S4 Program Quality through "Ready Graduate" Attainment

$ 0.00 **Amount**

The amount box auto-populates based on the items tagged for 5S4 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

CTE Director Employment Standard

Identify the local Career and Technical Education director in your LEA responsible for the administration of Perkins funds and CTE funded programs.

Note: All CTE directors including each CTE director that is a member of a consortium must complete the following information as part of the Local Annual Plan.

CTE Director

* Name:
Brian Culbert

* Office Phone:
423-547-8015 ext 1514

Cell Phone:
423-895-0952

* Email Address:
brian.culbert@ecschools.net

Endorsement Codes

List all Endorsement Codes held (including Career and Technical, Academic, and Administrative) and Title of Area of Endorsement

	Endorsement Code		Title of Endorsement Area
*	013	*	Mathematics 7--12
*	230	*	Industrial Arts 7--12
*	231	*	Comm & Media Tech 7--12
*	232	*	Power & Energy Tech 7--12
*	233	*	Matrl & Process Tech 7--12
*	483	*	Prof Admin PreK--12

* Date Hired to Career and Technical Director Position:
07/01/2013

* Teacher License #:
000235983

*** Indicate the Employment Standard Met:**

- (•) Hold an instructional leader license or a professional administrator license

○ Hold a bachelor's degree with a major in career and technical education with at least three (3) years of teaching experience in an approved CTE program and at least two (2) years in an industry-related field.

Programs of Study

The programs of study that you identify for Perkins funding should be in place over time. These programs of study should meet all 5 size, scope, and quality indicators.

To receive Perkins funds, an LEA must have two programs of study that include a postsecondary component. Each middle school that is a member of a consortium must declare a program of study. These programs of study must be a program of study that leads into a feeder high school program of study. Indicate the postsecondary component below and list the associated postsecondary institution.

Enter the names of the programs of study (and the career cluster in which they are located) your LEA has selected in order to receive Perkins funds.

* 1. Program of Study:
Business Managment

* 1. Career Cluster:
Business Management ▼

Indicate the associated postsecondary institution and the postsecondary component(s).

Postsecondary Institution:
Northeast State Commun ity College

*** Postsecondary components - Select one**

- ◉ Dual Enrollment
- ○ Dual Credit
- ○ Statewide Dual Credit
- ○ Articulation Agreement

* 2. Program of Study
Engineering

* 2. Career Cluster
STEM and STEM Across Industries ▼

Indicate the associated postsecondary institution and the postsecondary component(s).

Postsecondary Institution:
TCAT Elizabethton

*** Postsecondary components - Select one**

- ○ Dual Enrollment
- ◉ Dual Credit

- Statewide Dual Credit
- Articulation Agreement

Consortium

Per the Strengthening Career and Technical Education for the 21st Century Act, Section 131(f), consortium requirements are:

(1) Alliance - Any local educational agency receiving an allocation that is not sufficient to conduct a program which meets the requirements of section 135 (Uses of Funds) is encouraged to

* (A) form a consortium to enter into a cooperative agreement with an area career and technical education school or educational service agency offering programs that meet the requirements of section 135;
* (B) transfer such allocation to the area career and technical education school or educational service agency; and
* (C) operate programs that are of sufficient size, scope, and quality to be effective.

(2) Funds to Consortium - Funds allocated to a consortium formed to meet the requirements of this subsection shall be used only for purposes and programs that are mutually beneficial to all members of the consortium and can be used only for programs authorized under this title. Such funds may not be reallocated to individual members of the consortium for purposes or programs benefitting only 1 member of the consortium.

*** Consortium Options:**

- LEA plans to join a consortium (Complete all of this page but DO NOT enter a budget or complete the other grant pages)
- LEA will act as the Fiscal Agent for other LEAs (Complete all of this page, enter a budget, and complete all other grant pages)
- (•) LEA does not plan to join a consortium (DO NOT complete the remainder of this page, but please enter a budget and complete all other grant pages)

If your LEA has formed a consortium with another system, please address the following.

Consortium members (LEAs):

Consortium fiscal agent:

How are the consortium goals and action steps determined?

What is the process for reporting data on performance levels?

The CTE Directors for each consortium will be responsible for negotiating the local levels of performance for the LEA. The methodology for reaching agreement on local levels of performance with consortia is the same as with single recipients and will be negotiated separately for each LEA within the consortium.

Assurances and Conditions

☑ *** I have read and agree to fulfill the Perkins V Assurances. - Check box to agree.**

Click the link to read the full assurances.

Local Application Component

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Describe how Local Application Component #1 is addressed in this application.

The ‘Big Takeaway’ is that EHS has to do better with students with disabilities. A definition of a significant gap is a gap that is greater than 15%. That gap is significant in 7 out of the 8 categories that CTE
tracks. Secondly, EHS has significant gaps with Economically Disadvantaged. There are 5 areas that need to be addressed with economically disadvantaged. The difference in race were evident in 4 out of
the 8 categories.
It should be noted that the Elizabethton Distract Plan had their biggest gap in graduation rate. EHS had its lowest graduation rate in several years.
Only 2 of the 8 categories that CTE closely watches showed a discrepancy in gender. However, it had the biggest gap. The 4S1 non-traditional program enrollment had 160 females in a non-traditional setting,
with only 47 guys in a non-traditional setting for a gap of 71%.
The Elizabethton District Plan states in A3.1.2 that Major Clarity will be purchased “to allow our staff to support students as they move through their four years of education providing them with opportunities
that align with their career interests. This program will also allow our staff to identity students early who are at-risk of not completing required courses to graduate and to be a ready graduate.”

Describe how Local Application Component #2 is addressed in this application.

Our advisory committee has given guidance to each program added and dropped. Of course, all of this is done at the discretion of the Director of schools and our school board.
In the last few years, here is a list of the programs of study that have been dropped or added:
CTE Career Clusters and Programs of Study @ EHS

Career Clusters	2017—18 Programs of Study	2018—19 Programs of Study	2019—20 Programs of Study	2020—21 Programs of Study	2021—22 Programs of Study
Agriculture, Food, & Natural Resources	Horticulture Science	Horticulture Science	Horticulture Science	Horticulture Science	Horticulture Science
	Veterinary Science	Veterinary Science	Veterinary and Animal Science	Veterinary and Animal Science	NA
	NA	NA	NA	NA	Agricultural Engineering, Industrial, and Mechanical Systems
Arts, Audio/Visual Tech & Communications	NA	NA	NA	Digital Arts & Design	Digital Arts & Design

Business Management & Administration	Business Management	Business Management	Business Management	Business Management	Business Management
	Office Management	Office Management	Office Management *Recognized as TN Certified Pathway	Office Management *Recognized as TN Certified Pathway	Office Management *Recognized as TN Certified Pathway
Education & Training	NA	NA	NA	Teaching as a Profession (K—12)	Teaching as a Profession (K—12)
Finance	Accounting	Accounting	Accounting	Accounting	Accounting
	Banking and Finance	Banking and Finance	NA	NA	NA
Health Sciences	Nursing Services	Nursing Services	Nursing Services	Nursing Services	Nursing Services
	NA	NA	Diagnostic Services	Diagnostic Services	Diagnostic Services
	Therapeutic Services	Therapeutic Services	Therapeutic Services	Therapeutic Services	Therapeutic Services
	Emergency Services	Emergency Services	Emergency Services	Emergency Services	Emergency Services
	Exercise Physiology	Sports and Human Performance (Name change)	NA	NA	NA
Hospitality and Tourism	Culinary Arts	Culinary Arts	Culinary Arts	Culinary Arts	Culinary Arts
Information Technology	Web Design	Web Design	Web Design	Web Design	Web Design
		Coding	Coding	Coding	Coding
	NA	NA	SPOS Extended Reality	SPOS Extended Reality	SPOS Extended Reality

Law, Public Safety, Corrections, & Security	Law Enforcement Services	Criminal Justice and Correction Services (name change)	Criminal Justice and Correction Services	Criminal Justice and Correction Services	Criminal Justice and Correction Services
	Legal and Correction Services	Pre—Law (name change)	Pre—Law	Pre—Law	Pre—Law
STEM	Engineering	Engineering	Engineering	Engineering	Engineering
Transportation, Distribution, & Logistics	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair
	Aviation Flight	Aviation Flight	Aviation Flight	Aviation Flight	Aviation Flight
	NA	NA	NA	NA	SPOS Flight Simulator Lab
	NA	NA	NA	NA	SPOS Private Pilot Knowledge Test/Solo

All of the CLNA was used to help us make an informed decision. Data is collected by teachers in the form of SSQI and the CTE Director worked with CTE teachers and central office personnel via PLC meetings at
the school level and District meetings at the central office level. After meetings and decision are made then the information is disseminated to all stakeholders via Advisory Committee and PLC meetings.

Students and especially those that are in a special population group get the master information schedule given to them. Everyone receives handouts and the info is put on our website and on social media. The special
pops group will be given their info in IEP and 504 meetings. ELL students will be given the info in their requested language. EHS counselors schedule meetings with all students. Incoming students are required to
have a parent or guardian attend.

All courses that were dropped came from either advisory committee recommendations or after meeting with a career cluster consultant (Agriculture). For example, Nursing Education was requested by Ivy Hall
Nursing Home. They have been a great partner for our WBL Nursing students. Extended Reality is at the request of Lobaki in Jackson, MS. They have already hired 2 students in the summer of 2020. We hope they
hire more.
EHS had 20 students in 2018—19 in a WBL class. In 2019--20 we had43 students currently enrolled in Nursing Education (10), Clinical Internship (23),

Business Entrepreneurship (4), and the traditional WBL class
(7). Obviously, the Health Science department is carrying the burden of the weight.

Describe how Local Application Component #3 is addressed in this application.

EHS has offered an career exploration class as a half credit for each of the last 4 years. For 21--22 EHS offered this same class in which we call Cyclone Experience as a full credit. This will give us time to better
utilize Major Clarity.
The Elizabethton District Plan states in A3.1.2 that Major Clarity will be purchased “to allow our staff to support students as they move through their four years of education providing them with opportunities that
align with their career interests. This program will also allow our staff to identity students early who are at-risk of not completing required courses to graduate and to be a ready graduate.”
Teachers will need to be trained. the Alternative in-service for 21--22 has not yet been finalized, but if the Majority Clarity is not done during the summer, we will cover it on one of the first PD days we have next
year. The principal and i have already spoken and we want to first require it of the teachers of the Cyclone Experience class. perhaps by Christmas break we will focus more on the regular CTE teachers. By next
spring we will incorporate PLC time for all teachers to use Major Clarity. The info in Major Clarity will follow the students each year. We hope to have the middle school teachers engaged in all aspects by the spring
of 2022. The largest stumbling block is that as of the end of March our school has decided to go with Canvas over Google Docs platforms. So, PD will be given to Canvas first.
EHS has always used guest speakers and attended any feasible career fairs. EHS takes students to CareerQuestTN at ETSU. EHS does the business portion of this event with Northeast State Community College.
EHS has always taken students to NeSCC in the fall and spring. However, the pandemic has put a stranglehold on these type of activities. One health science teacher has been extremely successful in working with
nursing homes and assisted living homes in conducting zoom meetings with patients and employees.

Describe how Local Application Component #4 is addressed in this application.

EHS uses Perkins money and local BEP money to purchase all of the best equipment that matches what the industry would use and need. Each Program of Study has an advisory committee that helps determines the
needs. EHS offers a class that we call on the local level Cyclone Experience, but it is really the Career Exploration class for 8th or 9th graders. Barring exceptions from IEP or RTI students, all other take this course
to better determine students’ interests. EHS offers PD opportunities on the local level to address teacher concerns on content matter or teaching strategies that can help with better rigor. In non-pandemic years, EHS
will use CTSO students to visit our middle school or any one of our 3 elementary schools to promote programs of study.
EHS helps promote academic needs of students by incorporating math, English, and science skills in many regular lessons of CTE teachers. This is evidenced in our SSQI notebooks. We try to teach across the
curriculum. We also help as mentioned above with helping to reach out to students to consider what academic classes they like via career interest inventories and guest speakers. We promote all subject areas when
we host family nights or CTE Open Houses. We promote all EPSOs at EHS via the Career Exploration class they we call Cyclone Experience. Many of the EPSOs are in core subject areas.
To address the technical areas please note in the charts below the amount of money that EHS CTE spends on Industry Certifications and Equipment. Our goal as noted is to always have our students use the
appropriate up-to-date equipment. We also strive to have our students involved in Work Based Learning WBL opportunities. We even try to promote some in-

house WBL opportunities for students that cannot get to certain WBL sites.

Describe how Local Application Component #5 is addressed in this application.

IEP teams determine what placement is appropriate for each student, based on their least restrictive environment.
Students could be eligible for a variety of services, ranging from consultation, to a self-contained placement as well as related services (i.e. speech, OT/PT, behavioral, etc.).
We have two CDC classrooms at Elizabethton High School for grades 9-12.
Special transportation is provided to these locations if necessary.
Each elementary school has one resource teacher, while the junior high and high school have two each.
Resource teachers provide more intensive interventions for their students. Teachers utilize Wilson Reading for their intervention program. They can also provide services in the general education
classroom as needed. Through the resource teachers, students receive an increased amount of time spent with intervention practices compared to students being served in Tier 2 or Tier 3 intervention.
Students are may also be eligible for accommodations and/or modifications, depending on what services the IEP team determines as appropriate.
The district has a team that reviews selected IEP's annually to identify best practices and identify potential compliance issues.
The Director of Special Education and SPED Coach continually review instructional practices and assist teachers as needed to ensure effective practices are used.
We contract with Physical Therapy Services to provide OT/PT services for our students.
We also contract with two psychologists to provide services as well.
We contract with an ABA therapist to provide behavioral services as needed.
Our district has conducted a self-assessment the last three years to review and evaluate our program.
CTE teachers are always included in IEP team decisions.

Describe how Local Application Component #6 is addressed in this application.

Course	Short Description	19--20 Students	19--20 Males	19--20 Females	20--21 Students	20--21 Males	20--21 Females	21--22 Students	21--22 Males	21--22 Females	22--23 Students	22--23 Males	22--23 Females	23--24 students
C11H07	Applied Arts Prac													
C12H35	Entrepreneur Practicum	4	1	3				6	3	3	28	3	25	
C14H11	Clinical Internship	22	6	16	13	3	10	10	0	10	10	0	10	
C14H16	Nursing Ed	10	1	9	12	1	11							na
C14H16NE1	Nursing Ed--4th period 1/2 credit							9	0	9	5	1	4	
C14H16NE2	Nursing Ed--5th period							9	0	9	5	1	4	
C18H23	Super Ag Exp													na
C18H57	Cap Sup Ag Exp										5	3	2	
C20H17	WBL --SPED				9	9	0							
C20H17FAA	FAA Private Pilot				5	5	0							na
C25H13AV	Service Learning A/V Pro 1/2 credit										26	15	11	
C25H13EP	Service Learning Eng Pro 1/2 credit				44	44	0	22	21	1	32	31	1	
	Service Learning													

C25H13KS	Service Learning Kitchen 1/2 credit				37	17	20							na
C25H16	Work-Based Lear	10	5	5	0	0	0	4	1	3	5	1	4	
C25H16FSL	FSL-WBL (aviation)				14	13	1							na
C25H16TC	WBL Tuffy Café										2	0	2	
C31H05	Entrepreneur Practicum				12	7	5							na
C32H03	TAP Practicum													
Y20H05	FAA Private Pilot							5	4	1	11	9	2	
	Totals	36	8	28	146	99	47	56	29	27	124	63	61	
	red was wrong course code													

Describe how Local Application Component #7 is addressed in this application.

Advanced Placement Courses
Elizabethton High School offers Advanced Placement classes, which allow students to earn college credits prior to graduation. Students who score successfully on the AP Exam for their course(s) will earn college
credits accepted at most colleges and universities nationwide. The only additional cost for these classes is the cost to take the test.
AP Classes offered at EHS in 2021-22 include:
English IV AP
Biology AP
US History AP
Human Geography AP
Music Theory AP

For general information about AP courses or to see your Exam scores, visit the College Board AP website.

Local Dual Credit
One type of the early post-secondary opportunities (EPSOs) is Local dual credit(LDC). Local dual credit is a high school course aligned to a local post-secondary institution's course and exam. Students who pass the
exam earn credits that are accepted and/or recognized by the local post-secondary institution. Courses are taught by licensed high school teachers or certified college instructors approved by the school system and
the post-secondary institution.
Currently, Elizabethton High School has a Memorandum of Understanding (MOU) with Northeast State Community with many CTE classes. They are as follows:

Dual Enrollment
Dual Enrollment courses are one avenue for students to earn college credit prior to graduation. Courses are offered by Northeast State Community College at Elizabethton High School. Course costs vary, but are
comparatively more affordable than courses taken following graduation while enrolled in a college or university. Credits are earned upon course passage. Credits for these courses are accepted at all Tennessee Board of Regents colleges and universities, and may be accepted out of state. Sometimes, when the courses are applied in out-of-state colleges, they may be
counted as an elective. For this reason, students who plan to attend college outside of Tennessee should check with that school to see how their credits will

transfer.
Dual Enrollment courses offered at EHS in 2021--22 include:
British Literature
Speech
Statistics
Composition I
Composition II
Advanced Computer Applications

We are already working on new Dual Enrollment classes for next year with Milligan College and ETSU. Details will be announced later.
Students and especially those that are in a special population group get the master information schedule given to them. Everyone receives handouts and the info is put on our website and on social media. The special
pops group will be given their info in IEP and 504 meetings. ELL students will be given the info in their requested language. EHS counselors schedule meetings with all students. Incoming students are required to
have a parent or guardian attend.
Additionally, CTE has an Open house each March for incoming freshmen. The EHS aviation teacher offers students a Discovery Flight from the Elizabethton Airport to Elizabethton over Watauga Lake and back to
airport. CTE teachers go and visit our only feeder middle school. to speak to students. EHS has offered this to our 3 feeder elementary schools but we haven't had any takers yet, but we are hopeful for this after the
pandemic lifts.
The guidance office asks admissions personnel from some of our post-secondary partners to come to present to all juniors and seniors about post-secondary opportunities. Northeast State Community College,
TACT-Elizabethton, ETSU, Milligan, and Tusculum are the schools usually represented.
The guidance offers a FAFSA night each semester to help parents and students.

Describe how Local Application Component #8 is addressed in this application.

Elizabethton City Schools' District Supervisors review the Human Capital reports along with TVAAS, proficiency, LOE and benchmark data to identify educators who may be ineffective. An analysis of all data is
conducted to identify teachers who are a Level I or 2 on TVAAS and LOE. Proficiency levels and quartile of students are analyzed to determine which groups of students did not make growth assigned to the
identified teachers. A deep analysis of data helps us to determine the level of support teachers are in need of. Job-embedded professional development support is provided to these identified educators through our Elizabethton Leads program and differeniated professional development. Improvement plans will be used when necessary. We will also continue to work with low performing teachers to improve instruction. Data is
shared and analyzed along with principals to determine the need for movement of teachers within individual schools and/or throughout the district. Students who have had an ineffective teacher the previous year are
more likely to be placed with an effective teacher the following year. When the data is available to principals before class rosters are made it is used to help identify optimal student placement. Principals lead
teachers in identifying students who did not meet adequate growth the previous year and follow those identified students progress throughout the year with our district benchmark assessment to monitor their
progress in mastering standards.

Describe how Local Application Component #9 is addressed in this application.

In the 20--21 year 69 of our 94 students that received Industry Certifications were fem ale. We reached our goal by closing the WBL gender gap, but a new gender gap has formed.

Theory of Action #1

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

If, Then Statement

If we deploy ready grad strategies we will see better prepared students and teachers culminating in an increase in Ready Grad status.

Action Step	Outcome	Evaluation Strategy	CIP								CLNA					State Priorities			Timeline												PD Activity	PD Audience				Equipment	Equipment POS and School
			1S1 - Graduation Rate	2S1 - Academic Proficiency - Reading/Language Arts	2S2 - Academic Proficiency - Math	2S3 - Academic Proficiency - Science	3S1 - Postsecondary Placement	4S1 - Non-traditional Enrollment	5S3 - WBL	5S4 - Ready Graduate	1 - Student Performance	2 - Justify Alignment	3 - Growth Opportunities	4 - Teacher Recruitment, Retainment, Development	5 - Equity and Access	Comprehensive career exploration	Aligned career pathways	HQ WBL and Ready Graduate	Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June		Teachers	Admin / Leadership	Counselors	Paraprofessionals		
AS#1 The CTE Director will purchase MajorClarity for EHS and TAD Jr High out of local money. ECS hopes to roll out with MajorClarity and 8th grade parent night how the students 4 year plan will help them graduate.	Increase Career Exploration activities. All students 6--12 will meet with counselors on career choice. Students' schedules will be aligned to their interests.	High School Guidance counselors and teachers will maintain and have access to the MajorClarity reports being utilized. EHS counselors will review MC data while also being results driven. 8th grade Career night attendance and participation CTE Director will meet with counselors to get feedback to make any necessary corrections.																													The admin will meet with counselors and teachers on a PD that is TBD.						
AS#2 We will provide PD related to instructional strategies and other needs. PD will target special pops and any required equipment training. CTE teachers will work with Math, Science, and English departments to integrate academics in CTE classes. This includes accommodations and modifications. Teachers will be trained in SSQI.	Teachers will be better prepared to assist students especially special pops with EOC and ACT scores.	ECS has built in PD days in Calendar. EHS and TAD use PLC during PD days. Required PD will be tracked by sign in sheets and PDP points. The CTE Director will get feedback on quality of PD assuring the PD helped teachers.	✓			✓					✓					✓			✓												Teacher Professional development and/ or Instructor Certification training for Industry Certifications that are SDE approved. like: Summer institute or POS specific training or subgroup training. Admin makes videos available to paraprofessionals.	✓	✓	✓	✓		
AS#3 Utilize Advisory Councils to help establish instructional changes, and program equipment needs, and teacher recruitment. The Advisory Committee will include special pops, parents, and students. EHS will meet the needs of all genders, as teachers and Advisory Committee will discuss diversity within each POS, including Non-traditional placement and completion.	Program of Studies instructional equipment and activates are aligned with local/regional training needs and curricula aligned with post-secondary career paths. Teachers will be able to work with current equipment, hopefully helping with teacher retention. EHS will maintain nontraditional placement and completion higher than the state average.	CTE director will Review Advisory Council recommendations, POS Justification forms, Labor Market Data, and POS portfolios to identify instructional areas needing improvement and equipment needs. CTE director will maintain agenda, notes, feedback, and sign in sheets. CTE Director will examine and share out nontraditional placement and completion.	✓			✓					✓																				buy what is needed	✓	✓	✓	✓	Applied Arts We will purchase cameras.	Applied Arts We will purchase cameras.
AS#4 CTE Teachers a CTE Director-- EHS career clusters will use appropriate activities/ equipment and provide informational text on careers within the field. EHS will help sponsor CTSO trips for competition and leadership opportunities.	Students will be knowledgeable about specific careers and EPSO opportunities within the school, state, and CTSO events. Students will be able to add or maintain technical skills.	CTE Director will monitor classroom activity log forms during instructor conferences/certificates.	✓			✓					✓																										
AS#5 CTE Director will attend required state department meetings.	Increase in collaboration develop insight into best practices, industry/business needs, and integration with non CTE, CTSO, and post-secondary opportunities thus resulting in an increase in CTE concentrators attaining ready graduate distinction.	CTE director will be in attendance for the 4 quarterly state mandated meetings and area NTTEA-study council monthly meetings during the 2022-23 school year. If needed the CTE Director will attend other meetings pertinent to helping all ECS Stakeholders.	✓			✓					✓					✓			✓												The CTE Director will attend all NTTEA and CTE Conferences.						

| | | |

Theory of Action #2

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

If, Then Statement

Action Step	Outcome	Evaluation Strategy	CIP								CLNA					State Priorities			Timeline												PD Activity	PD Audience				Equipment	Equipment POS and School
			1S1 - Graduation Rate	2S1 - Academic Proficiency - Reading/Language Arts	2S2 - Academic Proficiency - Math	2S3 - Academic Proficiency - Science	3S1 - Postsecondary Placement	4S1 - Non-traditional Enrollment	5S3 - WBL	5S4 - Ready Graduate	1 - Student Performance	2 - Justify Alignment	3 - Growth Opportunities	4 - Teacher Recruitment, Retainment, Development	5 - Equity and Access	Comprehensive career exploration	Aligned career pathways	HQ WBL and Ready Graduate	Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June		Teachers	Admin / Leadership	Counselors	Paraprofessionals		
AS#1 CTE director will provide funding for purchasing modernized instructional supplies that are aligned with individual Programs of Study.	More students will be pass ESPO exams for DE, IC, LDC, etc. Increase in WBL Subgroups Increase in overall WBL participation Increase in mastery of skills Maintain in post secondary enrollment We will reduce the gap of female to male students from a 2 to 1 ratio (most recent data 38 to 21) to a ratio 1.5 to 1	EPSO data will be collected and reviewed by administration and counseling office to make recommendations to CTE teachers if necessary. CTE Director or teacher of POS will purchase instructional supplies while also monitoring skill attainment, achievement, and WBL placements.	☐	☐	☐	☐	☑	☐	☐	☐	☑	☐	☑	☐	☐	☐	☑	☐	☐	☑	☑	☐	☐	☐	☑	☑	☐	☐	☐	☑	☐	Teachers will have the opportunity to have training on online curricula purchased.	☑	☑	☐	☑		
AS#2 The CTE Director will provide and maintain MOUs/relationships. We will provide PD for WBL and any other area leading to post-secondary and WBL opportunities. program. Thus, we hope to have increased student numbers and businesses involved with our program. CTE Director and all parties involved in either student registration or promotion of WBL will meet. The goal will be to keep all students, parents, and community members up-to-date on our WBL program.	We wish to make sure students, parents, and community members including businesses, know of EHS' WBL program. Thus, we hope to have increased student numbers and businesses involved with our program.	CTE Director and all parties involved in either student registration or promotion of WBL will meet. The goal will be to keep all students, parents, and community members up-todate on our WBL program.	☐	☐	☐	☐	☑	☑	☑	☐	☑	☐	☑	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	WBL best practice workshops will be offered.	☑	☑	☑	☑		
AS #3 The CTE Director will purchase the Industry Certification tickets and program supplies.	Students will earn Industry Credentials. To remove barriers, we hope to eliminate any worry students may have concerning the cost of required PPE that remains property of EHS.	The CTE Director will monitor the earned credentials and needed supplies.	☐	☐	☐	☐	☑	☑	☑	☑	☑	☐	☑	☑	☑	☐	☑	☑	☐	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☐	☐	Specific IC training will be offered/arranged according to need.	☐	☐	☐	☐		

Action Step 1

$ 6,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page.

Outline the key priorities for spending.

EHS will purchase a set of online curricula to help with activities.

Applied Arts

Adobe

Business Management

My IT Lab

Cash Register

Information Technology

Lobaki On-line Curriculum

Action Step 2

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.

Outline the key priorities for spending.

Action Step 3

$ 7,690.00 Amount

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

Industry Certifications for:
Health Science
Culinary
Agriculture
Aviation
Applied Arts

Action Step 4

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending.

Action Step 5

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending.

Action Step 6

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending.

Action Step 7

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending.

Action Step 8

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending.

Action Step 9

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending.

Action Step 10

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending.

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost	
Total Contributing to Indirect Cost	$34,536.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$1,534.56

Account Number		Total
71300 - Vocational Education Program		$14,483.57
72130 - Other Student Support		$19,080.00
72230 - Support Services/Vocational Education Program		$1,766.00
99100 - Transfers Out		$0.00
	Total	$35,329.57
	Adjusted Allocation	$35,329.57
	Remaining	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

71300 - Vocational Education Program - $14,483.57 ▼

Budget Detail		Narrative Description
Account Number:	71300 - Vocational Education Program	EHS will purchase a set of online curricula to help with activities. Applied Arts Adobe Business Management My IT Lab Cash Register Information Technology Lobaki On-line Curriculum
Line Item Number:	429 - Instructional Supplies & Materials	
Theory of Action:	Theory of Action 2	
Action Steps:	Action Step 1	
Use of Funds:	Career Exploration and Career Devel...	
Performance Indicators:		
Optional Program Code:		
Location Code:	District Funding (101-S001)	
Quantity:	1.00	
Cost:	$6,000.00	
Line Item Total:	$6,000.00	
Account Number:	71300 - Vocational Education Program	Industry Certifications for: Health Science Culinary Agriculture Aviation Applied arts
Line Item Number:	499 - Other Supplies and Materials	
Theory of Action:	Theory of Action 2	
Action Steps:	Action Step 3	
Use of Funds:	Technical Skill Development	
Performance Indicators:		

Optional Program Code:	
Location Code:	Elizabethton High School (101-0015)
Quantity:	1.00
Cost:	$7,690.00
Line Item Total:	$7,690.00

Account Number:	71300 - Vocational Education Program
Line Item Number:	730 - Vocational Instruction Equipment
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 3
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Program of Study Implementation
Performance Indicators:	
Optional Program Code:	
Location Code:	Elizabethton High School (101-0015)
Quantity:	1.00
Cost:	$793.57
Line Item Total:	$793.57

Equipment to support POS

Applied arts

Total for 71300 - Vocational Education Program:	$14,483.57
Total for all other Account Numbers:	$20,846.00
Total for all Account Numbers:	$35,329.57
Adjusted Allocation:	

	$35,329.57
Remaining:	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72130 - Other Student Support - $19,080.00 ▼

Budget Detail		Narrative Description
Account Number:	72130 - Other Student Support	$1800 for PD to support CIP 2s2 and 2S3. Stipends will be given to CTE teachers participating in PD-like activites.
Line Item Number:	189PD - Other Salaries & Wages (PD)	
Theory of Action:	Theory of Action 1	
Action Steps:	Action Step 6	
Use of Funds:	Professional Development Integration of Academic Skills	
Performance Indicators:	2S2 2S3	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1,800.00	
Line Item Total:	$1,800.00	
Account Number:	72130 - Other Student Support	Social security for teachers getting stipends.
Line Item Number:	201 - Social Security	
Theory of Action:	Theory of Action 1	
Action Steps:	Action Step 6	
Use of Funds:	Professional Development Integration of Academic Skills	

Performance Indicators: 2S2 2S3	
Optional Program Code:	
Location Code: Elizabethton (101)	
Quantity: 1.00	
Cost: $110.00	
Line Item Total: $110.00	
Account Number: 72130 - Other Student Support	retirement (pensions) for teachers getting stipends
Line Item Number: 204 - Pensions	
Theory of Action: Theory of Action 1	
Action Steps: Action Step 6	
Use of Funds: Professional Development, Integration of Academic Skills	
Performance Indicators: 2S2 2S3	
Optional Program Code:	
Location Code: Elizabethton (101)	
Quantity: 1.00	
Cost: $145.00	
Line Item Total: $145.00	
Account Number: 72130 - Other Student Support	medical care for teachers receiving stipends.
Line Item Number: 212 - Employer Medicare	

Theory of Action: Theory of Action 1

Action Steps: Action Step 6

Use of Funds: Professional Development; Integration of Academic Skills

Performance Indicators: 2S2; 2S3

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: $25.00

Line Item Total: $25.00

Account Number: 72130 - Other Student Support

Line Item Number: 355C - Travel (CTSO)

EHS will help sponsor CTSO trips and events.
FFA
HOSA
FBLA
SkillUSA

Theory of Action: Theory of Action 1

Action Steps: Action Step 4

Use of Funds: Career Exploration and Career Devel...; Technical Skill Development; Integration of Academic Skills

Performance Indicators:

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost:	$6,000.00
Line Item Total:	$6,000.00

Account Number:	72130 - Other Student Support
Line Item Number:	524PD - In-Service / Staff Development (PD)
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 2
Use of Funds:	Career Exploration and Career Devel... Professional Development Technical Skill Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA
Performance Indicators:	2S2 2S3
Optional Program Code:	
Location Code:	Elizabethton High School (101-0015)
Quantity:	1.00
Cost:	$11,000.00
Line Item Total:	$11,000.00

CTE Director will keep all stakeholders in the loop of upcoming PD opportunities. CTE teachers will be exposed to best teaching strategies.

Total for 72130 - Other Student Support:	$19,080.00
Total for all other Account Numbers:	$16,249.57
Total for all Account Numbers:	$35,329.57
Adjusted Allocation:	$35,329.57
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72230 - Support Services/Vocational Education Program - $1,766.00 ▼

Budget Detail		Narrative Description
Account Number:	72230 - Support Services/Vocational Education Program	The CTE Director will attend all NTTEA and CTE Conferences. Attendance is tracked by TDOE. Teacher attendance records will be reviewed by EHS administrators.
Line Item Number:	524 - In-Service / Staff Development	
Theory of Action:	Theory of Action 1	
Action Steps:	Action Step 5	
Use of Funds:	Career Exploration and Career Devel... Professional Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA	
Performance Indicators:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1,766.00	
Line Item Total:	$1,766.00	

Total for 72230 - Support Services/Vocational Education Program:	$1,766.00
Total for all other Account Numbers:	$33,563.57
Total for all Account Numbers:	$35,329.57
Adjusted Allocation:	$35,329.57
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost	
Total Contributing to Indirect Cost	$34,536.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$1,534.56

Filter by Location: All - $35,329.57 ▼

Account Number / Line Item Number	71300 - Vocational Education Program	72130 - Other Student Support	72230 - Support Services/Vocational Education Program	Total
189PD - Other Salaries & Wages (PD)		1,800.00		1,800.00
201 - Social Security	0.00	110.00	0.00	110.00
204 - Pensions	0.00	145.00	0.00	145.00
212 - Employer Medicare	0.00	25.00	0.00	25.00
355C - Travel (CTSO)		6,000.00		6,000.00
429 - Instructional Supplies & Materials	6,000.00			6,000.00
499 - Other Supplies and Materials	7,690.00		0.00	7,690.00
524 - In-Service / Staff Development			1,766.00	1,766.00
524PD - In-Service / Staff Development (PD)		11,000.00		11,000.00
730 - Vocational Instruction Equipment	793.57			793.57
Total	14,483.57	19,080.00	1,766.00	35,329.57
			Adjusted Allocation	35,329.57
			Remaining	0.00

Related Documents

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Optional Documents		
Type	**Document Template**	**Document/Link**
(CTE Perkins Basic) Job Descriptions	N/A	
(CTE Perkins Basic) Additional Supporting Documents	N/A	

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Assurances

Certification

☑ **By electronically indicating as such and submitting the Local Application in ePlan, the authorized representative of the eligible recipient hereby certifies that the assurances and conditions stipulated in this application have been reviewed and will be adhered to.**

Statement of Assurances

The Tennessee Department of Education has developed the following assurances and conditions for eligible recipient implementation of career and technical education and the administration of the Strengthening Career and Technical Education for the 21st Century Act, otherwise known as Perkins V. For the purposes of these assurances, "eligible recipient" refers to the local Board of Education and/or Local Education Agency (LEA), including Tennessee state special schools, the Achievement Schools, and other eligible secondary recipients. This is required by:

1.	Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
2.	Applicable federal statutes and regulations of federal agencies, including the U.S. Department of Education, pertaining to the expenditure of federal funds.
3.	Applicable state statutes and regulations of state agencies, including the Tennessee Department of Education and Tennessee State Board of Education, pertaining to the administration of career and technical education.

General Assurances

The eligible recipient hereby assures, to the extent applicable, that:

1.	The eligible recipient has the legal authority to apply for funding, meets all requirements as an eligible recipient (as defined in the Tennessee State Board Rule 0520-01-07-.01 and the Tennessee State Plan), and the instructional, administrative, and financial capability to ensure proper planning, management, and completion of the actions described in the Local Application.
2.	The eligible recipient will comply with all applicable requirements of all federal and state laws, statutes, executive orders, regulations, requirements, policies, terms and conditions governing career and technical education (CTE).
3.	The eligible recipient will maintain a proper accounting system in accordance with generally accepted accounting standards and use appropriate fiscal control(s) and procedure(s) to reduce the risk of fraud, waste, and abuse and to account for and ensure proper expenditure of awarded funds. The eligible recipient shall report any information on suspected fraud, waste, and/or abuse to the Tennessee Department of Education and the Tennessee Comptroller of the Treasury pursuant to the "Local Government Instances of Fraud Reporting Act" (T.C.A. § 8-4-501).
4.	The eligible recipient will not use awarded funds to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the acquiring entity or the employees of the acquiring entity, or any affiliate of such an organization (Perkins V, Section 122(d)(13)(B)).

5.	The eligible recipient will not use awarded funds to lobby or pay any person or organization for the purpose of lobbying, influencing, or attempting to influence an officer or employee of an governmental agency, a Member of Congress or the Tennessee General Assembly, an officer or employee of Congress or the Tennessee General Assembly, or an employee of a Member of Congress or the Tennessee General Assembly in connection with the awarding of any contract, grant, loan, cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
6.	The eligible recipient will comply with all federal and State statutes relating to civil rights and nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age.
7.	The eligible recipient will comply with all applicable federal and State statutes relating to financial and programmatic audits and monitoring and make available all financial and programmatic records and other such documents to authorized representatives, including but not limited to, the U.S. Department of Education, the Tennessee Department of Education, and the Tennessee Comptroller of the Treasury, for the purpose of conducting monitoring and audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, and other federal and Tennessee statutes, as applicable.

Conditions

By accepting Perkins V funds, the eligible recipient hereby agrees to:		
1.	Use awarded funds to provide and promote equal opportunities for students, including individuals of special populations, to participate in career and technical education (CTE) and program(s) and program(s) of study which:	
	a.	assess the individual learning needs and career aspirations of students, including students with disabilities and students identified as individuals of special populations, and develop adequate plans to provide supplementary services which meet the needs of such students and support student recruitment into CTE
	b.	prepares students for employment in high skill, high wage, or in-demand industry sectors or occupations and non-traditional fields, as identified by the Tennessee Department of Education and the Comprehensive Local Needs Assessment (CLNA)
	c.	is of such sequence, scope and quality as to bring about improvement in the quality of CTE and career- or work-based learning opportunities and experiences
	d.	provides counseling and career development activities conducted by professionally trained counselors and teachers who are associated with the provisions of such services designed to facilitate in the transition from high school to postsecondary education, employment and career opportunities, or the military.
2.	Designate a CTE administrator, supervisor or director (full or part-time) for the administration of CTE funded programs provided by the eligible recipient. Persons holding CTE supervisory positions including local directors, supervisors, coordinator specialists, assistant principals for CTE, and CTE center administrators should complete New CTE Director Academy, attend (or send representation to attend) a majority of State and regional CTE Director professional development opportunities provided annually by the Tennessee Department of Education, and must have one (1) of the following sets of employment standards:	
	a.	A bachelor's degree in CTE from an accredited four (4)-year college or university, three (3) years of teaching experience in an approved CTE program and two (2) years of appropriate employment experience in a recognized occupation;
	b.	a bachelors' degree with a CTE endorsement, three (3) years of teaching experience, two (2) years of appropriate work experience; or,
	c.	an endorsement as a PreK-12 administrator or secondary supervisor or principal.

3.		Maintain an active, current local CTE advisory committee comprised of members of the general public (as described in Perkins V, Section 134 (d), (e); State Board Rule 0520-01-07-.01) and retain evidence of ongoing consultation to evaluate, inform, and implement CTE program(s) and program(s) of study offered by the eligible recipient.
4.		Prepare and submit the Local Application and complete the CLNA in consultation with the local CTE advisory committee, pursuant to the requirements in the legislation, Tennessee State Plan, Tennessee Department of Education guidelines and by established deadlines.
5.		Make readily available the Local Application and other CTE planning information related to CTE services, program(s), and program(s) of study program to students, parents, and other members of the general public.
6.		Use awarded Perkins V funds to supplement and not supplant state and/or local funds and only as described in the Local Application approved by the Tennessee Department of Education.
	a.	In the event that Perkins V funds should need to be expended in any manner other than stipulated in the originally approved Local Application, the eligible recipient must submit a revision to amend the Local Application with an explanation of proposed changes along with a revised copy of the budget in ePlan.
	b	Unless otherwise stipulated from the Tennessee Department of Education, funds will not be expended prior to the approval of the Local Application and/or the amended Local Application.
7.		Comply with all fiscal requirements regarding the Uses of Funds and Local Application components (Perkins V, Section 135(b)), Tennessee Department of Education guidelines, and relevant federal and State requirements and regulations regarding expenditure of Perkins V funds, including the Education Department General Administrative Regulations (EDGAR) and Office of Management and Budget (OMB) Circulars.
8.		Target expenditure of Perkins V funds to support program(s) and program(s) of study which meet the definition and indicators of Size, Scope, and Quality in the Tennessee State Plan and identified in the CLNA and Local Application.
	a.	Eligible recipients must have a written process in place to evaluate and verify that Perkins V funds are spent on only those programs identified in the Local Application and meet the Size, Scope, and Quality indicators. This process should be used prior to expending funds and a review of the process should be completed at least annually by the CTE administrator or designee.
	b.	Perkins V funds should not be expended to support CTE program(s) or program(s) of study, that do not meet the definition and indicators of Size, Scope, and Quality other than to elevate the program so that it does meet all of the Size, Scope, and Quality indicators, and/or to support those CTE program(s) or program(s) of study not identified in the CLNA and Local Application.
	c.	Perkins V funds shall not be used to provide CTE program(s) for students prior to the middle grades (Perkins V, Section 215).
9.		Maintain an inventory of all equipment purchased in whole or in part with awarded Perkins V funds for the duration of Perkins V and ensure that all such equipment will be available for use by students in the CTE program(s) and program(s) of study for which purchased.
	a.	All records must comply with the provisions and inventory control requirements outlined in EDGAR, including items being appropriately tagged, located, utilized, and/or disposed.
10.		Annually evaluate CTE program(s) and program(s) of study using core indicators of performance and complete and submit all annual local data reporting requirements as defined by the Department of Education, as well as other reporting requirements pursuant to federal and state legislation and the Tennessee State Plan, within established dates, and maintain documentation for the duration of Perkins V.
11.		Parents and/or guardians of each student in grades 9-12 will be provided with or have access to CTE program(s) and program(s) of study information, recruitment materials, and course offerings provided by the eligible recipient.
12.		Teachers, at the beginning of each course, will apprise parents and/or guardians and students of relevant program(s) of study, course content and learning expectations, and conduct a safety examination of students relative to the course content and learning expectation in accordance with student's 504, IEP, etc. These safety examinations should follow local board of education policies for creation, passing rates, and length of retention.

13.	Plan and provide annual CTE related professional development, as defined in Perkins V, such as information on CTE specific content, labor market research, emerging industry technology, employability and leadership skill development, and promising educational practices, etc. to CTE teachers, administrators, and other education personnel.	
14.	If applicable, the eligible recipient shall, upon written request and to the extent practicable, provide opportunities for CTE teachers, administrators, and other educational personnel of private, non-profit schools to participate in CTE related professional development provided by the eligible recipient and will notify the officials of the private schools of said opportunities. This shall be applicable if there are private, non-profit school(s) in the geographical area served by the eligible recipient.	
15.	If applicable, the eligible recipient shall, upon written request and in a timely and meaningful manner, consult with representatives of private, non-profit schools regarding the meaningful participation in CTE programs, services, and activities receiving Perkins V funding of students attending private, non-profit schools. Notices of program offerings to the private school will be offered. This shall be applicable if there are private, non-profit school(s) in the geographical area served by the eligible recipient.	
	a.	Any educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal (consistent with the number of children to be served) to expenditures for programs of children enrolled in the public schools of the eligible recipient.

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic Checklist

Checklist cannot be viewed while the application is under review.

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
☐	5/26/2023 4:54:00 PM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	5/26/2023 4:54:00 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	5/26/2023 4:43:22 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	5/26/2023 4:35:07 PM	Brian Culbert	Status changed to 'Draft Completed'.	S
	5/26/2023 7:55:40 AM	Brian Culbert	Status changed to 'Draft Started'.	S
	4/5/2023 10:23:10 AM	Spencer Yonce	Status changed to 'Not Started'.	S

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Allocations

(1)	Secondary Application (2)	Career Pathways	Total
Original	$50,000.00	$200,000.00	$250,000.00
Reallocated	$0.00	$0.00	$0.00
Additional	$0.00	$0.00	$0.00
Released	$0.00	$0.00	$0.00
Consortium	$0.00	$0.00	$0.00
Forfeited	$0.00	$0.00	$0.00
FER Released	$0.00	$0.00	$0.00
Total	$50,000.00	$200,000.00	$250,000.00

Cover Page

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Allocations

Application Type

Pursuant to the Strengthening Career and Technical Education in Tennessee 4-Year State Plan, eligible recipient LEAs may apply for Perkins Reserve Grant funds under the following application types:

1. **Secondary Application**: This application is open to any Tennessee LEA serving students in grades 5-12 and meeting the Perkins V eligibility requirements.

* **Note** - Eligible recipient LEAs may include up to three (3) separate projects in a Secondary Application. For example, one project may be to provide industry credential testing for students and another project may be to purchase new equipment for a program of study.

2. **Regional Career Pathways Application:** This application must be submitted by the Tennessee LEA, serving students in grades 5-12 and meeting the Perking V eligibility requirements, that is designated as the fiscal agent for a partnership including at least one (1) Tennessee LEA and at least one (1) partnering entity such as a postsecondary institution, or local workforce or economic development organization, or employer, or community partner.

* **Note** - Eligible recipient LEAs may only serve as the fiscal agent for one (1) Regional Career Pathways Application but may be included in up to three (3) additional Regional Career Pathways projects as a partnering LEA.

Application Type:

- [x] Secondary Application
- [ ] Regional Career Pathways Application

If the LEA is submitting for a Regional Career Pathways application, please include the following:

At least one (1) Regional Career Pathways LEA(s), which may include the applying LEA:

At least one (1) Regional Career Pathways partnering entity:

Applicant Status

Pursuant to Perkins V Section 112(c) and the Strengthening Career and Technical Education in Tennessee 4-Year State Plan, Perkins Reserve Grant funds must serve eligible recipients which meet at least one (1) of the following criteria:

1. **in rural areas**: based on the NCES Locale Code eligibility requirements for Title VI of ESEA, Rural Education Initiative (Locale Code 6, 7 or 8); or

2. **with high percentages of CTE concentrators or CTE participants**: twenty-five percent (25%) or more of the total student population are identified as a CTE concentrators or a CTE participant; or,

3. **with high numbers of CTE concentrators or CTE participants**: two hundred (200) or more identified CTE concentrators or CTE participants; or,

4. **with disparities or gaps in performance among students**: as described in Perkins V Section 113(b) (3)(C)(ii)(II).

Using the definitions above, select all that apply:

- [ ] applicant/partnering LEA is in a rural area
- [x] applicant/partnering LEA has high percentage of CTE concentrators or CTE participants
- [x] applicant/partnering LEA has high numbers of CTE concentrators or CTE participants
- [ ] applicant/partnering LEA is addressing disparities or gaps in performance among students

Project Coordinator Contact Information

Identify the applicant LEA Project Coordinator or Career and Technical Education Director responsible for administration of the Perkins Reserve Grant.

LEA Project Coordinator or CTE Director Contact Information

* Name:
Brian Culbert

* Phone:
423-547-8015 ext 1514

Title:
CTE Director

* Email Address:
brian.culbert@ecschools.net

Assurances and Conditions

- [x] *** I have read and agree to fulfill the Perkins V Assurances. - Check box to agree.**

Click the link to read the full assurances.

Federal Reporting Information

DUNS Number
100072768

Unique Entity Identifier (UEI) Number
MP87VN3EF127

Resources

Click here to open the application guidance document.

Overview

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Allocations

User Access

The LEA roles are assigned by the LEA User Access Administrators listed in the ePlan Address Book or by the ePlan.Help@tn.gov team.

Click here to access the LEA user access form.

Workflow and Notifications

Not Started	The application cannot be edited until the draft is started.
Draft Started	The LEA CTE Perkins Basic Director, LEA Fiscal Representative or LEA Authorized Representative can edit the application in the draft or revision started status.
Draft Completed	The LEA CTE Perkins Basic Director can click Draft Completed (or Revision Completed for revisions)
LEA Fiscal Representative Approved or Not Approved	The LEA Fiscal Representative can click approved or not approved.
LEA Authorized Representative Approved or Not Approved	The LEA Authorized Representative can click approved or not approved.
TDOE CTE CORE Consultant Approved or Not Approved	The TDOE CTE Perkins Basic Director can click Approved or Not Approved.
TDOE CTE Perkins Reserve Reviewer Approved or Returned Not Approved	R7 - C2

Resources

Click here to open the Technical Application Guide.

TDOE Contacts

CTE Team	Stephanie.Kelly@tn.gov Candi.Collier@tn.gov
District Technology (SSO Support)	DT.Support@tn.gov
User access or Technical Assistance	ePlan.Help@tn.gov

Budget

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

Account Number		Total
71300 - Vocational Education Program		$36,000.00
72130 - Other Student Support		$4,000.00
72230 - Support Services/Vocational Education Program		$0.00
99100 - Transfers Out		$0.00
	Total	$40,000.00
	Adjusted Allocation	$50,000.00
	Remaining	$10,000.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

71300 - Vocational Education Program - $36,000.00 ▼

Budget Detail		Narrative Description
Account Number:	71300 - Vocational Education Program	EHS will purchase classroom set of FFA jackets for students that can't afford an individual jacket.
Line Item Number:	429 - Instructional Supplies & Materials	
Application Selection:	Secondary Application	
Priority Areas:	Equitable Access	
Action Steps:	Action Step 3	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1,500.00	
Line Item Total:	$1,500.00	
Account Number:	71300 - Vocational Education Program	EHS will purchase a greenhouse around the size of 24' x 48'.
Line Item Number:	730 - Vocational Instruction Equipment	
Application Selection:	Secondary Application	
Priority Areas:	High-Quality Learning Experiences	
Action Steps:	Action Step 1	
Optional Program Code:		
Location Code:	Elizabethton (101)	

Quantity:	1.00
Cost:	$34,500.00
Line Item Total:	$34,500.00

Total for 71300 - Vocational Education Program:	$36,000.00
Total for all other Account Numbers:	$4,000.00
Total for all Account Numbers:	$40,000.00
Adjusted Allocation:	$50,000.00
Remaining:	$10,000.00

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

72130 - Other Student Support - $4,000.00 ▼

Budget Detail		Narrative Description
Account Number:	72130 - Other Student Support	EHS will send an agricultural teacher to attend the Agriculture, Food, and Natural Resources CASE Institute in Athens GA in July '23.
Line Item Number:	524 - In-Service / Staff Development	
Application Selection:	Secondary Application	
Priority Areas:	Aligned Career Pathways	
Action Steps:	Action Step 2	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$4,000.00	
Line Item Total:	$4,000.00	

Total for 72130 - Other Student Support:	$4,000.00
Total for all other Account Numbers:	$36,000.00
Total for all Account Numbers:	$40,000.00
Adjusted Allocation:	$50,000.00
Remaining:	$10,000.00

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

Filter by Location: All - $40,000.00

Account Number Line Item Number	71300 - Vocational Education Program	72130 - Other Student Support	Total
429 - Instructional Supplies & Materials	1,500.00		1,500.00
524 - In-Service / Staff Development		4,000.00	4,000.00
730 - Vocational Instruction Equipment	34,500.00		34,500.00
Total	36,000.00	4,000.00	40,000.00
		Adjusted Allocation	50,000.00
		Remaining	10,000.00

Project Details

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

Instructions

Provide a thorough overview of the proposed project.

This should include the following essential components.

Project Theory of Action

if we upgrade equipment and instructional supplies in our agriculture classes, then we will see more local dual credit via Northeast State Community College thus increasing our Ready Grad Status.

Action Step	Outcome	Evaluation Strategy	Timeline													State Priorities			Innovative Practice Areas				Type of Partnership						Action Step Priority Ranking		
			Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Comprehensive career exploration	Aligned career pathways	HQ WBL and Ready Graduate	Time	Space	Modes of Learning	Partnerships	TCAT or Community College	University	Workforce or economic development entity	Industry Partner	Community Partner	Other	High	Medium	Low
AS#1 EHS will purchase a greenhouse that is 24' x 48' to give more room than existing greenhouse which is about half this size and still has all glass panels. Some students with financial hardships could use the additional greenhouse space to work on their Foundational Supervised Agricultural Experience or their Capstone Supervised Agricultural Experience without ever needing to leave campus.	We will increase our current greenhouse space by 200%. This will allow for more opportunities for more students. This will also allow for more potential fundraising opportunities. This will give our students as safer place to work as new greenhouse would have Polycarbonate Panels. All of these above factors should lead to more students in agriculture with more hands-on opportunities. EHS has already signed a MOU with Northeast State to do Local Dual Credit LDC in Greenhouse Management.	The CTE teacher, CTE Director, and other EHS admin will review if adding the new LDC helped in ready grad status. New strategies can be formed if it determined: if numbers did not go up--possibly advertise the POS better. On the flip side, if numbers drastically go up, then we will consider redoing master schedule to offer Greenhouse Management more often.	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☑	☑	☐	☑	☑	☑	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐

AS#2 EHS will provide professional development training for Agriculture teacher to attend sessions related to Agriculture, Food, and Natural Resources CASE Institute.	The desired outcome is to have a more confident teacher who will obtain necessary instructor training needed to administer relevant department-promoted student industry certification (OSHA) and help with post-secondary credits The hope is to train and retain CTE educators.	The agriculture teacher will present information to all CTE teachers and CTE Director at a PD day. Then the CTE teachers and Director will give feedback to agriculture teacher on whether or not the PD was beneficial.	☐	☐	☐	☐	☑	☐	☐	☑	☐	☐	☐	☐	☐	☐	☑	☑	☐	☐	☑	☑	☑	☐	☐	☐	☐	☐	☐	☑	☐
AS#3 EHS will purchase a class set (assorted sizes) of FFA jackets for students to wear when FFA attire is required (events, competitions, etc.) Many economically disadvantaged students cannot afford a FFA jacket. We are trying to meet those needs.	We will break down the financial barrier of students wanting to attend competitions, events, community promotions, etc.	We will continue to use surveys to determine the needs of the students. The Ag teacher and CTE director will determine if other measures are warranted.	☐	☐	☑	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☑

Action Step 1

$ 34,500.00 Amount

The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page.

Outline the key priorities for spending.

EHS will purchase a greenhouse to upgrade greenhouse space and capabilities while offering for WBL type activities on-site for those that don't have transportation for other WBL options.

Action Step 2

$ 4,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.

Outline the key priorities for spending.

EHS will send agriculture teacher to training to keep up-to-date on all things in agriculture.

Action Step 3

$ 1,500.00 Amount

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

EHS will purchase FFA Jackets to help break the financial barrier of agriculture students needing a FFA jacket when appropriate dress is required.

Action Step 4

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending.

Action Step 5

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending.

Action Step 6

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending.

Action Step 7

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending.

Action Step 8

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending.

Action Step 9

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending.

Action Step 10

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending.

Resources

Click here to open the application guidance document.

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

Background

Each year, the Appalachian Regional Commission (ARC) prepares an index of county economic status for every county in the United States. Economic status designations are identified through a composite measure of each county's three-year average unemployment rate, per capita market income, and poverty rate. Based on these indicators, each county is then categorized as distressed, at-risk, transitional, competitive or attainment.

Tennessee has a long-term objective of having no distressed counties by 2025. To assist in attaining this state goal, proposals that serve counties designated as distressed or at-risk will automatically receive additional points in the scoring rubric. Points will be awarded based on the county's economic status designation as of July 1, 2020. You may view the TNECD County Economic Status Map here.

☑ * Indicate and acknowledge you have reviewed the TNECD County Economic Status Map by clicking the checkbox. Below, identify any at-risk and/or distressed county(ies) for which the proposed project(s) will directly impact.

Elizabethton City Schools is a school system that is located inside Carter County, which is listed as an At-Risk County.

Resources

Click here to open the application guidance document.

Related Documents

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

Optional Documents		
Type	**Document Template**	**Document/Link**
Letter(s) of Support and/or Memorandum(s) of Understanding [Upload up to 10 document(s)]	N/A	ECS Innovation Grant Chamber of Commerce LDC with NeSCC 5.26.23 Community_College_Academic_Contract

Budget

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Regional Career Pathways Application

Account Number		Total
71300 - Vocational Education Program		$0.00
72130 - Other Student Support		$0.00
72230 - Support Services/Vocational Education Program		$0.00
99100 - Transfers Out		$0.00
	Total	$0.00
	Adjusted Allocation	$200,000.00
	Remaining	$200,000.00

Budget Overview

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Regional Career Pathways Application

Filter by Location: All - $0.00

Line Item Number	Account Number	Total
Total		0.00
	Adjusted Allocation	200,000.00
	Remaining	200,000.00

Project Details

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Regional Career Pathways Application

Instructions

Provide a thorough overview of the proposed project.

This should include the following essential components.

Project Theory of Action

Anticipated Timeline	Action Step	Outcome	Evaluation Strategy	Timeline																												State Priorities			Innovative Practice Areas				Type of Partnership						Action Step Priority Ranking		
				Monthly	July 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022	Dec. 2022	Jan. 2023	Feb. 2023	March 2023	April 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Jan. 2024	Feb. 2024	March 2024	April 2024	May 2024	June 2024	Comprehensive career exploration	Aligned career pathways	HQ WBL and Ready Graduate	Time	Space	Modes of Learning	Partnerships	TCAT or Community College	University	Workforce or economic development entity	Industry Partner	Community Partner	Other	High	Medium	Low
Select...																																													

Project Partners

In the box below, identify institutions you are partnering with for this project. You should identify the category of the partnership (LEA, post-secondary institution, local workforce or economic development entity, employer, community partner)

Action Step 1

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page.

Outline the key priorities for spending.

Action Step 2

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.

Outline the key priorities for spending.

Action Step 3

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

Action Step 4

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending.

Action Step 5

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending.

Action Step 6

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending.

Action Step 7

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending.

Action Step 8

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending.

Action Step 9

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending.

Action Step 10

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending.

Resources

Click here to open the application guidance document.

Economic Status Acknowledgement

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Regional Career Pathways Application

Background

Each year, the Appalachian Regional Commission (ARC) prepares an index of county economic status for every county in the United States. Economic status designations are identified through a composite measure of each county's three-year average unemployment rate, per capita market income, and poverty rate. Based on these indicators, each county is then categorized as distressed, at-risk, transitional, competitive or attainment.

Tennessee has a long-term objective of having no distressed counties by 2025. To assist in attaining this state goal, proposals that serve counties designated as distressed or at-risk will automatically receive additional points in the scoring rubric. Points will be awarded based on the county's economic status designation as of July 1, 2020. You may view the TNECD County Economic Status Map here.

☐ * Indicate and acknowledge you have reviewed the TNECD County Economic Status Map by clicking the checkbox. Below, identify any at-risk and/or distressed county(ies) for which the proposed project(s) will directly impact.

Resources

Click here to open the application guidance document.

Related Documents

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Regional Career Pathways Application

Required Documents		
Type	**Document Template**	**Document/Link**
Letter(s) of Support and/or Memorandum(s) of Understanding [Upload between 1 and 10 document(s)]	N/A	

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Perkins Reserve Grant Checklist

Grant Name	Applicant Name	Application Number	Budget Amount	Applicant Score
Secondary Application	Elizabethton	86	$40,000.00	Not Assigned ▼

Elizabethton (101) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Perkins Reserve Grant Checklist

Checklist cannot be viewed while the application is under review.

FY24 Consolidated Application Approval for IDEA/ESEA
School Year 2023-24

LEA # 101 LEA Name (Legal Name of Agency): Elizabethton City Schools

LEA #	*LEA Name (Legal Name of Agency):*
101	ELIZABETHTON CITY SCHOOLS

LEA Legal Making Address

Street Address : 804 S. Watauga Avenue

City: Elizabethton State: Tennessee Zip: 37643

Consolidated Project begins July 1, 2023 and ends June 30, 2024.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.
The Board of Education has reviewed and approved this project year application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

_____
Board Meeting Date

_____ _____
Director of Schools (Signature) Board of Education Official (Signature)

Richard VanHuss Eddie Pless
Director of Schools (Print Name) Board of Education Official (Print Name)

_____ _____
Date Signed Date Signed

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Consolidated Checklist

This checklist is a means of communication between TDOE and LEAs regarding the allowability and allocability of the items submitted in the funding application. Please follow the steps below to ensure that the funding application contains items that are in compliance with program requirements.

- After the LEA submits the application, TDOE will review the application and mark each section as OK, Not Applicable, or Attention Needed. If the application contains no items that are marked as Attention Needed, the application will be approved.
- If the application contains items that are marked as Attention Needed, the application will be returned to the LEA with a status of not approved. The LEA will review the checklist for items that are marked Attention Needed and make the necessary changes to those items. Only the checked items in the sections marked Attention Needed are to be corrected and/or explained. Each section marked Attention Needed also has a place where TDOE may provide notes to explain those items. The LEA should check for notes and additional comments.
- Once the LEA has made the necessary adjustments, the LEA will resubmit the application for approval. If TDOE determines that the item has been corrected, Attention Needed will be changed to OK by the TDOE Reviewer. If the items that were marked Attention Needed still have not been corrected, the application will be returned again to the LEA with a status of not approved.
- Applications that contain no items that are marked Attention Needed will be approved.

General Checklist Comment
No comments have been made at this time

Checklist Description (Collapse All Expand All)			
1. Allocations	OK	Debby Thompson	6/13/2023 6:07:43 AM
1.01 ESEA Consolidated Administration			
1.02 School-wide Pool			
2. Cover Page and Contacts	OK	Kate Smitheal	6/8/2023 3:36:37 PM
2.01 Cover Page			
2.02 Contact Page			
3. ESEA Requirements	OK	Debby Thompson	6/13/2023 6:07:43 AM
3.01 Consolidated Administration			
3.02 Administration			
3.03 State or Local Funds			
4. Consolidated Administration	OK	Debby Thompson	6/13/2023 6:07:43 AM
4.01 Budget & Budget Narratives			
4.02 Program Details			
5. Title I-A	OK	Debby Thompson	6/13/2023 6:07:43 AM
5.01 Budget & Budget Narratives			
5.02 Program Details			
5.03 Student Eligibility (Targeted Assistance Programs)			
5.04 Personnel Details			
5.05 Preschool Counts			
5.06 School Eligibility			
5.07 District Set Asides & Overview			
5.08 Allocation Designations			
5.09 PPA List			
5.10 Related Documents			
6. Title I Supplement Not Supplant	OK	Jill Lewis	6/14/2023 8:41:05 AM
6.01 Review of Methodology			
7. Homeless Students	OK	Vanessa Waters	6/8/2023 12:31:42 PM
7.01 Homeless Students			
8. Foster Care Students	OK	Jackie Jacobson	6/8/2023 12:47:37 PM
8.01 Foster Care Students			
9. Title I CSR Teachers	Not Applicable	Henry LaFollette	5/31/2023 1:51:56 PM
9.01 If the LEA has indicated a number for # of CSR Teachers on the Program Details page.			
10. Title I-A Neglected	OK	Scott Indermuehle	6/12/2023 5:58:16 AM
10.01 Budget & Budget Narratives			
10.02 Program Details			
11. Title II-A	OK	Brinn Obermiller	6/9/2023 7:20:54 AM
11.01 Budget & Budget Narratives			
11.02 Program Details			
11.03 Personnel Details			

	11.04 Related Documents			
⊟	**12. Title II-A CSR Teachers**	Not Applicable ▼	Henry LaFollette	5/31/2023 1:51:56 PM
	12.01 If the LEA has indicated a number for # of CSR Teachers on the Program Details page.			
⊟	**13. English Learner Requirements**	OK ▼	Hannah Gribble	6/8/2023 6:10:04 PM
	13.01 Program Details - include comparing the ratio to the EL October Count number			
	13.02 FTE Certified ESL Teachers (N/A until after Nov. 1)			
	13.03 Consortia Budget Review			
	13.04 Program Details - Title III			
	13.05 Personnel Details			
	13.06 Related Documents			
	13.07 Other			
⊟	**14. Title III Consortium**	Not Applicable ▼	Henry LaFollette	5/31/2023 1:50:33 PM
	14.01 Budget & Budget Narratives			
⊟	**15. Title III**	Not Applicable ▼	Henry LaFollette	5/31/2023 1:50:33 PM
	15.01 Budget & Budget Narratives			
⊟	**16. Non-public/Private Schools page**	Not Applicable ▼	Brinn Obermiller	6/9/2023 7:20:54 AM
	16.01 Non-public/Private Schools			
	16.02 Program Details			
	16.03 Related Documents			
⊟	**17. IDEA Requirements**	OK ▼	Debby Thompson	6/13/2023 6:39:33 AM
	17.01 System-Wide Personnel Page			
	17.02 Personnel Details (6-21)			
	17.03 Personnel Details (3-5)			
	17.04 Shared Program Details			
	17.05 Shared Related Documents			
	17.06 Private School Details (IDEA)			
⊟	**18. IDEA Part B**	OK ▼	Debby Thompson	6/13/2023 6:39:33 AM
	18.01 Budget & Budget Narratives			
	18.02 Equipment Purchases			
	18.03 Permissive Use of Funds			
	18.04 Adjustment to Local Effort			
	18.05 School-wide Program			
	18.06 Coordinated Early Intervention Services			
	18.07 CCEIS Mandatory			
	18.08 Non-supplanting/Maintenance of Effort			
⊟	**19. IDEA Preschool**	OK ▼	Debby Thompson	6/13/2023 6:39:33 AM
	19.01 Budget & Budget Narratives			
	19.02 Equipment Purchases			
	19.03 Permissive Use of Funds			
	19.04 Adjustment to Local Effort			
	19.05 School-wide Program			
	19.06 Coordinated Early Intervention Services			

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Cover Page and Overview

* LEA ID#	* LEA Name
101	Elizabethton City Schools

LEA Official Address

* Street	* City
804 S. Watauga Ave.	Elizabethton
* Zip Code	* 4 Digit Postal Code
37643	4207
Phone	LEA Website
423-547-8000	ecschools.net

District Assessment Information URL

The district assessment information URL is required per TCA § 49-6-6007.

* The information shall include the name of the test, the purpose and use of the test, the grade or class in which the test is to be administered, the tentative date or dates on which the test will be administered and how and when parents and students will be informed of the results of the test.

https://www.ecschools.net/Content2/assessment

Director of Schools

* Name	* Email	* Phone
Richard VanHuss	richard.vanhuss@ecschools.net	423-547-8000

ESEA Director

* Name	* Email	* Phone
John Hutchins	john.hutchins@ecschools.net	423-547-8000

IDEA Director

* Name	* Email	* Phone
Josh Boatman	josh.boatman@ecschools.net	423-547-8000

SAM.GOV Information

* SAM Registration Annual Renewal Date

04/28/2023

* Address Listed under SAM Registration Including ZIP **+4 Postal Code**

Elizabethton Citv School District 804 S Watauga Ave Elizabethton, TN 37643-4207

* UEI (Unique Entity Identification)

MP87VN3EF127

* Cage Code for SAM Registration

6F2R2

* Contact Personnel Name for SAM Registration

Beth Wilson

* SAM Contact Email Address

beth.wilson@ecschools.net

* Backup personnel assigned for SAM registration

Jackie Guinn

Federal Funds Question

* Will you spend $750,000 or more in federal funds in this fiscal year?

Yes ▼

Assurance

☑ * The information provided above is accurate as of the date of submission of the consolidated funding application.

Consolidated Project

Consolidated Project begins July 1, 2023 and ends Sept. 30, 2024*

*Tydings Amendment: Section 421(b) of the General Education Provisions Act states that any funds that are not obligated at the end of the federal funding period shall remain available for an additional 12 months.

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Cover Page and Overview

Application Contacts and Consolidated Funding Application (CFA) Roles.

Contacts are names that are selected on the CFA Contacts page; the *LEA Data View* role allows a name to be selected.

The following Roles allow individuals to answer application questions and/or change the application status: the *LEA Authorized Representative, LEA Fiscal Representative, Consolidated Update,* and *Consolidated Director.*

User Access

The *Consolidated* roles or *Data View* roles can be assigned by the district user access administrators or the ePlan.Help@tn.gov team.

Click here to access the LEA user access form.

Workflow and Notifications

Not Started	The application cannot be edited until the draft is started. *LEA Consolidated Update, LEA Consolidated Director, LEA Fiscal Representative,* or *LEA Authorized Representative* roles can move the application into *Draft Started* status.
Draft Started	*LEA Consolidated Update, LEA Consolidated Director, LEA Fiscal Representative,* or *LEA Authorized Representative* roles can edit the CFA in the *Draft Started* status (or *Revision Started* for revisions).
Draft Completed	The *LEA Consolidated Director* role can click *Draft Completed* (or *Revision Completed for revisions).*
LEA Fiscal Representative Approved or Not Approved	The *LEA Fiscal Representative* can click *Approved* or *Not Approved.*
TDOE FPO Divisional Coordinator Reviewed or Returned	The *TDOE FPO Divisional Coordinator* can click *Reviewed* or *Returned.*
TDOE FPO Director Approved or Not Approved	The *TDOE FPO Director* can click *Approved* or *Not Approved.*
LEA Authorized Representative Approved or Not Approved	The *LEA Authorized Representative* can click *Approved* or *Not Approved.*

Reimbursement Requests

LEAs can complete reimbursement requests after the *LEA Authorized Representative* has approved the application.

Resources

Click here to open the Technical Application Guide: FY24 CFA.

Click here to open the CFA Federal Spending Handbook.

Click here to open the What's New: FY24 CFA document.

TDOE Contacts

ESSA Coordinator	Henry LaFollette
IDEA Coordinator	Melanie Lamberson
Fiscal Consultant	Jill Lewis
Single Sign On (SSO)	DT.Support@tn.gov

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	6/15/2023 8:28:55 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	6/15/2023 8:28:55 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	6/14/2023 8:54:36 AM	Brinn Obermiller	Status changed to 'TDOE FPO Director Approved'.	S
	6/14/2023 8:44:35 AM	Jill Lewis	Status changed to 'TDOE FPO Divisional Coordinator Reviewed'.	S
	6/14/2023 8:00:31 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	6/14/2023 4:07:13 AM	John Hutchins	Status changed to 'Draft Completed'.	S
	6/13/2023 6:39:49 AM	Debby Thompson	Status changed to 'TDOE FPO Director Returned Not Approved'.	S
	6/8/2023 11:55:58 AM	Henry LaFollette	Status changed to 'TDOE FPO Divisional Coordinator Reviewed'.	S
	6/8/2023 11:53:35 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	6/8/2023 10:53:55 AM	John Hutchins	Status changed to 'Draft Completed'.	S
	6/8/2023 9:58:39 AM	Melanie Lamberson	Status changed to 'TDOE FPO Divisional Coordinator Returned – Revisions Needed'.	S
	6/8/2023 9:32:52 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	6/8/2023 9:28:49 AM	John Hutchins	Status changed to 'Draft Completed'.	S
	5/31/2023 2:22:29 PM	Henry LaFollette	Status changed to 'TDOE FPO Divisional Coordinator Returned – Revisions Needed'.	S

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	5/12/2023 1:25:28 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	5/12/2023 11:59:00 AM	Joshua Boatman	Status changed to 'Draft Completed'.	S
	3/7/2023 7:28:18 AM	John Hutchins	Status changed to 'Draft Started'.	S
	2/13/2023 9:48:49 AM	Melissa Brown	Status changed to 'Not Started'.	S

Allocations

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Allocations

	(1) ESEA Con. Admin	(2) Title I-A CFDA: 84.010A	(3) School-wide Pool	(4) Title I-A Neglected CFDA: 84.010A	(5) Title I-C	(6) Title I-D LEA CFDA: 84.010A	(7) Title I-D SA CFDA: 84.013A	(8) Title II-A CFDA: 84.367A	(9) Title III CFDA: 84.365A	(10) Title IV CFDA: 84.424A	(11) Title V CFDA: 84.358A	(12) IDEA, Part B CFDA: 84.027A	(13) IDEA Preschool CFDA: 84.173A	Total
Original	$0.00	$608,265.22	$0.00	$26,337.26	$0.00	$0.00	$0.00	$96,544.16	$1,391.27	$52,820.27	$0.00	$580,645.00	$16,128.00	$1,382,131.18
Incoming Carryover	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Outgoing Carryover	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Reallocated	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Released	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Consortium	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Special Award	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FER Released	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$608,265.22	$0.00	$26,337.26	$0.00	$0.00	$0.00	$96,544.16	$1,391.27	$52,820.27	$0.00	$580,645.00	$16,128.00	$1,382,131.18

	(1) ESEA Con. Admin	(2) Title I-A CFDA: 84.010A	(3) School-wide Pool	(4) Title I-A Neglected CFDA: 84.010A	(5) Title I-C	(6) Title I-D LEA CFDA: 84.010A	(7) Title I-D SA CFDA: 84.013A	(8) Title II-A CFDA: 84.367A	(9) Title III CFDA: 84.365A	(10) Title IV CFDA: 84.424A	(11) Title V CFDA: 84.358A	(12) IDEA, Part B CFDA: 84.027A	(13) IDEA Preschool CFDA: 84.173A	Total
From Title I-A	$92,123.00	($92,123.00)	$0.00											$0.00
From Title I-A Neglected	$3,000.00			($3,000.00)										$0.00
From Title I-C	$0.00		$0.00		$0.00									$0.00
From Title I-D LEA	$0.00					$0.00								$0.00
From Title II-A	$9,000.00	Original $0.00 Carryover $0.00	$0.00		Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	($9,000.00)	Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00			$0.00
From Title III	$0.00		$0.00						$0.00					$0.00
From Title IV	$0.00	Original $52,820.27 Carryover $0.00	$0.00		Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	Original $0.00 Carryover $0.00	($52,820.27)	Original $0.00 Carryover $0.00			$0.00
From Title V	$0.00		$0.00								$0.00			$0.00
From IDEA, Part B			$0.00									$0.00		$0.00
Total	$104,123.00	$568,962.49	$0.00	$23,337.26	$0.00	$0.00	$0.00	$87,544.16	$1,391.27	$0.00	$0.00	$580,645.00	$16,128.00	$1,382,131.18

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Contacts

Required Contacts

Type	Contact(s)
Director of Schools [Select at least 1 contact(s)]	Richard Vanhuss - 3-4
ESEA Bookkeeper [Select at least 1 contact(s)]	Beth Wilson - 11-15
ESEA Director [Select at least 1 contact(s)]	John Hutchins - 11-15
Family Engagement Liaison [Select at least 1 contact(s)]	Marsha Taylor - 3-4
Foster Care Point of Contact [Select at least 1 contact(s)]	John Hutchins - 11-15 Rebecca Wagner - 1-2
Homeless Children Liaison [Select at least 1 contact(s)]	John Hutchins - 11-15 Rebecca Wagner - 5-6
Homeschool Coordinator [Select at least 1 contact(s)]	Travis Thompson - 5-6
IDEA Bookkeeper [Select at least 1 contact(s)]	Beth Wilson - 11-15
IDEA Director [Select at least 1 contact(s)]	Joshua Boatman - 3-4
IDEA, Part B Contact [Select at least 1 contact(s)]	Joshua Boatman - 3-4
IDEA Preschool Contact [Select at least 1 contact(s)]	Joshua Boatman - 3-4
Juvenile Justice/Incarcerated Youth Contact (Attendance Officer unless otherwise noted) [Select at least 1 contact(s)]	Travis Thompson - 5-6
Migrant Liaison [Select at least 1 contact(s)]	John Hutchins - 11-15 Rebecca Wagner - 1-2
Private Schools Contact [Select at least 1 contact(s)]	John Hutchins - 11-15 Marsha Taylor - 1-2
Relief Funding Contact [Select at least 1 contact(s)]	Marsha Taylor - 1-2
Title I-A Contact [Select at least 1 contact(s)]	John Hutchins - 11-15
Title I: N & D Contact [Select at least 1 contact(s)]	John Hutchins - 11-15 Marsha Taylor - 1-2
Title II-A Contact [Select at least 1 contact(s)]	John Hutchins - 11-15
Title III-EL Contact [Select at least 1 contact(s)]	John Hutchins - 11-15 Emily Hargis - 3-4
Title IV Contact [Select at least 1 contact(s)]	John Hutchins - 3-4
Title V Contact [Select at least 1 contact(s)]	John Hutchins - 11-15
Treasurer or CFO [Select at least 1 contact(s)]	Beth Wilson - 11-15

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - ESEA Requirements

Required Documents
This page is currently not accepting Related Documents.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Consolidated Admin Pool

Indirect Cost	
Total Contributing to Indirect Cost	$104,123.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$4,626.58

Account Number		Total
72210 - Support Services/Regular Instruction Program		$104,123.00
99100 - Transfers Out		$0.00
	Total	$104,123.00
	Adjusted Allocation	$104,123.00
	Remaining	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Consolidated Admin Pool

72210 - Support Services/Regular Instruction Program - $104,123.00 ▼

Budget Detail		Narrative Description
Account Number:	72210 - Support Services/Regular Instruction Program	Salary (from Title I-A, Title I-N, and Title II) for Director of Federal Programs (.50 FTE) $57,000.00. He provides supervision for all Title I schools, Title I - N schools, and works with faculty with regard to professional development. He also oversees Title I setasides, (Homeless, Parent and Family Engagement, and the Wandell Early Learning Center), ESL, and Migrant students.
Line Item Number:	105 - Supervisor / Director	
Strategic Plan:	Educators	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$57,000.00	
Line Item Total:	$57,000.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Salary from Title I-A, Title I-N, and Title II for Federal Programs Secretary (.50 FTE) $25,397.00. She provides assistance to the Federal Programs Director by keeping track of inventories, purchase requests, and accounts for Title I schools, Title I - N schools. She and works to setup lodging or travel for faculty and administrators with regard to professional development. She does the same with Title I setasides (Homeless, Parent and Family Engagement, and the Wandell Early Learning Center), ESL, and Migrant students.
Line Item Number:	161 - Secretary(s)	
Strategic Plan:	Academics	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$25,397.00	
Line Item Total:	$25,397.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Social Security ($5,100.00) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE).

Line Item Number:	201 - Social Security	
Strategic Plan:	Academics	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$5,100.00	
Line Item Total:	$5,100.00	
Account Number:	72210 - Support Services/Regular Instruction Program	State Retirement ($7,020.00) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE).
Line Item Number:	204 - Pensions	
Strategic Plan:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$7,020.00	
Line Item Total:	$7,020.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Life Insurance ($68.00) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE).
Line Item Number:	206 - Life Insurance	
Strategic Plan:		
Optional Program Code:		

Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$68.00	
Line Item Total:	$68.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Medical Insurance ($8,025.00) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE).
Line Item Number:	207 - Medical Insurance	
Strategic Plan:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$8,025.00	
Line Item Total:	$8,025.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Dental Insurance ($315.00) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE).
Line Item Number:	208 - Dental Insurance	
Strategic Plan:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$315.00	
Line Item Total:	$315.00	

Account Number:	72210 - Support Services/Regular Instruction Program	Employer Medicare ($1,195.00) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE).
Line Item Number:	212 - Employer Medicare	
Strategic Plan:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1,195.00	
Line Item Total:	$1,195.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Other Supplies & Materials ($1.500) for the Federal Programs Director (.50 FTE), and Secretary (.50 FTE), which may include could copy paper, printer cartridges, computers, & other miscellaneous office supplies.
Line Item Number:	499 - Other Supplies and Materials	
Strategic Plan:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1.50	
Line Item Total:	$1.50	
Account Number:	72210 - Support Services/Regular Instruction Program	In-Service/Staff Development ($1.50) registration, lodging, meals, and travel expenses for the Director (.50 FTE) to attend Federal Programs conferences, the LEAD Conference, East Tennessee Title I Conferences, Family Engagement Conference, and other workshops associated with the federal programs I support.
Line Item Number:	524 - In-Service / Staff Development	
Strategic Plan:		
Optional		

Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$1.50
Line Item Total:	$1.50

Total for 72210 - Support Services/Regular Instruction Program:	$104,123.00
Total for all other Account Numbers:	$0.00
Total for all Account Numbers:	$104,123.00
Adjusted Allocation:	$104,123.00
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Consolidated Admin Pool

Indirect Cost	
Total Contributing to Indirect Cost	$104,123.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$4,626.58

Filter by Location: All - $104,123.00 ▼

Account Number Line Item Number	72210 - Support Services/Regular Instruction Program	Total
105 - Supervisor / Director	57,000.00	57,000.00
161 - Secretary(s)	25,397.00	25,397.00
201 - Social Security	5,100.00	5,100.00
204 - Pensions	7,020.00	7,020.00
206 - Life Insurance	68.00	68.00
207 - Medical Insurance	8,025.00	8,025.00
208 - Dental Insurance	315.00	315.00
212 - Employer Medicare	1,195.00	1,195.00
499 - Other Supplies and Materials	1.50	1.50
524 - In-Service / Staff Development	1.50	1.50
Total	104,123.00	104,123.00
	Adjusted Allocation	104,123.00
	Remaining	0.00

Program Details

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Consolidated Admin Pool

*** Provide a description of the reasonable and necessary administrative activities and personnel (including travel, supplies, and equipment used to administer the grant programs included). All programs contributing funds to the consolidated administration pool must be administered with these funds. Funds in this pool may NOT be used to administer grant programs that have not contributed to the pool. All information described must match information in the consolidated administration budget and personnel table.**

The Director of Federal Programs oversees all applicable Title programs, whether they receive federal funds, or are administered through local funds. He works to ensure Title I funds are disseminated to the schools and used to fund supplemental materials, and programs, and staff development in order to level the playing field for those at-risk students.He also works closely with the building administrators, Learning Leaders, school interventionists, & the Curriculum Supervisor to determine the areas & subgroups (in each Title I school) that need additional support. Programs and staff development will focus on research-based programs designed to help our teachers provide the instruction that will help students achieve proficiency on challenging state academic achievement standards. Quarterly Title I Principal Meetings are held so that information gathered at state and local meetings may be provided to the principals so they may share it with their staff. Principals also share with (the director) the decisions that are made in their Title I Leadership Team Meetings. This discussion focuses on the shared decision-making that is taking place at each school regarding their Title I funds and Parent and Family Engagement opportunities. Trainings attended by the Federal Programs Director are disseminated to the Title I school administrative team, who will in-turn, share the information with staff members. The Director of Federal Programs travels to the Federal Programs Conference, occasionally to the LEAD Conference, and to the East Tennessee Federal Programs Conference in order to be better informed and mindful of best practices that are being utilized across the state. Information is then shared with our administrative team. Title II funds are provided for staff development in all of our schools that focuses on researched-based proven strategies for success. Teachers and administrators benefit from the use of these funds to aid them in working with struggling students in their classroom. Title I - N funds are administered as we work with the two neglected facilities within our district. The Federal Programs Director has numerous meetings with the leadership to ensure that the funds they receive are administered appropriately. The Homeless, Parent and Family Engagement, and WELC setasides in Title I are also a big part of what I oversee. Ensuring that barriers are removed from enrolling, involving parents in their child's education, and early learning are also overseen by the Federal Programs Director.

The Federal Programs Secretary provides assists to the Federal Programs Director by keeping track of inventories, purchase requests, and accounts for Title I schools, Title I - N schools. She also works to setup lodging or travel for faculty and administrators with regard to professional development. She does the same with Title I setasides (Homeless, Parent and Family Engagement, and the Wandell Early Learning Center), ESL, and Migrant students.

Consolidated Admin funding pays 50% of the Director of Federal Programs and his secretaries salary (each). The other 50% comes from our General Purpose budget. The federal funds that make up the Consolidated Admin. budget ($104,123.00) are as follows: Title I - A ($92,123.00), Title I - N ($3,000.00), & Title II - A ($9,000.00).

Systemwide Administration - (Usually personnel working in the central office)

	Headcount	FTE
Administration	1.00	0.50
Resource Specialist		
Program / Project Director		

Other (specify) **Federal Programs Secretary**	1.00	0.50
Total	2.00	1.00

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Indirect Cost	
Total Contributing to Indirect Cost	$568,962.49
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$25,281.18

Account Number		Total
71100 - Regular Instruction Program		$476,036.49
71150 - Alternative Instruction Program		$0.00
72120 - Health Services		$0.00
72130 - Other Student Support		$28,331.00
72210 - Support Services/Regular Instruction Program		$64,595.00
72250 - Education Technology		$0.00
72410 - Office of the Principal		$0.00
72520 - Human Resources/Personnel		$0.00
72610 - Operation of Plant		$0.00
72710 - Transportation		$0.00
73100 - Food Service		$0.00
73400 - Early Childhood Education		$0.00
99100 - Transfers Out		$0.00
	Total	$568,962.49
	Adjusted Allocation	$568,962.49
	Remaining	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

71100 - Regular Instruction Program - $476,036.49 ▼

Budget Detail		Narrative Description
Account Number:	71100 - Regular Instruction Program	Teacher (1.0 Total FTE): WELC: Salary for 1 teacher (1.0 FTE) from the Preschool Setaside $57,640.00
Line Item Number:	116 - Teachers	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$57,640.00	
Line Item Total:	$57,640.00	
Account Number:	71100 - Regular Instruction Program	Educational Assistants (3.68 FTE Total): Salaries for full and part time assistants detailed below: HME: $25,335.00 2 part-time Title I assistants (.67 each = 1.34 FTE) ESE: $25,335.00 2 part-time Title I assistants (.67 each = 1.34 FTE) WSE: $18,590.00
Line Item Number:	163 - Educational Assistants	
Strategic Plan:		
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		

Location Code:	Elizabethton (101)	1 full- time Title I assistant (1.0 FTE)
Quantity:	1.00	
Cost:	$69,260.00	
Line Item Total:	$69,260.00	
Account Number:	71100 - Regular Instruction Program	Instructional Interventionists (3.0 Total FTE): Salaries for Interventionists detailed below: HME - $120,715.00 (2.0 FTE Total), 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE) ESE - $65,250.00 (1.0 FTE Total), 1 Math/Reading Interventionist (1.0 FTE) The school system has placed one teacher (Instructional Interventionist/Coach) at each elementary to serve struggling students in all grades and in all subject areas, especially those testing in the bottom 10% or might otherwise fall through the cracks. The 3 Instructional interventionists (paid from Title I), will work specifically with at-risk students in the specific subject-area they are assigned. These individuals are supplemental, as the school system would not be able to afford them in the absence of federal funds.
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:	Academics	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$185,965.00	
Line Item Total:	$185,965.00	
Account Number:	71100 - Regular Instruction Program	Social Security (7.68 Total FTE): Social Security for Teachers and assistants detailed below: WELC: $3,575.00 (1.0 FTE Total) 1 teacher (1.0 FTE each) from the Preschool Setaside ESE: $5,615.00 Interventionists (2.34 FTE Total), 1 Math/Reading Interventionist (1.0 FTE), 2 part time Title I assistants (.67 FTE each = 1.34), and
Line Item Number:	201 - Social Security	
Strategic Plan:	Academics	
Required LEA Set Asides:		
Admin Costs:		
Optional		

Program Code:		HME: $9,055.00 (3.34 FTE Total) 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE), 2 part-time Title I assistants (.67 each = 1.34 FTE) WSE: $1,155.00 (1.00 FTE Total) 1 full-time Title I assistant (1.0 FTE)
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$19,400.00	
Line Item Total:	$19,400.00	
Account Number:	71100 - Regular Instruction Program	State Retirement: (5.0 FTE Total) Retirement for Teachers and full-time assistants detailed below: WELC: $3,925.00 (1.0 FTE) 1 teacher (1.0 FTE) from the Preschool Setaside ESE: $7,575.00 (1.0 FTE Total) 1 Math/Reading Interventionist (1.0 FTE), HME: $9,855.00 (2.0 FTE Total) 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE) WSE: $2,295.00 (1.0 FTE Total) 1 Full-time Title I Assistant (1.0 FTE)
Line Item Number:	204 - Pensions	
Strategic Plan:	Academics	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$23,650.00	
Line Item Total:	$23,650.00	
Account Number:	71100 - Regular Instruction Program	Life Insurance: (78 FTE Total) Life Insurance for full-time staff detailed below: WELC: $90.00 (1.0 FTE Total) 1 teacher (1.0 FTE) from the Preschool Setaside. ESE: $90.00 (2.34 FTE Total)
Line Item Number:	206 - Life Insurance	
Strategic Plan:	Academics	
Required LEA Set Asides:		

Admin Costs:		1 Math Interventionist (1.0 FTE), and 2 part-time assistant (1.34 FTE), HME: $180.00 (3.34 FTE Total) 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE), and 2 full-time Title I assistants (1.34 FTE) WSE: $45.00 (1.0 FTE Total) 1 full-time Title I Assistant (1.0 FTE)
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$405.00	
Line Item Total:	$405.00	
Account Number:	71100 - Regular Instruction Program	Medical insurance: (5.0 FTE Total) Medical Insurance for full-time staff detailed below: WELC: $8,275.00 (1.0 FTE Total) 1 teacher (1.0 FTE) from the Preschool Setaside, ESE: $10,185.00 (1.0 FTE Total) 1 Math Interventionist (1.0 FTE) HME: $18,460.00 (2.0 FTE Total) 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE), WSE: $7,750.00 (1.0 FTE Total) 1 Full-time Title I Assistant (1.0 FTE)
Line Item Number:	207 - Medical Insurance	
Strategic Plan:	Academics	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$44,670.00	
Line Item Total:	$44,670.00	
Account Number:	71100 - Regular Instruction Program	Dental Insurance: (5.0 FTE Total) Dental Insurance for full-time employees: WELC: $315.00 (1.0 FTE Total) 1 teacher (1.0 FTE) from the Preschool Setaside,
Line Item Number:	208 - Dental Insurance	
Strategic Plan:	Academics	

Required LEA Set Asides:		ESE: $315.00 (1.0 FTE Total) 1 Math Interventionist (1.0 FTE) HME: $630.00 (2.0 FTE Total) 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE), WSE: $315.00 (1.0 FTE Total) 1 Full-time Title I Assistant (1.0 FTE)
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1,575.00	
Line Item Total:	$1,575.00	
Account Number:	71100 - Regular Instruction Program	Medicare: ($4,530.00) Medicare for Teachers and assistants detailed below: WELC: $835.00 (1.0 FTE) 1 teacher (1.0 FTE) from the Preschool Setaside ESE: $1,310.00 (2.34 FTE Total) 1 Math Interventionist (1.0 FTE), and 2 part time Title I assistants(1.34 FTE) HME: $2,115.00 (3.34 FTE Total) 1 Math Interventionist (1.0 FTE), 1 Reading Interventionist (1.0 FTE), 2 Part-time Title I assistants (1.34 FTE) WSE: $270.00 (1.00 FTE Total) 1 Full-time Title I assistant 1.0 FTE)
Line Item Number:	212 - Employer Medicare	
Strategic Plan:	Academics	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$4,530.00	
Line Item Total:	$4,530.00	
Account Number:	71100 - Regular Instruction Program	Instructional supplies and materials (could include copy paper, ink cartridges, software and apps for student use, manipulatives, & supplemental classroom instructional materials, and computers). Specifically HME is looking to address ELA concerns in lower grades by trying to focus on phonemic awareness. They have looked into programs and materials to try and supplement the current ELA program. Funds are allocated at:
Line Item Number:	429 - Instructional Supplies & Materials	

Strategic Plan:		WELC ($1,500.00), ESE ($34.000.00), HME ($27,441), and WSE ($6,000.00)
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$68,941.49	
Line Item Total:	$68,941.49	

Total for 71100 - Regular Instruction Program:	$476,036.49
Total for all other Account Numbers:	$92,926.00
Total for all Account Numbers:	$568,962.49
Adjusted Allocation:	$568,962.49
Remaining:	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

72130 - Other Student Support - $28,331.00 ▼

Budget Detail		Narrative Description
Account Number:	72130 - Other Student Support	Salary for Homeless Liaison aka Special Populations Liaison Homeless Seaside: $10,000.00 (.25 FTE) 1 System-wide Special Populations Liaison
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:		
Required LEA Set Asides:	Students Experiencing Homelessness	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$10,000.00	
Line Item Total:	$10,000.00	
Account Number:	72130 - Other Student Support	Additional Parent Involvement Setaside: $3,000.00 (.13 FTE each) 3 $1,000.00 stipends for 3 school-level Parent Involvement Coordinators.
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:		
Required LEA Set Asides:	Additional Parent and Family Engage...	
Admin Costs:		
Optional Program Code:		

Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$3,000.00	
Line Item Total:	$3,000.00	
Account Number:	72130 - Other Student Support	Social Security for the System-wide System-wide Special Populations Liaison ($620.00), a Title I Setaside.
Line Item Number:	201 - Social Security	
Strategic Plan:		
Required LEA Set Asides:	Students Experiencing Homelessness	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$620.00	
Line Item Total:	$620.00	
Account Number:	72130 - Other Student Support	Additional Parent Involvement Setaside: Social Security for 3 school-level (HME, ESE, WSE) and 1 system-level Parent Involvement Coordinators (.13 FTE each) funded from Parent Involvement setaside ($186.00).
Line Item Number:	201 - Social Security	
Strategic Plan:		
Required LEA Set Asides:	Additional Parent and Family Engage...	
Admin Costs:		
Optional		

Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$186.00	
Line Item Total:	$186.00	
Account Number:	72130 - Other Student Support	Setaside funds for the System-wide System-wide Special Populations Liaison ($681.00).
Line Item Number:	204 - Pensions	
Strategic Plan:		
Required LEA Set Asides:	Students Experiencing Homelessness	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$681.00	
Line Item Total:	$681.00	
Account Number:	72130 - Other Student Support	Additional Parent Involvement Setaside: State retirement for 3 school-level (HME, ESE, WSE) and 1 system-level Parent Involvement Coordinator funded from Parent Involvement setaside: ($205.00).
Line Item Number:	204 - Pensions	
Strategic Plan:		
Required LEA Set Asides:	Additional Parent and Family Engage...	

Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$205.00	
Line Item Total:	$205.00	
Account Number:	72130 - Other Student Support	Medicare ($145,00) from the title I homeless setaside for the System-wide Special Populations Liaison.
Line Item Number:	212 - Employer Medicare	
Strategic Plan:		
Required LEA Set Asides:	Students Experiencing Homelessness	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$145.00	
Line Item Total:	$145.00	
Account Number:	72130 - Other Student Support	Additional Parent Involvement Setaside: Medicare for 3 school-level (HME, ESE, WSE), 1 system-level Parent Involvement Coordinators from Parent Involvement setaside ($44.00).
Line Item Number:	212 - Employer Medicare	
Strategic Plan:		

Required LEA Set Asides:	Additional Parent and Family Engage...	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$44.00	
Line Item Total:	$44.00	
Account Number:	72130 - Other Student Support	Other supplies and materials for Parent Involvement for the 3 Title I elementary schools and the WELC. Total parent Involvement setaside: $5,689.62 receiving the following: the (ELC $620.64), ESE ($1,236.79), HME ($1,236.80), & WSE ($1,236.79) for materials and copies (handouts and agendas) pertaining to parent involvement and grade-level parent meetings, and light refreshments (drinks and snacks) due to most meetings being held in the early evening around (dinner time).
Line Item Number:	499 - Other Supplies and Materials	
Strategic Plan:		
Required LEA Set Asides:	Required Parent and Family Engageme...	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$5,689.62	
Line Item Total:	$5,689.62	
Account Number:	72130 - Other Student Support	Additional Parent and Family engagement funds ($4,510.38) for the WELC ($378.38), ESE ($1,623.00), HME ($1,623.00), and ESE ($1,623.00).
Line Item Number:	499 - Other Supplies and Materials	

Strategic Plan:	
Required LEA Set Asides:	Additional Parent and Family Engage...
Admin Costs:	
Optional Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$4,510.38
Line Item Total:	$4,510.38

Account Number:	72130 - Other Student Support
Line Item Number:	499 - Other Supplies and Materials
Strategic Plan:	
Required LEA Set Asides:	Students Experiencing Homelessness
Admin Costs:	
Optional Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$3,250.00
Line Item Total:	$3,250.00

Other supplies and materials for the System-wide System-wide Special Populations Liaison (Homeless setaside: $3,250.00) would be supplies to aid the liaison in documenting meetings with parents, providing copies of materials that provide information for services the family may be entitled to, copies in their native language, backpacks, and school supplies for students (based on supply lists from teachers).

Total for 72130 - Other Student Support: $28,331.00

Total for all other Account Numbers:

	$540,631.49
Total for all Account Numbers:	$568,962.49
Adjusted Allocation:	$568,962.49
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

72210 - Support Services/Regular Instruction Program - $64,595.00 ▼

Budget Detail		Narrative Description
Account Number:	72210 - Support Services/Regular Instruction Program	Rather than losing their assistants to the principals, due to budget cuts in general purpose, ESE and HME were willing to use Title I funds to keep them in place, paying 25% of each of their salaries (.25 FTE each). ESE ($17,935.00) and HME ($20,835.00).
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$38,770.00	
Line Item Total:	$38,770.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Social Security for Assistants to the Principal: ESE - $1,110.00 HME - $1,290.00
Line Item Number:	201 - Social Security	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		

Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$2,400.00	
Line Item Total:	$2,400.00	
Account Number:	72210 - Support Services/Regular Instruction Program	State Retirement for Assistants to the Principals: ESE - $1,220.00 HME - $1,420.00
Line Item Number:	204 - Pensions	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$2,640.00	
Line Item Total:	$2,640.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Life Insurance premiums for Assistants to the Principal: ESE - $25.00 HME - $25.00
Line Item Number:	206 - Life Insurance	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional		

Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$50.00	
Line Item Total:	$50.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Medical Insurance for Assistants to the Principals: ESE - $3,150.00 HME - $1,875.00
Line Item Number:	207 - Medical Insurance	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$5,025.00	
Line Item Total:	$5,025.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Dental insurance for Assistants to the Principals: ESE - $75.00 HME - $75.00
Line Item Number:	208 - Dental Insurance	
Strategic Plan:	Educators	
Required LEA Set Asides:		

Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$150.00	
Line Item Total:	$150.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Employer Medicare for Assistants to the Principals: ESE - $260.00 HME - $300.00
Line Item Number:	212 - Employer Medicare	
Strategic Plan:	Educators	
Required LEA Set Asides:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$560.00	
Line Item Total:	$560.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Inservice/Staff Development, hotel expenses, travel, and meals. Conferences include LEAD conference, Title I Conference, Tennessee Reading Conference, PIE Conference, and other State and local training opportunities. WELC (Preschool setaside: $2,000.00), ESE ($4,500.00)
Line Item Number:	524 - In-Service / Staff Development	
Strategic Plan:	Educators	

Required LEA Set Asides:		HME ($4,500.00) WSE ($4,000.00)
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$15,000.00	
Line Item Total:	$15,000.00	

Total for 72210 - Support Services/Regular Instruction Program:	$64,595.00
Total for all other Account Numbers:	$504,367.49
Total for all Account Numbers:	$568,962.49
Adjusted Allocation:	$568,962.49
Remaining:	$0.00

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Indirect Cost	
Total Contributing to Indirect Cost	$568,962.49
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$25,281.18

Filter by Location: All - $568,962.49

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
116 - Teachers	57,640.00			57,640.00
163 - Educational Assistants	69,260.00		0.00	69,260.00
189 - Other Salaries & Wages	185,965.00	13,000.00	38,770.00	237,735.00
201 - Social Security	19,400.00	806.00	2,400.00	22,606.00
204 - Pensions	23,650.00	886.00	2,640.00	27,176.00
206 - Life Insurance	405.00	0.00	50.00	455.00
207 - Medical Insurance	44,670.00	0.00	5,025.00	49,695.00
208 - Dental Insurance	1,575.00	0.00	150.00	1,725.00
212 - Employer Medicare	4,530.00	189.00	560.00	5,279.00
429 - Instructional Supplies & Materials	68,941.49			68,941.49
499 - Other Supplies and Materials	0.00	13,450.00	0.00	13,450.00
524 - In-Service / Staff Development		0.00	15,000.00	15,000.00
Total	476,036.49	28,331.00	64,595.00	568,962.49
			Adjusted Allocation	568,962.49
			Remaining	0.00

Program Details

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Program Administration: The reasonable and necessary costs to manage Title I in a compliant and effective manner.

☑ **The LEA is utilizing consolidated administration to administer Title I.** Information regarding the administration of the grant can be found in the Consolidated Administration Program Details page of the consolidated funding application.

☐ **The LEA is not utilizing consolidated administration to administer Title I.** Provide a summary of how the Title I program will be administered, including the title of the staff responsible for the grant administration, the FTE(s) to be supported by Title I funds, and all other funding sources that will contribute to Title I administrative staff salaries/benefits.

Use of Funds for PreK: For purposes of federal funding, "elementary schools" are schools serving any combination of pre-kindergarten through grade six (PreK-6) (TCA §49-6-301(a)). Indicate below whether funds from this grant will be directed to PreK students and/or instructional staff (i.e., teachers, coaches, paraprofessionals).

☑ Check the box if the LEA uses grant funds from this program to support pre-K.

84 * How many pre-K students are served with grant funds from this program?

1 * How many instructional staff (i.e., teachers, coaches, paraprofessionals) are served with grant funds from this program?

School-wide Planning: Each year districts are required to work with and support Title I schools in the development of school plans that align with identified priority needs, contain all required plan components, and budget school-level Title I funds. Districts are also required to review and approve Title I school-wide plans to ensure that all required components are included.

Describe how the school actively and consistently involves all planning team members and other stakeholders in the development, implementation, and revision of the school plan throughout the year.

School improvement plans are progress monitored through the principal evaluation process. Principals are asked to provide progress reports each semester. Based upon schools' School Improvement Plans data that is progress monitored may vary. Our goal is for all of our students to master the state standards, therefore as a team we will monitor the progress of students mastery of standards by reviewing our Cyclone Checkpoint data three times a year. We will also monitor our AIMSweb data three times a year to ensure our students are making progress toward their grade level skills. Data from both of these sources along with state data (TVAAS and Achievement) allows us the ability to determine if the school is having difficulty in TIER I instruction. If it is determine that our TIER I instruction isn't making the gains necessary to move our students toward mastery, the team determines areas of need and provide differentiated professional development with job embedded coaching to help improve our TIER I instruction. Data team meetings are held every four and half weeks to determine if students need to move to Tier II instruction in order to best meet the individual students' need. To monitor instruction technology and software we run usage reports periodically throughout the year to determine if the programs are being utilized and analyze the impact they have on student growth.

Describe the process for reviewing the effectiveness of school-wide programs.

Formal and informal assessments are still used to track student and subgroup progress. Cyclone checkpoints provide valuable feedback for teachers and interventionists so they may customize instruction.

School-wide & Targeted Assistance Programs

* Identify the type(s) of services and supports to be provided for students with Title I funding.

- [x] Academic interventions (RTI support)
- [ ] Guidance services
- [ ] Social services
- [ ] Behavioral services
- [ ] Nursing services
- [ ] Extended year services
- [ ] Extended day services
- [x] Academic enrichment
- [ ] Early post-secondary opportunities
- [x] Instructional technology
- [x] Instructional software
- [x] Instructional supplies & materials
- [ ] Class-size reduction

  # of CSR Teachers
- [ ] Other - (please specify)

* Provide a general description of the programs, services and supports selected above to be supported with Title I funds in participating schools. - (If implementing both school-wide and targeted assistance programs, include a separate description for each program type.)

School-Wide Programs (HME, ESE, & WSE)

Through meeting goals set by the building administrators, meeting benchmark tests, increasing proficiency in statewide tests, moving students through the S-Team process to ensure they are working at their potential (with assistance) and not being placed in Special Education, and utilizing staff and interventionists to assist identified students (in various levels) using the RTI2 program of intervention. We also look at school attendance, parent involvement/participation and various other programs we offer to insure that the various needs of the "whole child" are being met. Many of our students struggle with hunger issues. Our Title I schools are part of the CEP program and these students now receive breakfast and lunch free of charge. We also have a backpack buddies program that sends food home to students that might not otherwise have a decent meal over the weekend. We look at all of these factors to determine our effectiveness in providing a schoolwide program.

Title I, Part A Parent and Family Engagement

* Provide a clear description of how the LEA reduces barriers and provides opportunities for the informed participation of parents and family members in Title I parent and family engagement activities, including parent and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children. (ESEA §1116)

With thoughtful planning and insight for parent and family engagement, ECS reduces barriers and provides opportunities for families by hosting Family Engagement sessions throughout the school year. Some events are planned during the school day and other activities during the evenings to accommodate various work schedules for parents. Our family engagement sessions include topics such as literacy, Reading 360, math development, FAFSA, CTE, and school transition information meetings with tours. The inclusion of family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children is given careful consideration during the planning stages and while the events are taking place.

Our educators also produce videos featuring information on essential educational topics for parents and guardians to view at their convenience. These "*Tuffy PEP Talks"* are short videos recorded by district leaders and teachers highlighting our curriculum, programs, and resources. The family engagement videos also offer helpful advice parents can implement at home to help their children succeed in school. Our "PEP" videos provide a means of connecting with parents that may be hesitant to come to the schools due to various cultural experiences. We intend that families may be more comfortable coming in-person to other events after viewing our resourceful video presentations.

Funding Coordination

Check all funding sources the LEA receives and coordinates with Title I funding in support of the district plan.

* Title I, Part C (Education of Migratory Children)
No ▼

* Title II, Part A (Teacher & Principal Training and Recruitment)
Yes ▼

* Title III, Part A (English Language Acquisition)
No ▼

* Title IV, Part A (Student Support & Academic Enrichment)
No ▼

* Title IV, Part B (21st Century Community Learning Centers)
No ▼

* Title V, Part B, Subpart 1 (Small, Rural School Achievement)
No ▼

* Title V, Part B, Subpart 2 (Rural & Low Income Schools)
No ▼

* Title IX, Part C (McKinney-Vento Homeless Assistance)
Yes ▼

* IDEA Part B (Individuals with Disabilities Act)
Yes ▼

* IDEA Preschool
Yes ▼

* Carl D. Perkins (Vocational Technical Education Act)
Yes ▼

Education Service Coordination & Integration:

Identify the instructional programs that are coordinated and integrated with Title I services to: ensure increased program effectiveness, reduce fragmentation, and eliminate duplication.

* Head Start
No ▼

* Even Start
No ▼

* Other preschool programs
Yes ▼

* Services for youth at risk of dropping out
Yes ▼

* Career & technical education programs
Yes ▼

* English as a second language programs
Yes ▼

* Services for migrant or formerly migrant students
No ▼

0 If Yes, enter the district's projected migrant student population for the current application year

* Services for children & youth in neglected & delinquent facilities
Yes ▼

* Services for children & youth experiencing homelessness
Yes ▼

Resources

Click here to open the Consolidated Funding Application Guide.

Student Eligibility - Targeted Assistance Programs

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

N/A (or check areas as appropriate)

1. Pre-school - Grade 2: (Developmentally appropriate measures must be used.)

Pre-K Only

Targeted Assistance Program		Data Source	Describe the criteria & data sources to be used in order to identify eligible students.
Regular Year	Summer		
☐	☐	Select... ▼	

2. Grades 3 - 12:

Targeted Assistance Program		Data Source	Describe the criteria & data sources to be used in order to identify eligible students.
Regular Year	Summer		
☐	☐	Select... ▼	

3. Late-arriving students or students for whom LEA criteria data is not available.

Targeted Assistance Program		Data Source	Describe the criteria & data sources to be used in order to identify eligible students.
Regular Year	Summer		
☐	☐	Select... ▼	

Resources

Click here to open the Consolidated Funding Application Guide.

Homeless Students

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

	2022-23	2023-24
Total number of homeless students enrolled in the LEA	56	83
Title I, Part A homeless set aside amount	$14,915.00	$ 14,696.00
Title I, Part A homeless set aside per pupil amount	$266.34	$ 177.0602409638

*** Describe how the LEA determined Title I, Part A homeless set-aside amount. In the description, include how the LEA also considers the availability and utilization of community-based organizations(CBOs) (i.e. churches, services clubs, food banks, etc).; per pupil ratios; and data trends in the determination of the amount.**

a. Our primary method has been to look at historical data. Over the past several years we have reviewed previous plans and expenditures to ensure we have adequate funding. When we received the MV grant, we had a very difficult time utilizing the entirety of the grant funds we received. Even with our numbers growing and changing in the last few years, our expenses have been nominal. With our system providing the transportation, it has cut down on the funds needed. We have several faith-based organizations that are helpful with Homeless families. We have the Second Harvest Food Bank and other agencies and churches handing out food on different days of the week. Many of the needs a Homeless family may have are readily taken care of by community support organizations and churches.

Our numbers have decreased over the past year. That may also have been a reason for the decrease, as families were less transient and finding stability post-pandemic.

*** Describe how the LEA prevents barriers to enrollment.**

a. Barriers are removed by providing training to office personnel, administrators, guidance, and teachers with respect to what they should look for when new students enroll in school. Training is provided to all staff members by Mrs. Bishop (our Homeless/Foster Liaison). Staff must also complete the SafeSchools training module on identifying Homeless students, as a part of our system compliance training, each year. Flyers and posters are placed at schools, and daycare facilities around the district. Information is also provided at each school during the registration process. Local shelters also provide information regarding our programs to parents. Information is provided to parents and students at the Back to School Bash prior to the beginning of school.

When a student or family contacts our schools, the registration process begins. If they mention they are homeless, state they are living in a hotel, shelter, camper, or with a friend, Mrs. Bishop is contacted. She speaks with the family or student (if unaccompanied) to make a determination regarding services. She provides pamphlets explaining how she is here to help them get enrolled. She will also provide them with information pertaining to their rights and the systems obligations. Transportation is also mentioned and provided, if needed. Free meals are setup through food service. Mrs. Bishop shares information pertaining to other agencies and how they may be able to help them. She works with the families throughout the process and updates me along the way. We get them enrolled, and then worry about records and immunizations.

*** Describe what services, resources, and supports are provided to help close the achievement gap between homeless and non-homeless students.**

Tutoring services are offered along with counseling and midterm checks from our Homeless Liaison. RTI II services (Tiers 2 & 3) and special education testing and services are available as needed. Math and Reading interventionists will work with students that need assistance. The liaison will also meet with the

student frequently, to ensure classes are going well and to review midterms and end of semester scores. The homeless liaison meets with every family or unaccompanied youth to ensure enrollment is done in accordance of the law, and to help them know what services are available. The homeless liaison also communicates with families and coordinates services with them as needed. Also, we now have additional counseling and mental health assistance for all students.

*** Describe what student-centered factors the LEA uses to determine the best interest of the student attending the school of origin or the local attendance area school requested by the parent, guardian, or unaccompanied youth.**

Our goal is to use a student-centered approach regarding the learner's best interest when it comes to attendance at the school of origin, or moving to a different school in a new system. Where possible, we want to be on the side of our students and parents when it comes to placement. We also work very closely with other districts in the area. Factors include: school, distance to be traveled by bus, academic success, and whether a student may lose credits while transferring. Beyond this, we try to work with parents and honor their request.

*** Describe the transportation services that are available to homeless students and how the LEA ensures that there is no delay in getting required transportation services to students within 1-2 days of enrollment. Enrollment is defined as "attending classes and participating fully in school activities" [42 U.S.C. § 11434a(1)].**

The school system provides transportation by school bus at this point in time to all MV students needing transportation. The system is looking at purchasing a van with ARP 2.0 funds to possibly help Homeless students with transportation to, and from, schools.

Funding Coordination

Check the boxes to indicate which funding sources will be coordinated with Title I, Part A Homeless set-aside funds.

- [ ] McKinney-Vento Subgrant
- [ ] ESSER 1.0
- [ ] ESSER 2.0
- [ ] ESSER 3.0
- [ ] ARP Homeless 1.0
- [x] ARP Homeless 2.0
- [ ] ARP Homeless System Navigator

The LEA is utilizing a portion of the Title I, Part A homeless set aside to support the district homeless liaison.

- (•) Yes
- ( ) No

83 % **If yes, identify the percentage of funds to be used**

- [x] *** Assurances**

The LEA has developed and implemented a clear, written transportation policy and dispute resolution process for students experiencing homelessness.

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Documents

Type	Document Template	Document/Link
(CFA TI) Foster Care Transportation Procedures [Upload at least 1 document(s)]	N/A	ECS Foster Care Transportation Agreenment

BID Meetings

	2021-22	2022-23
Total number of students in foster care enrolled in the LEA	16	36
Total number of BID meetings held in the school year.	7	11
How many of the BID meetings resulted in students remaining in their school of origin?	2	4
Title I, Part A foster care transportation set aside (for the following Fiscal Year) This field will auto-populate from the District Set-Aside page.	$0.00	$

The LEA is utilizing Title I funds to transport children in foster care to their school of origin. (NOTE: Title I funds used for these transportation costs cannot come from the set aside for homeless students.)

- ○ Yes
- ◉ No

*** Assurances**

The LEA has developed and implemented clear written procedures for transporting youth in foster care to their school of origin. The transportation plan includes the following components: 1) best interest determination (BID) meeting must occur within five days of the district being notified that a child has entered foster care; 2) transportation must be in place within five days of the BID meeting; 3) process has been developed for disputing transportation and how interim transportation will be provided in the event of a dispute along with how costs will be covered in the interim; 4) plan addresses how the district will provide transportation when there is minimal or no additional cost (i.e., method, responsible party); 5) plan describes how additional costs will be addressed (Title I set-aside, general purpose fund, etc.) and 6) plan is agreed upon and signed by the LEA and DCS.

The LEA provides training to building level administrators and enrollment personnel on foster care and education stability.

In order to facilitate the educational stability of children receiving foster care services, the LEA is providing for the immediate and appropriate enrollment of each eligible student.

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Systemwide Instruction & Support - Staff in this table are those who are supported with district-wide set aside funds (i.e. professional development, preschool, extended day) and work across multiple school sites as needed, but still report to central office. Staff assigned to one or more schools for a set period of time must be supported with funds spiraled to schools and should appear in the school-level personnel table.

	Headcount	FTE
Coaches / Consulting Teachers		
Instructional Paraprofessionals		
Non-Instructional Paraprofessionals		
Interventionists		
Parent and Family Engagement		
Other (specify) Special Populations Liaison	1.00	0.25
Total	1.00	0.25

Systemwide Administration for Districts NOT Consolidating - Staff in this table are those who work in the central office on the direct administration of the grant. If the district is consolidating funds for grant administration, no staff can be entered in this table.

	Headcount	FTE
Administration		
Resource Specialist		
Program / Project Director		
Other (specify)		
Total	0.00	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Title I, Part A - Personnel Details (Regular School-Year - K-12 School-level) Optional Uploads

Documents		
Type	**Document Template**	**Document/Link**
(CFA Title I, Part A) Personnel Details (Regular School Year - K-12 School Level)	CFA Title I, Part A Personnel Details (Regular School Year - K-12 School Level)	

Regular School-Year - Staff in this table are those who work in Title I schools and are supported with funds spiraled to schools.

School Name	LEA ID - School Number	Teachers		Paraprofessionals		Interventionists		School Counselors		Parent and Family Engagement		Other 1 - Specify Asst. Principal		Other 2 - Specify		Other 3 - Specify		Other 4 - Specify		Total	
		Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
East Side Elementary	101-0010			2	1.34	1	1.00			1	0.13	1	0.25							5	2.719999999999
Elizabethton High School	101-0015																			0	0
Harold McCormick Elementary	101-0020			1	1.34	2	2.00			1	0.13	1	0.25							5	3.719999999999
T A Dugger Junior High School	101-0025																			0	0
West Side Elementary	101-0030			1	1.00					1	0.13									2	1.13
Total		0	0.00	4	3.68	3	3.00	0	0.00	3	0.39	2	0.50	0	0.00	0	0.00	0	0.00	12	7.57

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

N/A

Summer School Personnel Funded with Title I-A

School Name	LEA ID - School Number	FUNDING (School Allocations / District Set-Aside)	STAFFING (Salary / Stipend / Both)	Teachers		Paraprofessionals		Instructional Facilitators		Site Administrator / Clerical		School Counselors		Parent and Family Engagement		Other - Specify	
				Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
East Side Elementary	101-0010	Select...	Select...														
Elizabethton High School	101-0015	Select...	Select...														
Harold McCormick Elementary	101-0020	Select...	Select...														
T A Dugger Junior High School	101-0025	Select...	Select...														
West Side Elementary	101-0030	Select...	Select...														
Total																	

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

N/A

Preschool Personnel Funded with Title I-A

School Name	LEA ID - School Number	FUNDING (School Allocations / District Set-Aside)	Teachers		Paraprofessionals		Instructional Facilitators		Clerical		School Counselors		Parent and Family Engagement		Other - Specify	
			Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
East Side Elementary	101-0010	District Set-Aside	1	1.00												
Elizabethton High School	101-0015	Select...														
Harold McCormick Elementary	101-0020	Select...														
T A Dugger Junior High School	101-0025	Select...														
West Side Elementary	101-0030	Select...														
Total			1	1.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

This page is to collect information on schools within the district using Title I, Part A funds either as a district set-aside or part of a school allocation to provide services to preschool program(s).

If the district has a preschool program within a K-12 Title I school where funds are utilized (I.e. local/state/VPK) to fund the preschool program, do not complete this page.

If Title I funds are not used after funds to provide services to any of the preschools, check N/A.

N/A

Preschool Counts

School Name	LEA ID - School Number	Number of Preschool Classes Serving Title I Students Funded with Title I SW or TA				Total Number of Students Enrolled in this Preschool	Total Number of Low-Income Students Enrolled in this Preschool	Percent of Students from Low-Income families	Preschool Title I Funded: Schoolwide (SW) or Targeted Assistance (TA)
		In a Separate Location		Serving Students in the Zone	From Multiple School Zones				
East Side Elementary	101-0010	No			3	84	68	81 %	SW
Elizabethton High School	101-0015	Select...						%	Select...
Harold McCormick Elementary	101-0020	Select...						%	Select...
T A Dugger Junior High School	101-0025	Select...						%	Select...
West Side Elementary	101-0030	Select...						%	Select...
Total			0	0	3	84	68		

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

N/A - If your district is not using funds for class size reduction select N/A.

School Name	Grade CSR Teacher Will Serve	Projected Grade Enrollment	Actual Grade Enrollment	State/Local Funded Teachers	Title I CSR Teachers	Projected State and Local Teacher to Student Ratio	Actual State and Local Student to Teacher Ratio	Grade Span CSR Teacher Will Serve	Grade Span Projected Enrollment	Grade Span State/Local Funded Teachers	Grade Span Title I CSR Teachers	Grade Span Projected State and Local Teacher to Student Ratio
▼	Select... ▼					NaN	NaN	Select... ▼				NaN

*** 1. Describe the district's use of funds for Class Size Reduction (CSR), the evidence upon which the district is relying for its use, and how CSR is in support of one or more of the strategies in the district plan.**

*** 2. What level of evidence does the district's use of CSR meet?**

- STRONG EVIDENCE from at least one well-designed and well-implemented experimental study.
- MODERATE EVIDENCE from at least one well-designed and well-implemented quasi-experimental study.
- PROMISING EVIDENCE from at least one well-designed and well-implemented correlational study.
- DEMONSTRATES A RATIONALE for using the intervention (the study suggests that the intervention is likely to improve a relevant outcome.)

*** 3. Was there a favorable effect on the use of CSR?**

- Yes
- No

*** 4. Was the use of CSR implemented in a setting similar to your district (e.g., rural, urban, grade span, etc.)?**

- Very Much
- Somewhat
- A little
- Not at all

*** 5. Was the use of CSR implemented with populations similar to your district (e.g., English language learners, low socioeconomic status, specific ethnicity)?**

- Very Much
- Somewhat
- A little
- Not at all

Using ESEA Funds for Class-Size Reduction

LEAs utilizing ESEA funds for class size reduction teachers must also submit documentation that the teacher(s) hired are highly-effective by Oct. 1 each year. More information can be found here.

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Identifying and Ranking Schools Optional Documents

Documents		
Type	**Document Template**	**Document/Link**
(CFA TI) Title I Skipped Schools Letter	N/A	
(CFA) Title I School-wide Waiver Approval Letter [Upload up to 1 document(s)]	N/A	WSE Waiver Approval

Low Income Data - Dates of data used cannot be changed once the original CFA is approved.

Identify the method(s) the LEA will use to identify low income students.

☑ Free/Reduced Lunch	Month & Year of Date Used 3/23
☑ Direct Certification (for CEP and/or non-CEP schools)	Month & Year of Date Used 3/23
☐ TANF Eligibility	Month & Year of Date Used
☐ Medicaid	Month & Year of Date Used
☐ Census	Month & Year of Date Used

Ranking & Identifying Title I Schools

☐ Check if the LEA has a single attendance area (only one school in each grade span).

☐ Check if the LEA has less than 1,000 students enrolled.

NOTE: If any of the above are checked, all schools in the LEA are eligible for Title I services.

* Identify the ranking the LEA will use to group schools in order to make eligibility determinations:

○ District-wide ranking

◉ Grade-span ranking

Identify the method the LEA will use to identify Title I eligible schools:

☐ District-wide poverty percentage (total district poverty/total district enrollment)

☑ Grade-span poverty percentages (for each grade span, total grade span poverty/total grade span enrollment)

List the districtwide grade span poverty averages for each grade span group served

Grade Span	Poverty Average
1. K - 5	44.3 %
2. 6 - 8	43.5 %
3. 9 - 12	40.2 %

Check all that apply:

☑ 35% rule (all schools at or above 35% poverty are eligible)

☐ The LEA will prioritize high schools with 50% or more poverty

☑ The LEA has received a waiver to implement school-wide programs in one or more schools with less than 40% poverty and waiver approval is uploaded to Related Documents.

Schools "Skipped" in Rank Order

For any school not served with Title I-A funds (marked as "skip school" on the School Eligibility page), indicate the amount and source of state or local supplemental funds that are used to provide services to low-achieving students in lieu of the funds that would have been provided by Title I-A. A "Skipped Schools Letter" providing justification must be uploaded to the Title I Related Documents page of this application.

School Name	Funding Source	Amount
		$

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

The underlined items in the column headings on this page can be clicked for sorting. For example, to sort your schools alphabetically by school name, click on "School Name"

School Name (5 Buildings)	LEA ID - School Number	Charter School	Grade Span	Service	K-12 Public Enrollment	K-12 Non-Public Attendance Area	All Students (K-12 Public Enrollment + Non-public Attendance Area)	Poverty Factor	K-12 Low Income Students						Sort Order (Asc)	Eligibility For Service	Eligibility by Other Factors	School Designation
									Public Count	Adjusted Public Count	NonPublic Count	Total Low-Income K+L	Percent (J+L)/H	Adjusted Percent M/H				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
Harold McCormick Elementary	101-0020	☐	K,1,2,3,4,5	SW	377	0	377	DC x 1.6 Multiplier	146	234		234	38.73 %	62.07 %	1	☑	☐	Reward
East Side Elementary	101-0010	☐	PK,K,1,2,3,4,5	SW	392	0	392	DC x 1.6 Multiplier	146	234		234	37.24 %	59.69 %	2	☑	☐	Reward
West Side Elementary	101-0030	☐	K,1,2,3,4,5	SW (waiver)	375	0	375	DC x 1.6 Multiplier	50	80		80	13.33 %	21.33 %	2	☐	☐	Reward
T A Dugger Junior High School	101-0025	☐	6,7,8	None	625	0	625	FRPL (Free and Reduced Lunch)	272	272		272	43.52 %	43.52 %	3	☑	☐	Reward
Elizabethton High School	101-0015	☐	9,10,11,12	None	838	0	838	FRPL (Free and Reduced Lunch)	337	337		337	40.21 %	40.21 %	4	☑	☐	None
Totals:					2,607	0	2,607		951	1,157	0	1,157	44.38 %	44.38 %				

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Required Set-Asides	Amount
***Students Experiencing Homelessness:** (Add further details about the Homeless Set-Aside on the Homeless Students page of the application.)	14,696.00
***Required Parent and Family Engagement for Public Schools:** For LEAs receiving $500,000 or more in Title I allocations: • 1% of your Title I allocation is $5,689.62. Enter this amount as the required family engagement set-aside. • Note that 90% of the public school amount (number above) is $5,120.66 and must be distributed to your schools for Parent and Family Engagement activities. Your total Required Parent and Family Engagement amount from budget tags is $5,689.62. **1. Provide a clear description of how the parent and family engagement set-aside will be utilized including district- and school-level purchases, programming, instructional materials, and professional development.** The Federal Programs Director and the Federal Programs Supervisor work hand-in-hand with the building PICs developing ideas for engaging parents, setting up school events and evenings at schools with parents. Planning centers around helping parents understand what and how their children are being taught, and how they can help their children wit the work. Testing is also a topic shared with parents and staff. Parents need to understand how their children will be tested, and what they will be tested over. Planning is also discussed for the Title I meeting in the first week of school. Professional development is offered (when available) to the building-level PICs and they, in-turn, share information with each other, and teachers in their building. **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):** All Title I Schools benefit from the preschool program (East Side, Harold McCormick, and West Side).	5,689.62
Additional Parent and Family Engagement for Public Schools: (for districts with allocations less than $500,000 electing to set aside funds for FE OR districts reserving amounts above the required 1%) Your total Additional Parent and Family Engagement Amount from Budget Tags is $7,945.38. **1. Provide a clear description of this Parent and Family Engagement initiative including a justification for personnel, instructional materials, professional development, and other narratives.** Parent Involvement Coordinators will work throughout the school year to assist teachers with ideas and insight regarding Parent Involvement activities and to provide meaningful information to parents regarding the education of their children. The focus continues to be on Math and Reading/ELA skills that parents can help their children with at home so they may be successful at school. The coordinators will work with theFederal Programs Supervisor to set up PI meetings at each of the schools, where our Reading and Math Coaches will share information with parents regarding student testing & implementation of Common Core standards. The focus continues to be to have a minimum of 2 Reading/ELA and 2 Math meetings (per semester) at each school for the K - 2 and 3-5 clusters after the initial Title I PI Meeting (held the first week of school).	7,945.38

2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward): All Title I Schools benefit from the preschool program (East Side, Harold McCormick, and West Side).	

Set Asides for Services to Students in Non-Public/Private Schools	Amount
***Non-Public Private Schools Instructional Funds:** (line I from the Non-Public Equitable Services page) Your total Non-Public Private Schools Instructional Funds Amount from Budget Tags is $0.00. **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I Focus, Title I Priority, Title I Reward):**	0.00
***Non-Public Private Schools Parent and Family Engagement:** (line E from the Equitable Services Program Details- Title I, Part A page for LEAs receiving over $500,000 in Title I Allocations) **1. Provide a clear description of how the parent and family engagement set-aside will be utilized including district- and school-level purchases, programming, instructional materials, and professional development.**	0.00

Additional District-wide Instructional Initiatives	Amount
English as a Second Language Programs: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):**	
Extended School Day & School Year Programs: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):**	
Foster Student Transportation: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.**	

2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):	
Preschool Programs: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** This set-aside will be used to support the pre-school educational program East Side Elementary. This program serves more than 84 students in 4 classrooms. Of the 84 students, 68 are income eligible. The focus is to serve at-risk students at the earliest possible age. Currently the classrooms free and reduced lunch rate is 80.9%. This program houses students from all elementary zones within the city district. **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):** All Title I Schools benefit from the preschool program (East Side, Harold McCormick, and West Side).	76,155.00
Professional Development Initiative: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):**	
Reservation of funds for FY25 (not to exceed 15%): **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):**	
Salary Equalization: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):**	
Supplemental Funds for Services to Neglected Youth: **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.**	

2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):	
***Support for Focus and Priority Schools:** **1. Provide a clear description of this initiative including a justification for personnel, instructional materials, professional development, and other narratives.** **2. Please list the schools to be impacted along with the category(ies) of each of these schools (all Title I schools, Elementary, Middle, High, Title I ATSI and Title I CSI, Title I Priority, Title I Reward):**	
Total:	104,486.00

Allocation Designations

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Allocation Amounts	Amount
Title I-A Regular Allocation (Includes funds transferred in)	661,085.49
Carryover/Additional funds	+ 0.00
Total Allocation Amount	$ 661,085.49

School Allocations	Amount
Total Allocation Amount	661,085.49
Subtract Total Set Asides	- 104,486.00
Total Indirect Costs	- 0.00
Total Amount Contributed to Consolidated Administration (public and non-public schools)	- 92,123.00
Total Amount reserved for District Administration-if not using Consolidated Administration (public and non-public schools)	- 0.00
Total Available for School Allocations	$ 464,476.49

Per Pupil Amount (PPA) for 125% Factor	Amount
Total Allocation Amount	661,085.49
Divide by total number of low-income students in all LEA schools (public schools)	÷ 1,157.00
Initial per pupil amount	571.38
125% Factor	x 1.25
FINAL PPA	$ 714.22

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A
School/Attendance Area Allocation

Average Per Pupil Amount (PPA) $ 714.22

School/ Attendance Area	Sort Order	Poverty Factor	Poverty %	# of Public Low Income Students	PPA Per Low Income Student	Total PPA Amount E X F	Family Engagement	Total G + H	Include In School-Wide Pool
A	B	C	D	E	F	G	H	I	
Harold McCormick Elementary	1	DC x 1.6 Multiplier	62.07	234	988.38	231,280.92	4,545.00	235,825.92	☐
East Side Elementary	2	DC x 1.6 Multiplier	59.69	234	752.30	176,038.20	4,545.00	180,583.20	☐
West Side Elementary	2	DC x 1.6 Multiplier	21.33	80	714.46	57,156.80	4,545.00	61,701.80	☐
		Total Low Income		548	**Total Allocations**	464,475.92	13,635.00	478,110.92	
					Remaining	0.57			

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Documents

Type	Document Template	Document/Link
(CFA) Supplement Not Supplant Methodology [Upload at least 1 document(s)]	N/A	SNSM with Addendum 23:24.pdf

Title I Supplement Not Supplant: Based on Budgeting of State/Local Funds

Under ESSA Title I, Part A, the local educational agency (LEA) must describe and be able to demonstrate a Supplement, Not Supplant budget methodology that is used to allocate **State and Local Funds** to schools and ensures equitable funding for all schools.

Title I Neutral/Exempt

Check if one of these items applies:

- ☐ The LEA is a one-school district.
- ☐ There is only one building at each grade level.

☐ If you checked one of the Title I Neutral/Exempt options above, please check here. You do not need to complete the remainder of this page.

Statement of Methodology

If the LEA has Title I and non-Title I schools at a specific grade level, the LEA must provide its methodology or process for creating school level budgets with **State/Local funds** to ensure that Title I schools receive all the **State/Local funds** they would receive if they were not a Title I school.

* The LEA uses a:

- ○ Single LEA-wide process
- ◉ Process that differs by grade-span

Type of Methodology

* The LEA uses the following method(s) to allocate school level funding:

- ☑ Per-pupil
- ☐ Weighted per-pupil
- ☐ Personnel/non-personnel costs, or

☐ Other, please list:

Allocation Methodology

* How does the LEA allocate funds for professional development?

- ◉ By ADM
- ○ By School
- ○ By Request
- ○ Other (Please Specify Below)

Please specify how the LEA allocates funds for professional development if "Other" was selected above.

* How does the LEA allocate funds for technology?

- ○ By ADM
- ○ By School
- ○ By Request
- ◉ Other (Please Specify Below)

Please specify how the LEA allocates funds for technology if "Other" was selected above.

As needed basis

* How does the LEA allocate funds for Supplies and Materials?

- ○ By ADM
- ○ By School
- ○ By Request
- ◉ Other (Please Specify Below)

Please specify how the LEA allocates funds for supplies and materials if "Other" was selected above.

ADM with additional funding

Resources

Click here to open the Consolidated Funding Application Guide.

Related Documents

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Required Documents		
Type	**Document Template**	**Document/Link**
(CFA TI) Foster Care Transportation Procedures [Upload at least 1 document(s)]	N/A	ECS Foster Care Transportation Agreenment
(CFA) Supplement Not Supplant Methodology [Upload at least 1 document(s)]	N/A	SNSM with Addendum 23:24.pdf

Optional Documents		
Type	**Document Template**	**Document/Link**
(CFA TI) Title I Skipped Schools Letter	N/A	
(CFA) Title I School-wide Waiver Approval Letter [Upload up to 1 document(s)]	N/A	WSE Waiver Approval
(CFA) Additional Supporting Documents	N/A	
(CFA Title I, Part A) Personnel Details (Regular School Year - K-12 School Level)	CFA Title I, Part A Personnel Details (Regular School Year - K-12 School Level)	

Program Assurances

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for Title I-A, including those outlined below.**

1.	Ensure that migratory children and formerly migratory children who are eligible to receive Title I service are selected to receive services on the same basis as other children selected to receive Title I services. (1112(c)(1))
2.	Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1117, and timely and meaningful consultation with private school officials regarding Title I services. (1112(c)(2))
3.	Participate, if selected in the National Assessment of Education Progress in reading and mathematics in grades 4 and 8. (1112(c)(3))
4.	Coordinate and integrate services with other educational services at the local educational agency or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, in order to increase program effectiveness, eliminate duplication and reduce fragmentation of the instructional program. (1112(c)(4))
5.	Provide for the educational stability of children in foster care by designating a foster care liaison and adhering to the guidelines, policies and procedures set forth in 14 Del. C, §202A, 14 Del. Admin. C. §903, 14 Del. Admin. C. §505 and the MOU Between the DOE, LEAs and DSCYF (effective 7/1/18) which expands upon the Title I provisions related to foster care including, but not limited to best interest decisions and transportation
6.	Develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care. (1112(c)(5)(B))
7.	Ensure that all teachers and paraprofessionals working a program supported with funds under this part meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. (1112(c)(6))
8.	Ensure that services to provide early childhood education services to low-income children below the age of compulsory school attendance comply with performance standards established under 641A(a) of the Head Start Act (42 U.S.C. 9836a(a)).
9.	Establish and implement a district-wide salary schedule, a policy to ensure equivalence among schools in teachers, administrators and other staff, and policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. (1118(c)(2)(A))
10.	Demonstrate that the methodology used to allocate state and local funds to each school receiving Title I funds ensures that such schools receive all of the state and local funds it would otherwise receive if it were not receiving Title I funds. (1118(b)(2))
11.	Conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in Title I programs with meaningful consultation with parents. (1116(a)(1))
12.	Jointly develop with, agree on with, and distribute to, parents and family members of Title I participating children a written parent and family engagement policy. (1116(a)(2))
13.	Conduct, with meaningful parent and family involvement, an annual revision of the content and evaluation of the effectiveness of the parent and family engagement policy in improving the academic quality of Title I schools. Use the evaluation findings to design evidence-based strategies for more effective parent involvement. (1116 (2)(D);1116 (2)(E))
14.	Involve parents and family members of Title I participating children in the decisions regarding how funds reserved for parent and family engagement are allotted for parental involvement activities. (1116(a)(3)(B))

15.	Notify parents of students attending Title I school at the beginning of each school year of the parents' right to request and receive in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following: (i) whether the student's teacher-(I)has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction; (II) is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived; and (III) is teaching in the field of discipline of the certification of the teacher; (ii) whether the child is provided services by paraprofessionals and their qualifications. (1112(e)(1)(A))
16.	Provide to each individual parent of a child in a Title I school, information on the level of achievement and academic growth of the student, if applicable and available, on each of the state academic assessments required under this part; and timely notice that the student has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area in which the teacher has been assigned. (1112(e)(1)(B))
17.	Notify, by the beginning of each school year, parents of students attending Title I schools of their right to request and receive in a timely manner, information regarding any state or local educational agency policy regarding student participation in any assessments mandated by section 1111(b)(2) and by the state or local educational agency, which shall include a policy, procedure, or parental right to opt the child out of such assessment, where applicable. (1112(e)(2)A))
18.	Post on the local educational agency's website and, where practicable, on the website of each school serviced by the local educational agency, for each grade served by the local educational agency, information on each assessment required by the state to comply with section 1111, other assessments required by the state, and where such information is available and feasible to report, assessments required districtwide by the local educational agency, including: (i) subject matter to be assessed; (ii) purpose for which the assessment is designed and used; (iii) the source of the requirement for the assessment; and (iv) where such information is available. (1112(e)(2)(B))
19.	Use Title I funds to supplement the funds that would, in the absence of such federal funds, be made available from state and local funds to each school receiving Title I funds. (1118(b)(1))
20.	Demonstrate compliance with Section 1118(b)(1), within two years of the enactment of the Every Student Succeeds Act, through a methodology used to allocate state and local funds to each school receiving Title I funds to ensure that each school receives all of the state and local funds it would otherwise receive if it were not receiving Title I funds. (1118(b)(2), 1118(b)(5))
21.	Maintain the local educational agency's fiscal effort in accordance with Section 8521. (1118(a))
22.	Provide services to Title I schools that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds. (1118(c)(1)(A))
23.	Develop a written assurance that the local education agency has established and implemented an agency-wide salary schedule, a policy to ensure equivalence among schools in teachers, administrators and other staff, and a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. (1118(c)(2))
24.	Review all expenditures from the previous year's Consolidated Funding Application (CFA) and review the effectiveness level of each expenditure.

Budget

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

Indirect Cost	
Total Contributing to Indirect Cost	$22,321.83
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$1,036.96

Account Number		Total
71100 - Regular Instruction Program		$11,521.83
71150 - Alternative Instruction Program		$0.00
72120 - Health Services		$0.00
72130 - Other Student Support		$10,300.00
72210 - Support Services/Regular Instruction Program		$500.00
72610 - Operation of Plant		$0.00
72710 - Transportation		$0.00
73100 - Food Service		$0.00
99100 - Transfers Out		$1,015.43
	Total	$23,337.26
	Adjusted Allocation	$23,337.26
	Remaining	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

71100 - Regular Instruction Program - $11,521.83 ▼

Budget Detail		Narrative Description
Account Number:	71100 - Regular Instruction Program	Elizabethton Academy - Supplemental Materials, supplies and material (computers, paper, copy paper, pencils, notebooks, highlighters, etc.) will be purchased, as needed for students from the $11,037.26 designated for their facility.
Line Item Number:	429 - Instructional Supplies & Materials	
Strategic Plan:	Academics	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$11,037.26	
Line Item Total:	$11,037.26	
Account Number:	71100 - Regular Instruction Program	ETCH&A - Supplies and materials (paper, pencils, notebooks, highlighters, manipulative, etc.) will be purchased as needed from the $484.57 designated for their facility.
Line Item Number:	429 - Instructional Supplies & Materials	
Strategic Plan:	Academics	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$484.57	
Line Item Total:	$484.57	

Total for 71100 - Regular Instruction Program:	$11,521.83
Total for all other Account Numbers:	$11,815.43
Total for all Account Numbers:	$23,337.26
Adjusted Allocation:	$23,337.26
Remaining:	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

72130 - Other Student Support - $10,300.00 ▼

Budget Detail		Narrative Description
Account Number:	72130 - Other Student Support	Part time teaching assistant (.25 FTE) for ETCHA to provide intervention and tutoring services in core subject areas ($9,500.00).
Line Item Number:	399 - Other Contracted Services	
Strategic Plan:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$9,500.00	
Line Item Total:	$9,500.00	
Account Number:	72130 - Other Student Support	Parent Involvement for EA to purchase supplies, materials, and light snacks for Parent involvement meetings that usually take place around dinner time ($400.00).
Line Item Number:	499 - Other Supplies and Materials	
Strategic Plan:	Student Readiness	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$400.00	
Line Item		

Total:	$400.00	
Account Number:	72130 - Other Student Support	Parent Involvement for ETCHA to purchase supplies, materials, and light snacks for Parent involvement meetings that usually take place around dinner time ($400.00).
Line Item Number:	499 - Other Supplies and Materials	
Strategic Plan:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$400.00	
Line Item Total:	$400.00	

Total for 72130 - Other Student Support:	$10,300.00
Total for all other Account Numbers:	$13,037.26
Total for all Account Numbers:	$23,337.26
Adjusted Allocation:	$23,337.26
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

72210 - Support Services/Regular Instruction Program - $500.00 ▼

Budget Detail		Narrative Description
Account Number:	72210 - Support Services/Regular Instruction Program	EA will utilize $500 to provide staff development training for their instructors throughout the year.
Line Item Number:	524 - In-Service / Staff Development	
Strategic Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$500.00	
Line Item Total:	$500.00	

Total for 72210 - Support Services/Regular Instruction Program:	$500.00
Total for all other Account Numbers:	$22,837.26
Total for all Account Numbers:	$23,337.26
Adjusted Allocation:	$23,337.26
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

99100 - Transfers Out - $1,015.43 ▼

Budget Detail		Narrative Description
Account Number:	99100 - Transfers Out	Indirect Costs ($1,015.43)
Line Item Number:	504 - Indirect Cost	
Strategic Plan:		
Admin Costs:	Indirect Cost	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$1,015.43	
Line Item Total:	$1,015.43	

Total for 99100 - Transfers Out:	$1,015.43
Total for all other Account Numbers:	$22,321.83
Total for all Account Numbers:	$23,337.26
Adjusted Allocation:	$23,337.26
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

Indirect Cost	
Total Contributing to Indirect Cost	$22,321.83
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$1,036.96

Filter by Location: All - $23,337.26

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
399 - Other Contracted Services	0.00	9,500.00	0.00		9,500.00
429 - Instructional Supplies & Materials	11,521.83				11,521.83
499 - Other Supplies and Materials	0.00	800.00	0.00		800.00
504 - Indirect Cost				1,015.43	1,015.43
524 - In-Service / Staff Development		0.00	500.00		500.00
Total	11,521.83	10,300.00	500.00	1,015.43	23,337.26
				Adjusted Allocation	23,337.26
				Remaining	0.00

Program Details

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

Documents

Type	Document Template	Document/Link
(CFA) MOU/Formal Agreement [Upload at least 1 document(s)]	N/A	ETCH&A MOU EA MOU
(CFA) Needs Assessment for Neglected & Delinquent Facilities [Upload between 1 and 5 document(s)]	Needs Assessment for Neglected & Delinquent Facilities Form	EA 2023 Needs Assessment ETCHA 2023 Needs Assessment

Name of Facility	Grades Served	Number of Classrooms	Current Facility Enrollment (Number of Students)	Personnel (FTE) To Be Hired w/Title I, Part A-Neglected LEA Funds - (do not list contracted/reimbursed services)		
				Teachers	Educational Assistants	Other (Specify)
East Tennessee Christian Home & Academy	6-12	1	7			
Elizabethton Academy	6-12	1	15			

* 1. Provide a description of the facility (facilities) to receive Title I, Part A-Neglected funds.

ETCHA - Elizabethton Children's Home and Academy:

East Tennessee Christian Home and Academy is a ministry dedicated to “Growing Girls God’s Way.”

It is a residential placement that provides a Christ-centered ministry to help at-risk adolescent girls and their families in need of respite and/or reprieve.

EA - The Elizabethton Academy:

Elizabethton Youth Academy is a 16-bed residential treatment center for girls ages 12 to 17 years old. The center provides a vast array of programs that focus on Mental Health Treatment, Art, Music, Recreation Therapies and Education. Services are provided 24 hours per day, seven days per week

Program services include 16 slots for intensive mental health treatment for both dependent/neglect and adjudicated youth. The facility has two levels with one living area, multipurpose room, cafeteria, sensory room, therapy room, outdoor recreation space, and a classroom.

* 2. Describe how the Title I, Part A-Neglected funds will be used in each facility to support the educational programs for students in the facility (facilities). - *(Please be sure this narrative aligns with personnel listed above)*

In the past the two facilities have had different needs. Last year the hope was to be able to add a tutor at EA, but funding was cut and they were not able to hire anyone. This year, funding is down even more. ETCH&A will continue to contract for tutoring services while EA will focus on STEM-related materials.

* 3. Describe the process the LEA will utilize to evaluate and monitor the facility (facilities) participating in the Title I, Part A-Neglected program.

A review of the needs assessment and CSPR data give you a pretty good picture of the health of each program. We also have weekly correspondence with the facilities and drop in from time-to-time. We are in constant communication with each program and have provided staff development opportunities with their instructors. Both schools have access to our SafeSchools program. We also monitor the facility each year and check their Title I inventory each year.

☐ 4. The LEA monitors the facility/facilities at least every three years.

* If the LEA does not monitor the facility/facilities at least every three years, please explain why

The LEA will monitor both facilities in FY24.The pandemic threw the schedule off, but an updated monitoring document has been created and the facilities will be monitored in the fall of 2023.

Resources

Click here to open the Consolidated Funding Application Guide.

Related Documents

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

Required Documents		
Type	**Document Template**	**Document/Link**
(CFA) Needs Assessment for Neglected & Delinquent Facilities [Upload between 1 and 5 document(s)]	Needs Assessment for Neglected & Delinquent Facilities Form	EA 2023 Needs Assessment ETCHA 2023 Needs Assessment
(CFA) MOU/Formal Agreement [Upload at least 1 document(s)]	N/A	ETCH&A MOU EA MOU

Optional Documents		
Type	**Document Template**	**Document/Link**
(ASR) Additional Supporting Documents	N/A	

Program Assurances

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

*** The LEA assures that it will:**

1.	Monitor all facilities that receive Title I, Part A-Neglected funding to ensure that the facility is complying with all applicable statutory and regulatory requirements.	
2.	Maintain all formal agreements it has made with all facilities that receive Title I, Part A-Neglected funding.	
3.	Evaluate the program, disaggregating Consolidated State Performance Report (CSPR) data on participating by gender, race, ethnicity, and age annually to determine the program's effect on the ability of participants to:	
	a.	Maintain and improve educational achievement:
	b.	Accrue school credits that meet State requirements for grade promotion and secondary school graduation;
	c.	Complete secondary school (or secondary school equivalency requirements), and obtain employment after leaving the correctional facility or institution; and,
	d.	As appropriate, participate in postsecondary education and job training. In conducting each evaluation, the LEA agrees to use multiple and appropriate measures of student progress
4.	Submit the Consolidated State Performance Report (CSPR) evaluation results to the TN Department of Education and/or the U.S. Department of Education and use the results of these evaluations to plan and improve subsequent programs for participating children and youth.	
5.	Use Title I, Part A-Neglected to supplement the program.	
6.	Assess student needs through testing and surveys and include in needs assessment.	
7.	The LEA provides assurance that if the facility is working with students with disabilities, the facility staff is made aware of the student's individualized education programs (IEP) and their responsibility for serving this group of students under state and federal law.	
8.	Submit the Annual Child Count data to the TN Department of Education.	
9.	Review all expenditures from the previous year's Consolidated Funding Application (CFA) and review the effectiveness level of each expenditure.	

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

Indirect Cost	
Total Contributing to Indirect Cost	$86,589.96
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$3,889.92

Account Number		Total
71100 - Regular Instruction Program		$0.00
71150 - Alternative Instruction Program		$0.00
72120 - Health Services		$0.00
72130 - Other Student Support		$0.00
72210 - Support Services/Regular Instruction Program		$86,589.96
72250 - Education Technology		$0.00
72610 - Operation of Plant		$0.00
72710 - Transportation		$0.00
73100 - Food Service		$0.00
99100 - Transfers Out		$954.20
	Total	$87,544.16
	Adjusted Allocation	$87,544.16
	Remaining	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

72210 - Support Services/Regular Instruction Program - $86,589.96 ▼

Budget Detail		Narrative Description
Account Number:	72210 - Support Services/Regular Instruction Program	Stipends ($16,000) for 12 Learning Leaders (.13 FTE each) working with teachers in each of the schools (before school, during school - planning periods, and after school) for a total of 1.56 FTE ($16,000.00) Funding ($41,306.00) for a certified, district-wide, professional development coordinator (.5 FTE)
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$57,306.00	
Line Item Total:	$57,306.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Funding ($3,000.00) to pay our teachers to train other teachers on professional development days in digital content delivery of CORE academic subjects.
Line Item Number:	196 - In-Service Training	
Strategic Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$3,000.00	
Line Item		

Total:	$3,000.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Social Security for Learning Leaders ($186.00) and for teachers ($992.00) providing staff development for teachers before and throughout the school-year, and ($2,561.00) for the system-wide professional development coordinator.
Line Item Number:	201 - Social Security	
Strategic Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$3,739.00	
Line Item Total:	$3,739.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Retirement for Learning Leaders ($275.00) and for teachers ($1,400.00) providing staff development for teachers before and throughout the school-year, and ($2,813.00) for the system-wide professional development coordinator.
Line Item Number:	204 - Pensions	
Strategic Plan:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$4,488.00	
Line Item Total:	$4,488.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Life insurance ($45.00) for the system-wide professional development coordinator.

Line Item Number:	206 - Life Insurance	
Strategic Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$45.00	
Line Item Total:	$45.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Medical Insurance ($3,960.00) for the system-wide professional development coordinator.
Line Item Number:	207 - Medical Insurance	
Strategic Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$3,960.00	
Line Item Total:	$3,960.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Dental Insurance ($158.00) for the system-wide professional development coordinator.
Line Item Number:	208 - Dental Insurance	
Strategic		

Plan:	Educators	
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$158.00	
Line Item Total:	$158.00	
Account Number:	72210 - Support Services/Regular Instruction Program	Medicare for Learning Leaders ($44.00) and for teachers ($232.00) providing staff development for teachers before and throughout the school-year, and (599.00) for the system-wide professional development coordinator.
Line Item Number:	212 - Employer Medicare	
Strategic Plan:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$875.00	
Line Item Total:	$875.00	
Account Number:	72210 - Support Services/Regular Instruction Program	($2,000.00) in Other supplies and materials (Could include copy paper, ink cartridges, and miscellaneous office supplies) for Learning Leaders and teachers providing staff development for our teachers.
Line Item Number:	499 - Other Supplies and Materials	
Strategic Plan:	Educators	
Admin Costs:		
Optional		

Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$2,000.00
Line Item Total:	$2,000.00

Account Number:	72210 - Support Services/Regular Instruction Program
Line Item Number:	524 - In-Service / Staff Development
Strategic Plan:	
Admin Costs:	
Optional Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$11,018.96
Line Item Total:	$11,018.96

($11,018.96) for In-service/staff development travel, for Learning Leaders, School Faculty and Administration. Activities include core curriculum pd, unpacking the standards, working with district and school-level PLC's, RTI II and other pd associated with student growth and helping teachers learn the best practices for assisting low-performing students.

Total for 72210 - Support Services/Regular Instruction Program:	$86,589.96
Total for all other Account Numbers:	$954.20
Total for all Account Numbers:	$87,544.16
Adjusted Allocation:	$87,544.16
Remaining:	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

99100 - Transfers Out - $954.20 ▼

Budget Detail		Narrative Description
Account Number:	99100 - Transfers Out	Indirect Cost $954.20.
Line Item Number:	504 - Indirect Cost	
Strategic Plan:		
Admin Costs:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$954.20	
Line Item Total:	$954.20	

Total for 99100 - Transfers Out:	$954.20
Total for all other Account Numbers:	$86,589.96
Total for all Account Numbers:	$87,544.16
Adjusted Allocation:	$87,544.16
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

Indirect Cost	
Total Contributing to Indirect Cost	$86,589.96
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$3,889.92

Filter by Location: All - $87,544.16

Account Number Line Item Number	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
189 - Other Salaries & Wages	57,306.00		57,306.00
196 - In-Service Training	3,000.00		3,000.00
201 - Social Security	3,739.00		3,739.00
204 - Pensions	4,488.00		4,488.00
206 - Life Insurance	45.00		45.00
207 - Medical Insurance	3,960.00		3,960.00
208 - Dental Insurance	158.00		158.00
212 - Employer Medicare	875.00		875.00
499 - Other Supplies and Materials	2,000.00		2,000.00
504 - Indirect Cost		954.20	954.20
524 - In-Service / Staff Development	11,018.96		11,018.96
Total	86,589.96	954.20	87,544.16
		Adjusted Allocation	87,544.16
		Remaining	0.00

Program Details

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

ESSA § 8101(42) defines professional development, as activities that are are sustained (not stand-alone, 1-day, or short term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused.

Program Administration: The reasonable and necessary costs to manage Title II-A in a compliant and effective manner.

☑ **The district is utilizing consolidated administration to administer Title II-A.** Information regarding the administration of the grant can be found in the Consolidated Administration section of the consolidated funding application.

☐ **The district is not utilizing consolidated administration to administer Title II-A.** Provide a summary of how the Title II-A program will be administered, the staff responsible for the grant administration, the FTE(s) to be supported by Title II-A funds, and all other funding sources that will contribute to Title II-A administrative staff salaries/benefits.

Use of Funds for PreK: For purposes of federal funding, "elementary schools" are schools serving any combination of pre-kindergarten through grade six (PreK-6) (TCA §49-6-301(a)). Indicate below whether funds from this grant will be directed to PreK students and/or instructional staff (i.e., teachers, coaches, paraprofessionals).

☐ Does the LEA utilize grant funds from this program for PreK?

* How many instructional staff (i.e., teachers, coaches, paraprofessionals) are served with grant funds from this program?

Program Description

Identify the activities to be supported with Title II A funding.	Number of Staff Impacted (Headcount)				Provide a concise summary of the activities to be supported.
	Teachers	Principals	Paraprofessionals	Other School Leaders	
☑ High-quality, personalized, evidence-based professional learning for teachers, paraprofessionals, instructional leadership teams, principals, or other school leaders that is focused on improving teaching and student learning.	250	5		8	Staff development provided by Learning Leaders focusing on student test scores and checkpoints in an attempt to raise ELA and Math scores through on-going and intensive training. Data used to determine which students will receive additional help through tutoring services, small group work, and summer school offerings.
☑ Effective Teaching of English Language Learners	50				Our lead ESL teacher will provide professional development across the district to teachers working with EL students. The instructor will provide peer interaction and model effective classroom lessons for our teachers.

☑	Effective Teaching of Children with Disabilities	26	5	30	8	Staff development in how to reach our struggling sped students with additional time, tutoring, and classroom strategies. Sped teachers will model lessons and provide questions to assist teachers as they work to elevate sped students success rate.
☐	Increased Knowledge/Ability to Teach Early Childhood					
☐	Effective Instruction of Science, Technology, Engineering, and Math (STEM)					
☐	Implementation of Formative Assessments					
☑	Supporting Students Affected by Trauma and/or Mental Illness	150	5		8	Our district has focused on student mental health and added counselors and mental health counselors to provide stability and focus for our struggling students. Training for teachers is throughout the year and students are referred as needed to receive these valuable services.Teachers focus on the verbal and visual cues provided by students, referrals from parents and other staff members.
☐	Identification and Support of Gifted Students					
☐	Instructional Services Provided by Libraries					
☐	Career Readiness Education					
☐	Recruitment, Placement, and Retention of Effective Educators					
☐	Class-size reduction teachers					
☐	Teacher testing for hard-to-staff areas					

If you indicated "Teacher Testing for Hard-to-Staff Areas" in the table above, please check which areas:

- ☐ Special education (specify above)
- ☐ ESL (specify above)
- ☐ Advanced science (specify above)

- [ ] Advanced math (specify above)
- [ ] Foreign language (specify above)
- [ ] Other (specify above)

Describe how the activities to be supported with Title II-A funds, as indicated above, are in support of one or more of the strategies in the district plan.

ECS will focus meeting and exceeding the previous years rate of proficiency for each grade band by 3%. Student growth will meet or exceed Level 3 as measured in TVAAS. Teachers will receive training from district leaders and Learning Leaders in assessing TCAP, AIMSWeb, and Benchmark data to help them identify and focus on students that are at-risk or are performing below the proficiency rate on grade level TCAP. Teachers will be able to assess students that would benefit from High dosage, Low ration tutoring in grades 1-8.Teachers will receive high-quality professional development for selected HQIM from textbook companies. An implementation plan will be developed for each grade band to ensure HQIM are implemented in each classroom. Instructional Leads will conduct Math Walks to ensure HQIM are being implemented with fidelity. Teachers and administrators will focus on providing High-Quality staff development on the use of new Math books.

Data trends, test results, and needs assessments guide our professional development. An analysis of our data determines our areas of need, which then guides our focus for the year with our professional development. School data, (achievement, growth, accountability, chronic absenteeism, Cyclone Checkpoints, AIMSweb) are reviewed with principals and Learning Leaders. Trends identified from this data are then used to develop professional development opportunities to support high-quality, research-based instruction in those areas. Professional Development is provided in large group settings, small groups, and job-embedded through the use of our Learning Leaders. Cyclone Checkpoints and AIMSweb data are used to gauge the impact on student academic achievement. TVAAS data are utilized to identify educators in our district who are in need of additional support. Additional support is provided to identified teachers by pairing them with a building Learning Leader who will provide modeling and coaching.

Describe how the LEA meets the requirements of ESEA §2102(b)(3) to meaningfully consult with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise on how to best improve the LEA's activities to meet the purposes of Title II, Part A. NOTE: This consultation my occur as part of the InformTN LEA planning process.

District leaders, teachers, and parents are working together to ensure all ECS students' academic success. Our elementary schools continue to utilize the School-Parent Compact to outline the shared responsibility of parents, students, and staff for improved student academic achievement. We utilize surveys of parents and community stakeholders (including underserved student groups) to help drive decisions on how the district allocates federal ESSER funding. Parents are encouraged to communicate concerns to school administrators and have opportunities to speak at school board meetings. Parents, administrators, teachers, and community stakeholders participate in writing or updating school improvement plans by meeting in person and/or virtually.

Intentional planning of equitable, inclusive, accessible, and culturally competent family engagement is a priority for our district as we meet the social, cultural, and linguistic norms and needs of families and students. Activities specifically designed to engage our families include: 1) themed family engagement events designed to intrigue attendance and encourage family bonding; 2) hosting events during the day and evenings to accommodate various schedules; 3) utilizing our EL teachers to assist our schools and families in communications and translating written information into EL families' native language. ECS offers no-cost reading activities to families that support all students at home. We partnered with Governor's Early Literacy and TDOE on several activities that have supported early reading partnerships with our families. Examples include Ready Rosie, Reading 360, and our Betsy Book Bus which travels to low-income housing areas during the summer. Our "PEP" videos provide a means of connecting with parents that may be hesitant to come into the schools due to various cultural experiences. It is our intention that families may be more comfortable coming in person after viewing our resourceful presentations. ECS also hosts a Back to School Bash each year for families to attend and receive free backpacks with schools supplies. Various community organizations that provide health and educational resources also participate at this annual event as part of a Family Resource Fair.

During the 2021-2022 and 2022-2023 School Years, our district had a focus on Early Literacy and benchmark data. During the summer of 2021, all of our elementary teachers and administrators attended the two-week state Early Literacy Science of Reading trainings. We have participated in Early Literacy

Communities of Practice and in-person convenings through the Early Literacy Network. We are also partnering with SchoolKit as our outside vendor to provide teacher training and leadership training and coaching. This partnerhips has help us to sustain our on going progress with preparing our teachers in Early Literacy and with the implementation of the Tennessee Foundational Skills Supplement. We were able to utilize ESSER funds to employ a teacher as our district Implementation coach. This Implementation Coach is supporting our school-level Instructional Coaches and Administrators with providing professional development to our teachers through large group, small group, and job-embedded sessions. We updated our benchmarking tool to MasteryConnect and have focused on providing our teachers with professional development on this new tool and how to utilize the data that we receive from our benchmarking assessments. Our Learning Leaders help to support this work through providing large groups, small groups, and job-embedded professional development on this new tool and how to develop action plans after analyzing the data.

Our district employs a special education coach. This special education coach works with our general education teachers to support the inclusion of students with disabilities in the TIER I instruction. Our special education coach provides large group, small group, and individual job-embedded professional development to all teachers in the support of meeting the needs of our students with disabilities. The SPED Coach assists with analyzing our benchmark data with a focus on SWD. This supports our SWD throughout the school year in TIER I instruction and intervention to ensure we are providing instruction our students need.

Our district has a 3-day new teacher induction program. This training is designed to make the transition as smooth as possible for these professionals. Pertinent board policies and school system procedures are discussed, along with many logistical and instructional topics. Each new teacher is assigned a mentor teacher and administrator. Some schools provide multiple mentor teachers for each new staff member. Our teacher leaders (Learning Leaders) work with these individuals throughout the year, as needed. Administrators may ask a Learning Leader to work with a new teacher on a specific area, or the new teacher may request assistance directly from the teacher leader. Administrators will use the TEAM evaluation process to encourage growth in areas of refinement and/or reinforcement. Each school's Learning Leader coordinates the school's PLC meetings. This Learning Leader works with individual and small groups of teachers on specific topics, as needed. Our Learning Leaders work hand-in-hand with our principals and supervisor of instruction to provide targeted training to improve instructional practices.

Our district takes pride in creating and promoting an environment where student achievement is valued and rewarded. High-performing teachers have opportunities to help shape the culture in their buildings. Some of these teachers are members of the school leadership team, while some may serve as Learning Leaders.

Elizabethton is also a member of the Comprehension Educational Resource consortium for the First Region. Several of our regional districts plan together to provide a regional professional development day. The sessions at this professional development convening are led by highly effective teachers throughout the region. Teachers are able to learn from highly effective teachers in their grade level and content-specific

Resources

Click here to open the Consolidated Funding Application Guide.

Click here to open the Title II, Part A Overview & Allowable Use of Funds Guidance Document

Title II-A Personnel Details - School-based and Systemwide

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

Personnel and Location Staff Paid with Title II-A Funds

Place all staff in one of three areas: school-based (one site), systemwide instruction (serves multiple school sites), or systemwide administration (central office).

School-Based Staff Instruction & Support - (Assigned or scheduled to one or more school sites)

	Headcount	FTE
Class Size Reduction Teachers		
Coaches / Consulting Teachers		
Other (specify)		
Total	0.00	0.00

Systemwide Instruction & Support - (Work as needed at multiple school sites, reports to central office)

	Headcount	FTE
Coaches / Consulting Teachers		
Instructional Facilitators		
Other (specify) Learning Leaders	12.00	1.56
Other (specify) Professional Development Coordinator	1.00	0.50
Total	13.00	2.06

Systemwide Personnel - (Usually personnel working in the central office)

	Headcount	FTE
Administration		
Program / Project Director		
Other (specify)		

Total	0.00	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

N/A

Preschool Personnel Funded with Title II, Part A

School Name	LEA ID - School Number	FUNDING (School Allocations / District Set-Aside)	Teachers		Paraprofessionals		Instructional Facilitators		Clerical		School Counselors		Parent and Family Engagement		Other - Specify	
			Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
East Side Elementary	101-0010	Select...														
Elizabethton High School	101-0015	Select...														
Harold McCormick Elementary	101-0020	Select...														
T A Dugger Junior High School	101-0025	Select...														
West Side Elementary	101-0030	Select...														
Total																

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

If your district is not using funds for class size reduction select N/A.

N/A

School Name	Grade CSR Teacher Will Serve	Projected Grade Enrollment	Actual Grade Enrollment	State/Local Funded Teachers	Title II CSR Teachers	Projected State and Local Teacher to Student Ratio	Actual State and Local Teacher to Student Ratio	Grade Span CSR Teacher Will Serve	Grade Span Projected Enrollment	Grade Span State/Local Funded Teachers	Grade Span Title II CSR Teachers	Grade Span Projected State and Local Teacher to Student Ratio
▼	Select... ▼		NaN			NaN	NaN	Select... ▼				NaN

*** 1. Describe the district's use of funds for Class Size Reduction (CSR), the evidence upon which the district is relying for its use, and how CSR is in support of one or more of the strategies in the district plan.**

*** 2. What level of evidence does the district's use of CSR meet?**

- STRONG EVIDENCE from at least one well-designed and well-implemented experimental study.
- MODERATE EVIDENCE from at least one well-designed and well-implemented quasi-experimental study.
- PROMISING EVIDENCE from at least one well-designed and well-implemented correlational study.
- DEMONSTRATES A RATIONALE for using the intervention (the study suggests that the intervention is likely to improve a relevant outcome.)

*** 3. Was there a favorable effect on the use of CSR?**

- Yes
- No

*** 4. Was the use of CSR implemented in a setting similar to your district (e.g., rural, urban, grade span, etc.)?**

- Very Much
- Somewhat
- A little
- Not at all

*** 5. Was the use of CSR implemented with populations similar to your district (e.g., English language learners, low socioeconomic status, specific ethnicity)?**

- Very Much
- Somewhat
- A little
- Not at all

Using ESEA Funds for Class-Size Reduction

LEAs utilizing ESEA funds for class size reduction teachers must also submit documentation that the teacher(s) hired are highly-effective by Oct. 1 each year. More information can be found here.

Resources

Click here to open the Consolidated Funding Application Guide.

Related Documents

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

Optional Documents		
Type	**Document Template**	**Document/Link**
(CFA) Additional Supporting Documents	N/A	

Program Assurances

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable to the assurances outlined below.**
The LEA has engaged in timely and meaningful consultation as required by ESEA 8501(c) and maintains all required documentation to support such consultation.
Ensure that all supported activities are approved and provided in a timely fashion and in accordance with agreements made as a result of meaningful consultation with non-public/private school representatives.
Obligate all non-public/private school funds during the fiscal year in which allocated and in support of activities agreed upon as a result of required consultation.
Engage in ongoing consultation with participating non-public/private school representatives as necessary to ensure continued communication, monitor agreed-upon activities, and to determine the effectiveness of provided activities.
Prioritize funds to schools within the LEA that are identified as priority and focus schools and have the highest percentage of low income children. (2103(b)(2)(C))
Use data and ongoing consultation with stakeholders to continually update and improve activities supported with Title II A funds. (2103(b)(2)(D))
Comply with section 8501, regarding participation of private school children and teachers. (2103(b)(2)(E))
Coordinate professional development activities supported with Title II A funds with professional development activities provided through other federal, state, and local programs.
Ensure that funds received shall be used to supplement, and not supplant, non-federal funds that would otherwise be used for activities authorized under this grant.

Program Details

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

*** ESEA Title III Budget Options**

- ○ LEA generates $10,000 or more and will function as a Stand-Alone system. (LEA will enter a Title III budget in ePlan.)
- ○ LEA will act as the Fiscal Agent for other LEAs. (Fiscal Agent will enter a Title III budget that includes consortia members in ePlan.)
- ○ LEA does NOT generate at least $10,000 and will join a consortium to utilize Title III funds. (Consortium members will enter a budget on the Consortia Budget Review page in ePlan.)
- ◉ LEA is releasing ALL generated Title III funds. (LEA will not complete a Title III budget)
- ○ LEA does not receive ANY Title III funds. (LEA will not complete a Title III budget.)

District-wide ESL Program Staffing: State Board Rule 0520-01-19-05 requires that the district-wide ESL program staffing ratio shall be based on an average of no more than thirty-five (35) identified EL students per full-time equivalent ESL teacher unless an alternate staffing ratio is approved by the Department. (1:35) TDOE calculates this ratio based on staff and student counts from October of each year.

	Headcount	FTE
Number of state/locally-funded, certified ESL teachers providing services to ELs in October 2022 (FTE)	* 2.00	* 1.50
2022-23 October 1 EL count (L, W, 1 and 2)		15
Ratio of state/locally-funded ESL teachers to EL students as of October 1, 2022 is 1:35		10
Additional Details		

If the district-wide ESL program staffing ratio as of October 1, 2022 exceeds 1:35, provide a detailed description of the steps the LEA will take (including a timeline) to reach the required 1:35 ratio by September 15, 2023.

NA

FTE Certified ESL Teachers - (To Be Completed after Nov. 1, 2023)

Input number of FTE certified ESL teachers providing services as of Nov. 1, 2023.

1.5

English Learner Identification and Enrollment

* Does the district administer the Home Language Survey (HLS) to each newly enrolled student?

Yes ▼

☑ * Assurance: The district has a written document (process or policy) describing the process to identify English Learners, including Home Language Surveys, screening, and following State Board mandated requirements.

Providing Equitable Access to Programs and Services for EL/Non-EL Students

* In your district are there currently any Office of Civil Rights or Department of Justice investigations? If so, please give a brief explanation.

No

Language Instruction Educational Programs

In the table below, place a check next to each type of language instruction educational programs (LIEPs) in the schools within your LEA. Indicate N/A in the Comments section if there are no English Learners in a school.

School Name	LEA ID - School Number	Types of programs described in the local plan (as submitted to the State or as implemented) that is closest to the descriptions in the National Clearinghouse for English Language Acquisition Glossary of Terms (link to website above).						
		Heritage language Spanish	Sheltered English Instruction	Structured English Immersion	Specially designed academic instruction delivered in English (SDAIE)	Content-based ESL	Pull-out ESL	Comments
East Side Elementary	101-0010	☐	☐	☐	☑	☑	☐	
Elizabethton High School	101-0015	☐	☐	☑	☑	☑	☐	
Harold McCormick Elementary	101-0020	☐	☐	☐	☑	☑	☐	
T A Dugger Junior High School	101-0025	☐	☐	☑	☑	☑	☑	
West Side Elementary	101-0030	☐	☐	☐	☑	☑	☐	
▼		☐	☐	☐	☐	☐	☐	

1.50 How many ESL teachers serve more than one school in the LEA?

1.50 How many ESL teachers serve more than two schools in the LEA?

Are any teachers asked to work during lunch or planning period to provide services within the district to ELs?

They are not.

Are students transported to another school for ESL services? If yes, what is the district's justification for that practice?

They are not

Resources

Click here to open the Consolidated Funding Application Guide.

Consortia Budget Review

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

N/A - LEA is not joining a consortium

Consortium Member Budget

71100: Regular Instructional Education	Amount	Narrative Description
Select...	$	
Sub-Total: 71100 Subtotal Regular Instructional Education	$	
72130: Support Services / Other Student Support	**Amount**	**Narrative Description**
Select...	$	
Sub-Total: 72130 Support Services / Other Student Support	$	
72210: Regular Instructional Program Support Services	**Amount**	**Narrative Description**
Select...	$	
Sub-Total: 72210 Regular Instructional Program Support Services	$	
72710: Support Services / Transportation	**Amount**	**Narrative Description**
Select...	$	
Sub-Total: 72710 Support Services / Transportation	$	
Grand Total	$ 0	
Allocation	$ 1,391.27	
Remaining	$ 1391.27	

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

*** The Local Education Agency (LEA) hereby assures the State Education Agency (SEA) that:**

1.	The home language survey is administered one time at initial enrollment. This survey is kept in the student's cumulative folder and will be forwarded to the receiving school when/if the student leaves the school in which s/he initially enrolled.
2.	Students for whom any HLS questions are answered as a language other than English are further interviewed to determine if the screener should be administered.
3.	All students who could potentially be identified as EL are screened with the correct WIDA screening tool.
4.	EL parents of non-English language background students and EL students are identified and served through translation or interpretation as needed.
5.	Students who are identified as EL will receive at least the minimum services outlined in TN State Board of Education Rule 0520-01-19 whether or not the district is receiving Title III funds.
6.	All teachers of EL students are providing accommodations and language supports as required to make both academic and ESL standards accessible.
7.	For EL students whose parents/guardians have waived ESL services through the alternative language program, the ESL services are provided through the classroom teachers who must be trained on ESL standards.
8.	Students are not retained in grade-level classes if English language acquisition is a factor in the decision for retention.
9.	All students are receiving culturally appropriate and culturally sensitive instruction in all classes.
10.	EL students are eligible for all school and extra-curricular programs. If their rate of participation is not comparable to that of non-EL students, the LEA is taking an active role in achieving equity through a well-designed written plan.
11.	All ELs are age appropriate for the grade level in which they are placed.
12.	All students are provided accommodations as needed to access TNReady and other assessments.
13.	Each EL student with a disability has an ESL professional on his/her IEP team if the student has an IEP.
14.	All English learners are assessed annually in English Language Proficiency until exit from services. (1111(b)(7)).
15.	All English learners are assessed annually in 3-8, and at least once in high school, for English Language Arts and Math. (1111(b)(3)(C)).
16.	All English learners who are entitled to other services receive them. (20 U.S.C. §§ 1400-1419; 34 C.F.R. pt. 300) (29 U.S.C. § 794 and 34 C.F.R. pt. 104).

Resources

Click here to open the Consolidated Funding Application Guide.

Program Details - Title III

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

Complete pages in the Title III Section of the Consolidated Application ONLY if you are a Title III District (Stand-Alone, Consortia Member, or Fiscal Agent).

1. Program Administration: The reasonable and necessary costs to manage Title III in a compliant and effective manner.

☐ **The LEA is utilizing consolidated administration to administer Title III.** Information regarding the administration of the grant can be found in the Consolidated Administration section of the consolidated funding application.

☐ **The LEA is not utilizing consolidated administration to administer Title III.** Provide a summary of how the Title III program will be administered, the staff responsible for the grant administration, the FTE(s) to be supported by Title III funds, and all other funding sources that will contribute to Title III administrative staff salaries/benefits.

NOTE: Only active ELs (Ls and Ws) and Immigrant students may be served under Title III. Students who have exited ESL services (T1, T2, T3, and T4) may not be served with Title III funds. T1-T4 students may only continue to be served under Title III if they are also Immigrant. (ESSA, Title III, Part A § 3114(d))

2. Describe the planned use of Title III funds and how it is supplemental to the programs, services, and supports that EL students must receive and/or are eligible to receive from other state and federal sources.

3. Describe how the district will measure the impact that Title III activities had on English language development.

4. Describe how the LEA will provide and implement effective activities and strategies that enhance or supplement language instruction educational programs for English learners, which shall include parent, family, and community engagement activities as required under ESEA § 3115(c)(3).

Activities serving ELs in Title III funded LEAs during 2022-23. Check all that apply.

Note that items d. (professional development) and e. (parent and family engagement) are required under ESEA Title III § 3115 and should be reflected in the Title III application.

☐ a. Supporting the development and implementation of language instruction educational programs (LIEPs)

☐ b. Enhancing existing LIEPs and programs for restructuring and reforming schools with ELs

☐ c. Supporting implementation of school-wide programs

☐ d. Professional development to teachers and other personnel serving ELs (required under ESEA §3115(c)(2))

☐ e. Parent and community engagement activities (required under ESEA § 3115(c)(3)(A))

☐ f. Supporting the development and implementation of pre-school programs for ELs

☐ g. Improving LIEPs by upgrading curricula, instructional materials, software and assessment procedures

☐ h. Improving instruction of ELs with disabilities

☐ i. Providing tutorials, career and technical education

☐ j. Offering programs to help ELs achieve success in post-secondary education

- [ ] k. Other

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

Personnel and Location of Staff Paid with Title III Funds (not state and local funds)

Place all staff in one of three areas: school-based (one site), systemwide instruction (serves multiple school sites), or systemwide administration (central office). **Personnel details must align to budget details.**

School-Based Staff Instruction & Support - (Assigned or scheduled to one or more school sites)

	Headcount	FTE
Teachers		
Instructional Paraprofessionals		
Instructional Facilitators		
Coaches		
Guidance Counselors		
Parent Involvement		
Other (specify)		
Total	0.00	0.00

Systemwide Instruction & Support - (Work as needed at multiple school sites, reports to central office)

	Headcount	FTE
Coaches / Consulting Teachers		
Instructional Paraprofessionals		
Non-Instructional Paraprofessionals		
Instructional Facilitators		
Parent Involvement		
Translators/Interpreters		
Other (specify)		

Total	0.00	0.00

Systemwide Administration - (Usually personnel working in the central office)

	Headcount	FTE
Administration		
Program / Project Director		
Other (specify)		
Total	0.00	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

Related Documents

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

Optional Documents		
Type	**Document Template**	**Document/Link**
(CFA EL) Title III consortium Memorandum of Understanding (Title III fiscal agent only) [Upload up to 1 document(s)]	N/A	
(CFA) Additional Supporting Documents	N/A	

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - English Learner Requirements

*** The Local Education Agency (LEA) hereby assures the State Education Agency (SEA) that the LEA will:**

1.	Comply with section 1112(e)(3)(A)&(B) prior to, and throughout, each school year as of the date of application. (3116(b)(4)(A))
	a. Inform parents of English learners who are identified for participation in language instruction programs during the school year within 30 calendar days of their identification.
2.	Not be in violation of any state law, including state constitutional law, regarding the education of English learners, consistent with sections 3125 and 3126. (3116(b)(4)(B))
3.	Consult with teachers, researchers, school administrators, parents and family members, community members, public or private entities, and institutions of higher education, in developing and implementing Title III. (3116(b)(4)(C))
4.	Coordinate activities, if applicable, and share relevant data with local Head Start and Early Head Start agencies, including migrant seasonal Head Start agencies, and other early childhood education providers. (3116(b)(4)(D))
5.	Ensure that all teachers in any language instruction educational program for English learners that is, or will be, funded by Title III are fluent in English and any other language used for instruction, including having written and oral communication skills. (3116(c))
6.	Submit a report to the state upon request in a form prescribed by the state on the activities conducted and children served by Title III. (3121(a))
7.	Implement an effective means of outreach to parents of English learners to inform them of how they can be involved in the education of their children, be active participants in assisting their child in attaining English proficiency, achieving at high levels within a well-rounded education, and meeting the challenging state academic standards expected of all students. (1112(e)(3)(C))
8.	Provide notice and information to parents in an understandable and uniform format, to the extent practicable, in a language that the parents can understand. (1112(e)(4))
9.	Conduct a self-assessment of the English Learner program on an annual basis, use the information to make programmatic changes or improvements, and use results to inform district goals around ESL programming (20 U.S.C. §1701-1720).
10.	Use funds to provide effective professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals and other school leaders, administrators, and other school or community-based organizational personnel. (3115(c)(2)
11.	Use funds to provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for English learners which-shall include parent, family, and community engagement activities. (ESEA § 3115(c)(3))
12.	Comply with all requirements mandated by Tennessee State Board of Education ESL Rule 0520-01-19.
13.	Review all expenditures from the previous year's Consolidated Funding Application (CFA) and review the effectiveness level of each expenditure.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title III

Indirect Cost	
Total Contributing to Indirect Cost	$0.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$0.00

Account Number		Total
71100 - Regular Instruction Program		$0.00
72120 - Health Services		$0.00
72130 - Other Student Support		$0.00
72210 - Support Services/Regular Instruction Program		$0.00
72610 - Operation of Plant		$0.00
72710 - Transportation		$0.00
73100 - Food Service		$0.00
99100 - Transfers Out		$0.00
	Total	$0.00
	Adjusted Allocation	$1,391.27
	Remaining	$1,391.27

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Title III

Indirect Cost	
Total Contributing to Indirect Cost	$0.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$0.00

Filter by Location: All - $0.00

Line Item Number	Account Number	Total
Total		0.00
	Adjusted Allocation	1,391.27
	Remaining	1,391.27

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

Key	
	This school has responded that they will participate in the program.
NOT PART	This school has responded that they will NOT participate in the program.
NO REPLY	This school has not replied to multiple documented requests from the district as to whether they will participate.
PROFIT	This school is ineligible for the program because it is a for profit organization.
CAT I-SP	This school is ineligible because it is a Category I Special Purpose School.
NO GRANT	The LEA does not participate in this grant.
NIPK	(For IDEA Preschool ONLY) - this school does not serve preschool students.

School ID - Name	Grade Level	Title I Participation	Low Income Non-Public Students from the District Title I Attendance Areas	Title I-C Participation	Migratory Students Enrolled at the Non-public School	Title II-A Participation	Non-public Total Enrollment	Title III-A Participation	English Learners Enrolled at the Non-public School	Title IV-A Participation	Non-public Total Enrollment	21st Century Participation	Non-public Total Enrollment	IDEA Participation	IDEA Preschool Participation
101-9010 - East Tennessee Christian Home	6,7,8,9,10,11,12	NOT PART	0.00	NOT PART	0.00	NOT PART	0	NOT PART	0.00	NOT PART	0.00	NOT PART	0.00	NOT PART	NOT PART
101-9700 - Elizabethton Academy	7,8,9,10,11,12	PROFIT	0.00	PROFIT	0.00	PROFIT	0	PROFIT	0.00	PROFIT	0.00	PROFIT	0.00	PROFIT	PROFIT
Totals:			**0.00**		**0.00**		**0**		**0.00**		**0.00**		**0.00**		

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Equitable Services Program Details- Title I, Part A

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

N/A (The LEA is utilizing School Wide Pool and will complete this information in the School-Wide Pool Section -OR- The LEA certifies that no eligible non-public schools are in the district, and no known low-income students from their Title I attendance areas are enrolled in eligible non-public schools.)

Title I, Part A

Formula to Determine Amount for Title I, Part A Equitable Expenditures

A. Title I Allocation (Original + Reallocation + "Original" Transfers In)	$ 661,085.49
B. K-12 Non-Public Low-Income Enrollment (from Served Schools)	0.00
C. K-12 Total Low-Income Enrollment (from Served Schools)	548.00
D. Total Non-Public Share (A x B/C)	$ 0.00
E. Non-Public Family Engagement ([D X 1%] if Title I allocation > $500,000)	$ 0.00
F. Non-Public Administration	$
G. FY24 Non-Public Instructional Funds (D-(E+F)	$ 0
H. FY23 Non-Public carryover amount	$
I. Total Amount of Non-Public Instructional Funds (FY23 Carryover and FY24)	$ 0

Narrative Questions

Describe the consultation process between the LEA and the non-public/private school(s). Include (1) important dates, (2) modes of communication, and (3) the information provided to non-public/private school representatives. (Upload affirmation of consultation(s) in Related Documents.)

Identify the types of services to be provided to support the academic achievement of participating non-public/private school students.

- ☐ Reading intervention
- ☐ Math intervention
- ☐ Professional development
- ☐ Equipment
- ☐ Educational software
- ☐ Educational materials and supplies

Contracted educational services

Will the LEA be entering into an inter-district agreement/MOU with another LEA to provide services for any eligible students?

Yes

No

If yes, identify the LEA(s) that will be providing services to participating students on behalf of the LEA.

Describe the LEA's process for evaluating the effectiveness of the services provided to non-public/private school students.

Describe the family engagement activities to be provided for families of non-public/private school students.

Resources

Click here to open the Consolidated Funding Application Guide.

Equitable Services Program Details- Title I, Part C

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

N/A (The LEA is utilizing School Wide Pool and will complete this information in the School-Wide Pool Section -OR- The LEA certifies that no eligible non-public schools are in the district, and no known low-income students from their Title I attendance areas are enrolled in eligible non-public schools.)

Title I, Part C

Formula to Determine Amount for Title I, Part C Equitable Expenditures

A. Number of Students	
A1. LEA Migratory Children and Youth Count	
A2. Participating K-12 Non-Public School Migratory (Spring Non-Public Survey responses)	0
A3: Total Migratory Children and Youth (A1 + A2)	0
B. Title I, Part C	
B1: LEA Allocation	$ 0.00
B2: Administration Costs (for public and non-public school programs)	$
B3: LEA Allocation Minus Admin Costs (B1 - B2)	$ 0
C. Per Pupil Rate	
C1: B3 divided by A3	$ NaN
D. Equitable Services	
D1: Amount LEA Must Reserve for Equitable Services for Participating Non-Public Schools = (A2 x C1)	$ NaN
E. FY23 Non-Public Carryover Amount	$
F. Total Amount of Non-Public Instructional Funds (FY23 Carryover and FY24) = (D1 + E)	$ NaN

Narrative Questions

Describe the consultation process between the LEA and the non-public/private school(s). Include (1) important dates, (2) modes of communication, and (3) the information provided to non-public/private school representatives. (Upload affirmation of consultation(s) in Related Documents.)

Describe the process for identifying migratory children and youth at the non-public school(s) that receive(s) Title I, Part C services.

Describe the process the LEA uses to complete the Individual Needs Assessment (INA) at the non-public school(s) that receive(s) Title I, Part C services.

Explain how the LEA assesses the Migrant Education Program annually at each non-public school that receives Title I, Part C services.

Briefly explain what services the LEA provides to eligible migratory children and youth at each non-public school receiving Title I, Part C services (including, but not limited to, professional development, materials, tutoring, and equipment).

Resources

Click here to open the Consolidated Funding Application Guide.

Equitable Services Program Details - Title II, Part A

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

N/A (The LEA is utilizing School Wide Pool and will complete this information in the School-Wide Pool Section -OR- The LEA certifies that no eligible non-public schools are in the district, and no known low-income students from their Title I attendance areas are enrolled in eligible non-public schools.)

Title II, Part A

Formula to Determine Amount for Title II, Part A Equitable Expenditures

A. Number of Students	
A1: District Enrollment (from the School Eligibility Page)	2,607
A2: Participating K-12 Private School Enrollment (Spring Private School Survey responses)	0
A3: Total Enrollment (A1 + A2)	2607
B. Title II, Part A	
B1: District Allocation	$ 87,544.16
B2: Administration Costs (for public and private school programs)	$
B3: LEA Allocation Minus Admin Costs (B1 - B2)	$ 87544.16
C. Per Pupil Rate	
C1: B3 divided by A3	$ 33.58042194092
D. Equitable Services	
D1: Amount district must reserve for equitable services for participating private schools = (A2 x C1)	$ 0
E. FY23 Non-Public Carryover Amount	$
F. Total Amount of Non-Public Instructional Funds = (line D1 + E)	$ 0

Non-Public Equitable Service

Describe the consultation process between the LEA and the non-public/private school(s). Include (1) important dates, (2) modes of communication, and (3) the information provided to non-public/private school representatives. (Upload affirmation of consultation(s) in Related Documents.)

Describe the professional development activities to be provided to participating non-public school teachers, principals, and other school leaders.

Resources

Click here to open the Consolidated Funding Application Guide.

Equitable Services Program Details - Title III

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

N/A - The LEA certifies that no participating non-public schools are in the district.

Title III

Formula to Determine Amount for Title III Equitable Expenditures

A. Number of Students	
A1: District English Learners	
A2: Participating K-12 Private School English Learners (Spring Private School Survey responses)	0
A3: Total English Learners (A1 + A2)	0
B. Title III	
B1: District Allocation	$ 1,391.27
B2: Administration Costs (for public and private school programs)	$
B3: LEA Allocation Minus Admin Costs (B1 - B2)	$ 1391.27
C. Per Pupil Rate	
C1: B3 divided by A3	$ Infinity
D. Equitable Services	
D1: Amount District must reserve for equitable services for participating private schools = (A2 x C1)	$ NaN
E. FY23 Non-Public Carryover Amount	$
F. Total Amount of Non-Public Instructional Funds (FY23 Carryover and FY24) = (Line D1 + E)	$ NaN

Narrative Questions

Describe the consultation process between the LEA and the non-public/private school(s). Include (1) important dates, (2) modes of communication, and (3) the information provided to non-public/private school representatives. (Upload affirmation of consultation(s) in Related Documents.)

Describe the process for identifying English Learners at the non-public school(s) that receive(s) Title III services.

Briefly explain how Title III services are provided at each non-public school receiving Title III services (including professional development, materials, tutoring, and equipment).

Explain how the English as a Second Language program is assessed annually at each non-public school that receives Title III services.

Resources

Click here to open the Consolidated Funding Application Guide.

Equitable Services Program Details - Title IV

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

N/A (The LEA is utilizing School Wide Pool and will complete this information in the School-Wide Pool Section -OR- The LEA certifies that no eligible non-public schools are in the district, and no known low-income students from their Title I attendance areas are enrolled in eligible non-public schools.)

Title IV, Part A

Formula to Determine Amount for Title IV, Part A Equitable Expenditures

A. Number of Students	
A1: District Enrollment (from the School Eligibility Page)	2,607
A2: Participating K-12 Private School Enrollment (Spring Private School Survey responses)	0
A3: Total Enrollment (A1 + A2)	2607
B. Title IV, Part A	
B1: District Allocation	$ 0.00
B2: Administration Costs (for public and private school programs)	$
B3: LEA Allocation Minus Admin Costs (B1 - B2)	$ 0
C. Per Pupil Rate	
C1: B3 divided by A3	$ 0
D. Equitable Services	
D1: Amount District must reserve for equitable services for participating private schools = (A2 x C1)	$ 0
E. FY23 Non-Public Carryover Amount	$
F. Total Amount of Non-Public Instructional Funds (FY23 Carryover and FY24) = (Line D1 + E)	$ 0

Non-Public Equitable Service

Describe the consultation process between the LEA and the non-public/private school(s). Include (1) important dates, (2) modes of communication, and (3) the information provided to non-public/private school representatives. (Upload affirmation of consultation(s) in Related Documents.)

* Describe the activities to be provided in support of participating non-public/private school students and/or teachers.

Resources

Click here to open the Consolidated Funding Application Guide.

Assurances

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

☑ The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable to the assurances outlined below:
The LEA has engaged in timely and meaningful consultation, as required by ESEA 1117(b)(1), and maintains all required documentation to support such consultation.
The LEA will ensure that services to Title I non-public students are provided in a timely fashion, in accordance with agreements made as a result of meaningful consultation with non-public/private school representatives.
The LEA will obligate all non-public/private school funds during the fiscal year in which allocated and in support of services agreed upon as a result of required consultation.
The LEA will engage in ongoing consultation with participating non-public/private school representatives as necessary to ensure fidelity of implementation of agreed-upon services and to monitor the effectiveness of services.

Related Documents

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Equitable Services for Non-Public Schools

Optional Documents		
Type	**Document Template**	**Document/Link**
(CFA) Private Schools Consultation	Affirmation of Meaningful Private School Consultation	
Affirmation of Meaningful Non-Public School Consultation & Agreement	Affirmation of Meaningful Non-Public School Consultation & Agreement	
(ASR) Additional Supporting Documents	N/A	

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

Please add a row for each unique "Other" position.

Systemwide Administration - (Usually personnel working in the central office)

	IDEA, Part B Funds (611)		IDEA Preschool Funds (619)		General Purpose Special Education Funds	
	Head Count	FTE	Head Count	FTE	Head Count	FTE
Special Education Supervisor					1	0.85
Bookkeeper						
Secretary					1	0.50
Coordinator						
Other (please specify)						
Total	0	0.00	0	0.00	2	1.35

Systemwide Instruction & Support - (Central Office or Assigned to more than one school site and on an irregular schedule)

	IDEA, Part B Funds (611)		IDEA Preschool Funds (619)		General Purpose Special Education Funds	
	Head Count	FTE	Head Count	FTE	Head Count	FTE
Bus Drivers					3	3.00
Bus Attendants						
Psychologists						
Speech Pathologists					3	3.00
Other (please specify) System-Wide SPED Coach					1	0.80
Total	0	0.00	0	0.00	7	6.80

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

School Name	LEA ID - School Number	Teachers				Education Assistants			
		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds	
		Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE
East Side Elementary	101-0010			2	2.00			4	3.01
Elizabethton High School	101-0015			5	5.00	9	6.03	7	5.68
Harold McCormick Elementary	101-0020			5	5.00	13	9.04	9	7.35
T A Dugger Junior High School	101-0025			3	3.00	8	6.02	5	4.34
West Side Elementary	101-0030			4	3.75	5	3.35	6	4.01
Total		0	0.00	19	18.75	35	24.44	31	24.39

Resources

Click here to open the Consolidated Funding Application Guide.

IDEA Personnel Details – School-level (6-21) – Other Positions (Nurses, Psychologists, etc.)

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

School Name	LEA ID - School Number	Speech Pathologists				Psychologists				Nurses				Other - Specify				Other 2				Other 3				Other 4			
		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds		IDEA Part B (611)		General Purpose Special Education Funds	
		Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE
East Side Elementary	101-0010																												
Elizabethton High School	101-0015											1	1.00																
Harold McCormick Elementary	101-0020																												
T A Dugger Junior High School	101-0025																												
West Side Elementary	101-0030																												
Total		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	1.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

School Name	LEA ID - School Number	Teachers						Education Assistants					
		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds	
		Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE
East Side Elementary	101-0010					1	1.00	5	3.68	1	0.67		
Elizabethton High School	101-0015												
Harold McCormick Elementary	101-0020												
T A Dugger Junior High School	101-0025												
West Side Elementary	101-0030												
Total		0	0.00	0	0.00	1	1.00	5	3.68	1	0.67	0	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

IDEA Personnel Details - School-level (3-5) - Other Positions (Nurses, Psychologists, etc.)

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 -IDEA Requirements

School Name	LEA ID - School Number	Speech Pathologists						Psychologists						Nurses					
		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds	
		Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE
East Side Elementary	101-0010																		
Elizabethton High School	101-0015																		
Harold McCormick Elementary	101-0020																		
T A Dugger Junior High School	101-0025																		
West Side Elementary	101-0030																		
Total		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00

School Name	LEA ID - School Number	Other - Specify						Other 2						Other 3					
		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds	
		Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE	Head Count	FTE
East Side Elementary	101-0010																		
Elizabethton High School	101-0015																		
Harold McCormick Elementary	101-0020																		
T A Dugger Junior High School	101-0025																		
West Side Elementary	101-0030																		
Total		0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00

School Name	LEA ID - School Number	Other 4					
		IDEA Part B (611)		IDEA Preschool (619)		General Purpose Special Education Funds	
		Head Count	FTE	Head Count	FTE	Head Count	FTE
East Side Elementary	101-0010						
Elizabethton High School	101-0015						
Harold McCormick Elementary	101-0020						
T A Dugger Junior High School	101-0025						
West Side Elementary	101-0030						
Total		0	0.00	0	0.00	0	0.00

Resources

Click here to open the Consolidated Funding Application Guide.

IDEA Private School Details

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

1. Is the LEA required to reserve a portion of their IDEA funds to provide services to parentally placed private school students from:

* IDEA 611 funds (6-21)
- (●) Yes
- ( ) No

* IDEA 619 funds (3-5)
- ( ) Yes
- (●) No

2. If so, where has the reserved amount been budgeted within each appropriate budget (give account number(s) with line item(s) for each budget separately):

IDEA 611

72220-31 2 - These funds will be reserved to provide Occupational and Physical Therapy services as needed for eligible students.

IDEA 619

3. Will any private school proportionate share funds from the prior year be carried over to be expended in the current year?

IDEA 611 funds (6-21)
- ( ) Yes
- (●) No

$ If yes, estimated amount to be carried over:

IDEA 619 funds (3-5)
- ( ) Yes
- (●) No

$ If yes, estimated amount to be carried over:

Resources

Click here to open the Consolidated Funding Application Guide.

IDEA Private School Proportionate Amounts 2023-2024

General Purpose Special Education Budget

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

Documents

Type	Document Template	Document/Link
(CFA IDEA) General Purpose Special Education Budget [Upload 1 document(s)]	General Purpose Special Education Budget Template	ECS - SPED GP Budget

General Purpose Special Education Budget

The purpose of this page is to provide documentation that the LEA has budgeted at least the minimum amount of funds required for maintenance of effort. Maintenance of effort of State and local expenditures or local expenditures only is required in order for the LEA to receive federal special education funds under 34 CFR 300.203 Maintenance of Effort. Please remember that the only exceptions in reduction to the previous year's expenditures are listed at 34 CFR 300.204 Exceptions to Maintenance of Effort.

If your LEA is using IDEA funds for Early Intervening Services, an adjustment to local fiscal efforts may be taken as outlined at 34 CFR 300.205 Adjustment to local fiscal efforts in certain fiscal years and at Appendix D to Part 300 - Maintenance of Effort and Early Intervening Services.

1. Indicate the funding source(s) used to project this budget. Check one of the boxes below:

- (●) State and Local Funds
- ( ) Local Funds Only

2. Have funds for gifted students been identified and removed from this budget?

- (●) Yes
- ( ) N/A

3. If any funds for services to functionally delayed students are included in this budget, the LEA assures that an examination of student records has been made and those students were eligible for services under one or more of the federal categories. Check one of the boxes below:

- ( ) Yes
- ( ) No
- (●) N/A

4. Services for some/all functionally delayed students have been removed from this budget? Check one of the boxes below:

- ( ) Yes
- ( ) No
- (●) N/A

2 5. Give the number of functionally delayed students not qualifying under a federal category and for whom services are not included in this budget?

6. The LEA has budgeted the minimum amount necessary to meet maintenance of effort requirements for the coming year. (mark appropriate box)

- (●) Yes
- ( ) No

7. If no is indicated above, please explain. - **Note:** If "No" is marked, an explanation must also be included on the Non-Supplanting/Maintenance of Effort page in ePlan.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

Special Transportation

Check this box if the LEA has students with disabilities receiving Special Transportation.

* Provide the number of students with disabilities receiving Special Transportation below.

8	Age 3-5
48	Age 6-21

IDEA Shared Related Documents

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Requirements

Required Documents		
Type	**Document Template**	**Document/Link**
(CFA IDEA) General Purpose Special Education Budget [Upload 1 document(s)]	General Purpose Special Education Budget Template	ECS - SPED GP Budget

Optional Documents		
Type	**Document Template**	**Document/Link**
(CFA IDEA) State Special Education Expenditure Report (required after July 1st) [Upload up to 1 document(s)]	State Special Education Expenditure Report Template	
(CFA IDEA) Maintenance of Effort Exception	N/A	
(CFA) Additional Supporting Documents	N/A	
CCEIS Excel Template	CCEIS Excel Template	
(CFA IDEA) 141 Statement of expenditures “only for CCEIS” (required after July 1) [Upload up to 1 document(s)]	N/A	
(CFA IDEA) 142 Statement of expenditures “only for CCEIS” (required after July 1) [Upload up to 1 document(s)]	N/A	

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost	
Total Contributing to Indirect Cost	$580,645.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$25,800.27

Account Number		Total
71150 - Alternative Instruction Program		$0.00
71200 - Special Education Program		$573,645.00
72120 - Health Services		$0.00
72130 - Other Student Support		$0.00
72210 - Support Services/Regular Instruction Program		$0.00
72215 - Support Services/Alternative Instruction Program		$0.00
72220 - Support Services/Special Education Program		$7,000.00
72410 - Office of the Principal		$0.00
72710 - Transportation		$0.00
99100 - Transfers Out		$0.00
	Total	$580,645.00
	Adjusted Allocation	$580,645.00
	Remaining	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

71200 - Special Education Program - $573,645.00 ▼

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	To pay for SE teaching assistants 28.12 total FTE: K-12 teaching assistants are 24.44 FTE and Preschool teaching assistants are 3.68 FTE.
Line Item Number:	163 - Educational Assistants	
Strategic Plan:	Educators	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$487,295.00	
Line Item Total:	$487,295.00	
Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	201 - Social Security	
Strategic Plan:	Educators	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$26,784.00	
Line Item Total:	$26,784.00	

Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	204 - Pensions	
Strategic Plan:	Educators	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$30,788.00	
Line Item Total:	$30,788.00	
Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	206 - Life Insurance	
Strategic Plan:		
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$135.00	
Line Item Total:	$135.00	
Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	207 - Medical Insurance	

Strategic Plan:		
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$20,600.00	
Line Item Total:	$20,600.00	
Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	208 - Dental Insurance	
Strategic Plan:	Educators	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$945.00	
Line Item Total:	$945.00	
Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	212 - Employer Medicare	
Strategic Plan:	Educators	
CCEIS:		
Optional Program		

Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$7,098.00
Line Item Total:	$7,098.00

Total for 71200 - Special Education Program:	$573,645.00
Total for all other Account Numbers:	$7,000.00
Total for all Account Numbers:	$580,645.00
Adjusted Allocation:	$580,645.00
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

72220 - Support Services/Special Education Program - $7,000.00 ▼

Budget Detail		Narrative Description
Account Number:	72220 - Support Services/Special Education Program	These funds will be reserved to provide Occupational Therapy and Physical Therapy services as needed for students, including those who are eligible parentally-placed private school students.
Line Item Number:	312 - Contracts with Private Agencies	
Strategic Plan:	Student Readiness	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$7,000.00	
Line Item Total:	$7,000.00	

Total for 72220 - Support Services/Special Education Program:	$7,000.00
Total for all other Account Numbers:	$573,645.00
Total for all Account Numbers:	$580,645.00
Adjusted Allocation:	$580,645.00
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost	
Total Contributing to Indirect Cost	$580,645.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$25,800.27

Filter by Location: All - $580,645.00

Account Number / Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
163 - Educational Assistants	487,295.00		487,295.00
201 - Social Security	26,784.00	0.00	26,784.00
204 - Pensions	30,788.00	0.00	30,788.00
206 - Life Insurance	135.00	0.00	135.00
207 - Medical Insurance	20,600.00	0.00	20,600.00
208 - Dental Insurance	945.00	0.00	945.00
212 - Employer Medicare	7,098.00	0.00	7,098.00
312 - Contracts with Private Agencies	0.00	7,000.00	7,000.00
Total	573,645.00	7,000.00	580,645.00
		Adjusted Allocation	580,645.00
		Remaining	0.00

Equipment Purchases Requiring Prior Approval

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

N/A

Includes Equipment Having a Useful Life of More Than One Year and an Acquisition Cost of $5,000.00 or More Per Unit

Budget Codes	Quantity	Description	Unit Cost	Total Cost	Justification for Purchase of Each Item
			$	$	
			Total:	$	

Resources

Click here to open the Consolidated Funding Application Guide.

Permissive Use Of Funds

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

Please respond to Questions A - C below. For questions marked with a "yes" response, please provide responses to the questions on the following corresponding pages. For questions marked with a "no" response, please check "NA" at the top of the following corresponding pages.

*** A. Adjustment to Local Effort in Certain Fiscal Years.**

- ○ Yes
- ◉ No

IDEA 04 allows an LEA to reduce state and local maintenance of effort by an amount that equals up to 50% of the increase in IDEA funds from the previous year if those funds are used to provide activities authorized under ESEA.

There are limitations to this adjustment. Any LEA identified as not meeting requirements in the State's APR, is prohibited by law from reducing its maintenance of effort figures.

*** B. Permissive Use of IDEA funds for Schoolwide Program.**

- ○ Yes
- ◉ No

IDEA allows an LEA to use funds to carry out a schoolwide program under Section 1114 of ESEA. If an applicant utilizes these funds, you will report the designated amount for each school and ensure that excess cost and service requirements are met.

*** C. Permissive Use of IDEA funds for Coordinated Early Intervening Services. (voluntary)**

- ○ Yes
- ◉ No

*** C. Permissive Use of IDEA funds for Comprehensive Coordinated Early Intervening Services. (mandatory)**

- ○ Yes
- ◉ No

IDEA allows an LEA to use up to 15% of funds, in combination with other amounts (other than education funds), to develop and implement Coordinated Early Intervening Services, which may include interagency financing structures, for students in kindergarten through grade 12 (with particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.

NOTE: If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Comprehensive Coordinated Early Intervening Services (IDEA §618(d)(2)(B)).

The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

If an applicant utilizes these funds, the calculations must be shown on the corresponding pages.

Resources

Click here to open the Consolidated Funding Application Guide.

A. Adjustment to Local Effort

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

N/A

A. Use of General Purpose Special Education Funds as Local Funds

For any fiscal year for which the federal allocation received by a LEA under Section 611(f) Subgrants to LEAs exceeds the amount the LEA received for the previous FY, the LEA may reduce the level of expenditures otherwise required by Section 613(a) (2) (A) (iii) by not more than 50% of the excess. Section 613(a) (2) (C) (i) 300.205

If the LEA chooses to use these funds, the LEA shall use an amount of local funds equal to the reduction in expenditures under clause (i) above, to carry out activities authorized under the Elementary and Secondary Act of 1965. Section 613(a) (2) (C) (ii) 300.205(a)

If the SEA determines that the LEA is unable to establish and maintain programs of free appropriate public education that meet the requirements of Section 613(a) or the SEA has taken action against the LEA under section 616 Monitoring, Technical Assistance and Enforcement, the SEA shall prohibit the LEA from reducing the level of expenditures under clause (i) above for that fiscal year. Section 613(a) (2) (C) (iii)

The amount of funds expended by a LEA under subsection (f) Coordinated Early Intervening Services, shall count toward the maximum amount of expenditures such LEAs may reduce under clause (i) above. Section 613(a) (2) (C) (iv)

If a SEA determines that an LEA is not meeting the requirements of Part B, including the targets in the state's performance plan, the SEA shall prohibit the LEA from reducing its MOE under Section 613(a) (2) (C) for any fiscal year. Section 616(f)

http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

1. Estimated/final IDEA allocation for this year:	* $
2. Actual IDEA final allocation for last year:	* $
3. Difference (line 1-line 2)>0:	$ 0
4. Line 3 X 50%:	$
5. If the LEA is using funds for CEIS, enter the amount here (this amount should equal the amount on Page C-Question 3).	$
6. Maximum amount available	$ 0
7. Amount reduced if less than the maximum amount available	$

Budget and Justifications

General Purpose Special Education Funds to Be Used As Local Funds

List the ESEA Program(s) under which funds will be used (if more than one, please list all and separate using commas).

+ Account No	Expenditure Account Name	FTE	Amount Budgeted	Justification
			$	
		Total:	$	
+ Must use general education account codes. DO NOT use special education account codes.				

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

N/A

*** B. Use of IDEA Funds for Schoolwide Programs under Title I of the ESEA**

LEAs may use IDEA funds to carry out a schoolwide program under Section 1114 of the Elementary and Secondary Education Act (ESEA) of 1965, except that the amount used in any schoolwide program shall not exceed:

The number of children with disabilities participating in the schoolwide program multiplied by

The amount received by the LEA for this fiscal year divided by

The number of children with disabilities in the jurisdiction of the LEA. Section 613(a) (2) (D)

	A	B	C	
School Name	**IDEA Allocation**	**No. of SPED Students in LEA**	**No. of SPED in School-Wide School**	**(A/B) x C = Amount for School-wide**
	$			$
			Total:	$

If combining all funds (federal, state, local) may be used for any purpose within schoolwide program.

If consolidating only federal, must be used for educational purposes only.

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

N/A

C. Use of IDEA Funds for Coordinated Early Intervening Services

Please refer to the IDEA Law, Section 615 (f) (1) - (4) and Section 618(d)(2)(B)(C) available here:
http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

Note: If LEA voluntarily takes up to 15%, the funds must be spent from July 1 - June 30, any remaining funds must be returned to IDEA for programming.

1) Funds Availability Calculation

1. IDEA allocation:	* $
2. Maximum amount available for Early Intervening Services: (Line 1 x15%)	$
3. Amount Used if less than maximum permitted:	$

2) Narrative for Voluntary Use of Funds

* How were at-risk students identified?

* List specific interventions or areas to be addressed include, but not limited to grade-levels, schools, subject areas, behavior, and professional development. Ensure all answers are comprehensive.

3) Projected Expenditures for Coordinated Early Intervening Services

+Account No	Expenditure Account Name	FTE	Amount Budgeted	++Justification
			$	
		Total:	$	

+ Must use general education account codes. DO NOT use special education specific codes.

++ NOTE: Justifications detailed with specific information must be given for each line item listed above.

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

Documents		
Type	**Document Template**	**Document/Link**
CCEIS Excel Template	CCEIS Excel Template	
(CFA IDEA) 141 Statement of expenditures "only for CCEIS" (required after July 1) [Upload up to 1 document(s)]	N/A	
(CFA IDEA) 142 Statement of expenditures "only for CCEIS" (required after July 1) [Upload up to 1 document(s)]	N/A	

N/A

C. Use of IDEA Funds for Comprehensive Coordinated Early Intervening Service (CCEIS) - Mandatory Use

Please refer to Federal Register/Vol. 81/December 19, 2016/Rules and Regulations

Note: If the LEA does not expend all funds required in section 1 below, remaining funds must be carried forward into the following fiscal year and used for the same purpose.

*** 1) Assurance**

The LEA has made a thorough review of policies, procedures, and practices for compliance with IDEA. If applicable, the LEA has publicly reported on any revisions to its policies, procedures, and practices.

2) Funds Availability Calculation

a. IDEA 611 Allocation	$ 580,645.00
b. IDEA 619 Allocation	$ 16,128.00
c. Total IDEA Allocation (611 and 619) for current year:	$ 596773
d. Amount which must be budgeted for CCEIS: (Line 2c x 15%):	$ 89515.95
e. Amount of any CCEIS funds being carried forward from prior year:	* $
f. Total funds to be used in current year for CCEIS:	$ 89515.95

3) Areas of Significant Disproportionality and Race/Ethnicity Groups

a. Identify the race/ethnicity of students identified in the significant disproportionality grouping below:

- [ ] American Indian
- [ ] Hispanic
- [ ] Asian
- [ ] Pacific Islander
- [ ] African American
- [ ] White
- [ ] Multiracial

b. Indicate where the LEA was identified as having significant disproportionality from the groups listed below:

i. Identification - students identified with:

- [ ] Disability (overall)
- [ ] Autism
- [ ] Emotional Disturbance
- [ ] Intellectual Disability
- [ ] Other Health Impairment
- [ ] Specific Learning Disability
- [ ] Speech/Language Impairment

ii. Discipline -SWDs receiving:

- [ ] In-school suspensions for 10 or fewer days
- [ ] In-school suspensions for more than 10 days
- [ ] Out-of-school suspensions/expulsions for 10 or fewer days
- [ ] Out-of-school suspensions/expulsions for more than 10 days
- [ ] Total number of discipline incidents for SWDs

iii. Environment-SWDs in:

- [ ] The general education setting less than 40 percent of the day
- [ ] Separate schools or residential facilities

4) Narrative for Use of Funds

a. If a revision of the LEA's policies, procedures, and practices was necessary, please explain what changes were made due to issues associated with areas of disproportionality:

b. Specify all areas funds will target (i.e. grade-levels, schools, interventions, behavior, professional development, etc):

c. How will these funds be used to assist in alleviating the disproportionality problem within the LEA? (Be specific)

d. Will funds be used for issues other than where the LEA was identified as being disproportionate? If yes, please explain:

5) Budgets

a. Amount of funds to be used for SWDs and budgeted with the IDEA Part B (611) budget	$
b. Amount of funds to be used for SWDs and budgeted with the IDEA Preschool (619) budget	$
c. Amount of funds to be used for students not identified as eligible for Special Education and budgeted in the General Purpose budget	$
d. Total of items a, b, and c above (This value must equal the total amount that must be reserved for CCEIS indicated in row 2f from the table above.)	$
NOTE: Any funds used for CCEIS services to identified SWDs MUST be included in the IDEA budget(s) and must be identified within the appropriate narratives with the amount indicated: the total of all funds must agree with the amount indicated in Row 5a above. In addition, the LEA must have a method of identifying all CCEIS funds to document how the funds are budgeted and expended from IDEA.	
NOTE: Any funds used for services to students NOT identified as eligible for Special Education must be budgeted within the General Purpose budget, identified as CCEIS funds, and shown in the budget line items below. The amount budgeted must agree with funds indicated in Row 5b above.	

6. General Purpose Regular Education Budget

Projected expenditures for CCEIS fund associated with non-Special Education students. (Do not use Special Education account codes.)

+Account No	Expenditure Account Name	FTE	Amount Budgeted	++Justification
			$	
		Total:	$	
+ Must use general education account codes. DO NOT use special education specific codes.				
++ NOTE: Justifications detailed with specific information must be given for each line item listed above.				

Resources

Click here to open the Consolidated Funding Application Guide.

Non-Supplanting/Maintenance of Effort

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA, Part B

Documents

Type	Document Template	Document/Link
(CFA IDEA) General Purpose Special Education Budget [Upload 1 document(s)]	General Purpose Special Education Budget Template	ECS - SPED GP Budget
(CFA IDEA) State Special Education Expenditure Report (required after July 1st) [Upload up to 1 document(s)]	State Special Education Expenditure Report Template	
(CFA IDEA) Maintenance of Effort Exception	N/A	

Expenditures

* In order to meet maintenance of effort, the LEA is using:

- (•) State/Local Funds
- ( ) Local Funds Only

Row		A	B	C	D
		2020-21	2021-22	* 2022-23 Projected ▼	2023-24
1	Actual amount expended for students with disabilities (SWD) served (State Special Education Expenditure Report)	$2,456,863.45	$2,466,116.48	* $ 2,466,116.48	
2	Total unduplicated count of disabled students served by the school system (End of Year Report)	511	535	* 535	
3	Per pupil expenditures (Row 1 divided by Row 2)	$ 4,807.95	$ 4,609.56	$ 4,609.56	
4	System's total enrollment (All Students)			* 2,716.00	
5	Percentage of Special Education Students (Row 2 divided by Row 4)			19.70 %	
6	Projected Expenditures (Total Expenditures General Purpose Funds)				* $ 3,112,299.00

7. To be eligible for a Part B subgrant, the LEA must have budgeted for SWDs at least the same amount of funds as was actually spent on SWDs during the

most recent fiscal year for which information is available. Therefore, if the amount in Row 6 Column D is less than the amount in Row 1 Column B, please provide an explanation as to how the eligibility standard can be met.

The questions below are not to be completed until after the SEER (Special Education Expenditure Report) is submitted into ePlan.
8. The LEA has met Maintenance of Effort requirements for the prior year based on the following. Check all that apply:

- ☐ Total Expenditures
- ☐ Per pupil expenditures
- ☐ Other allowable exceptions

9. If selecting 'Other allowable exceptions', please select one or more items below (must upload appropriate documentation to ePlan)

- ☐ a. Voluntary departure, or departure for just cause, of special education or related services personnel
- ☐ b. Decrease in enrollment of children with disabilities
- ☐ c. Termination of LEAs obligation to provide an exceptionally high cost SPED program to student(s) due to the student(s):

(1) Leaving the LEAs jurisdiction
(2) Aging out of the program
(3) No longer needing the program

- ☐ d. Termination of costly expenditures for long term purchases
- ☐ e. Assumption of cost by the high cost fun operated by the SEA

Resources

Click here to open the Consolidated Funding Application Guide.

Click here to open the FY22 Unduplicated Counts. (FY23 will be linked once the data is available)

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

Indirect Cost	
Total Contributing to Indirect Cost	$16,128.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$716.62

Account Number		Total
71200 - Special Education Program		$16,128.00
72120 - Health Services		$0.00
72130 - Other Student Support		$0.00
72220 - Support Services/Special Education Program		$0.00
72410 - Office of the Principal		$0.00
72710 - Transportation		$0.00
99100 - Transfers Out		$0.00
	Total	$16,128.00
	Adjusted Allocation	$16,128.00
	Remaining	$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

71200 - Special Education Program - $16,128.00 ▼

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	Part-time educational assistants for SE students .67 FTE (fully funded by IDEA PS funds).
Line Item Number:	163 - Educational Assistants	
Strategic Plan:	Educators	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$14,980.00	
Line Item Total:	$14,980.00	
Account Number:	71200 - Special Education Program	Benefits for SE employees.
Line Item Number:	201 - Social Security	
Strategic Plan:	Educators	
CCEIS:		
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	$930.00	
Line Item Total:	$930.00	

Account Number:	71200 - Special Education Program
Line Item Number:	212 - Employer Medicare
Strategic Plan:	
CCEIS:	
Optional Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	$218.00
Line Item Total:	$218.00

Benefits for SE employees.

Total for 71200 - Special Education Program:	$16,128.00
Total for all other Account Numbers:	$0.00
Total for all Account Numbers:	$16,128.00
Adjusted Allocation:	$16,128.00
Remaining:	$0.00

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

Indirect Cost	
Total Contributing to Indirect Cost	$16,128.00
Indirect Cost Rate	4.65%
Maximum Allowed for Indirect Cost	$716.62

Filter by Location: All - $16,128.00

Account Number / Line Item Number	71200 - Special Education Program	Total
163 - Educational Assistants	14,980.00	14,980.00
201 - Social Security	930.00	930.00
212 - Employer Medicare	218.00	218.00
Total	16,128.00	16,128.00
	Adjusted Allocation	16,128.00
	Remaining	0.00

Equipment Purchases Requiring Prior Approval

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

N/A

Includes Equipment Having a Useful Life of More Than One Year and an Acquisition Cost of $5,000.00 or More Per Unit

Budget Codes	Quantity	Description	Unit Cost	Total Cost	Justification for Purchase of Each Item
			$	$	
			Total:	$	

Resources

Click here to open the Consolidated Funding Application Guide.

Permissive Use Of Funds

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

Please respond to Questions A - C below. For questions marked with a "yes" response, please provide responses to the questions on the following corresponding pages. For questions marked with a "no" response, please check "NA" at the top of the following corresponding pages.

*** A. Adjustment to Local Effort in Certain Fiscal Years.**

- ○ Yes
- ◉ No

IDEA 04 allows an LEA to reduce state and local maintenance of effort by an amount that equals up to 50% of the increase in IDEA funds from the previous year if those funds are used to provide activities authorized under ESEA.

There are limitations to this adjustment. Any LEA identified as not meeting requirements in the State's APR, is prohibited by law from reducing its maintenance of effort figures.

*** B. Permissive Use of IDEA funds for Schoolwide Program.**

- ○ Yes
- ◉ No

IDEA allows an LEA to use funds to carry out a schoolwide program under Section 1114 of ESEA. If an applicant utilizes these funds, you will report the designated amount for each school and ensure that excess cost and service requirements are met.

*** C. Permissive Use of IDEA funds for Coordinated Early Intervening Services.**

- ○ Yes
- ◉ No

IDEA allows an LEA to use up to 15% of funds, in combination with other amounts (other than education funds), to develop and implement Coordinated Early Intervening Services, which may include interagency financing structures, for students in kindergarten through grade 12 (with particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.

NOTE: If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Coordinated Early Intervening Services (Section 618 (d) (2) (B)). The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

If an applicant utilizes these funds, the calculations must be shown on the corresponding pages.

Resources

Click here to open the Consolidated Funding Application Guide.

A. Adjustment to Local Effort

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

N/A

A. Use of General Purpose Special Education Funds as Local Funds

For any fiscal year for which the federal allocation received by a LEA under Section 611(f) Subgrants to LEAs exceeds the amount the LEA received for the previous FY, the LEA may reduce the level of expenditures otherwise required by Section 613(a) (2) (A) (iii) by not more than 50% of the excess. Section 613(a) (2) (C) (i) 300.205

If the LEA chooses to use these funds, the LEA shall use an amount of local funds equal to the reduction in expenditures under clause (i) above, to carry out activities authorized under the Elementary and Secondary Act of 1965. Section 613(a) (2) (C) (ii) 300.205(a)

If the SEA determines that the LEA is unable to establish and maintain programs of free appropriate public education that meet the requirements of Section 613(a) or the SEA has taken action against the LEA under section 616 Monitoring, Technical Assistance and Enforcement, the SEA shall prohibit the LEA from reducing the level of expenditures under clause (i) above for that fiscal year. Section 613(a) (2) (C) (iii)

The amount of funds expended by a LEA under subsection (f) Coordinated Early Intervening Services, shall count toward the maximum amount of expenditures such LEAs may reduce under clause (i) above. Section 613(a) (2) (C) (iv)

If a SEA determines that an LEA is not meeting the requirements of Part B, including the targets in the state's performance plan, the SEA shall prohibit the LEA from reducing its MOE under Section 613(a) (2) (C) for any fiscal year. Section 616(f)

http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

1. Estimated/final IDEA allocation for this year:	* $
2. Actual IDEA final allocation for last year:	* $
3. Difference (line 1-line 2)>0:	$ 0
4. Line 3 X 50%:	$
5. If the LEA is using funds for CEIS, enter the amount here (this amount should equal the amount on Page C-Question 3).	$
6. Maximum amount available	$ 0
7. Amount reduced if less than the maximum amount available	$

Budget and Justifications

General Purpose Special Education Funds to Be Used As Local Funds

List the ESEA Program(s) under which funds will be used (if more than one, please list all and separate using commas).

+ Account No	Expenditure Account Name	FTE	Amount Budgeted	Justification
			$	
		Total:	$	
+ Must use general education account codes. DO NOT use special education account codes.				

Resources

Click here to open the Consolidated Funding Application Guide.

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - IDEA Preschool

N/A

*** B. Use of IDEA Funds for Schoolwide Programs under Title I of the ESEA**

LEAs may use IDEA funds to carry out a schoolwide program under Section 1114 of the Elementary and Secondary Education Act (ESEA) of 1965, except that the amount used in any schoolwide program shall not exceed:

The number of children with disabilities participating in the schoolwide program multiplied by

The amount received by the LEA for this fiscal year divided by

The number of children with disabilities in the jurisdiction of the LEA. Section 613(a) (2) (D)

	A	B	C	
School Name	**IDEA Allocation**	**No. of Special Education Students in LEA**	**No. of Special Education in School-Wide School**	**(A/B) x C = Amount for School-wide**
	$			$
			Total:	$

If combining all funds (federal, state, local) may be used for any purpose within schoolwide program.

If consolidating only federal, must be used for educational purposes only.

Resources

Click here to open the Consolidated Funding Application Guide.

N/A

C. Use of IDEA Funds for Coordinated Early Intervening Services

Please refer to the IDEA Law, Section 615 (f) (1) - (4) and Section 618(d)(2)(B)(C) available here:
http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

Note: If LEA voluntarily takes up to 15%, the funds must be spent from July 1 - June 30, any remaining funds must be returned to IDEA for programming.

1) Funds Availability Calculation

1. IDEA allocation:	$
2. Maximum amount available for Early Intervening Services: (Line 1 x15%)	$
3. Amount Used if less than maximum permitted:	$

2) Narrative for Voluntary Use of Funds

How were at-risk students identified?

List specific interventions or areas to be addressed include, but not limited to grade-levels, schools, subject areas, behavior, and professional development. Ensure all answers are comprehensive.

3) Projected Expenditures for Coordinated Early Intervening Services

+Account No	Expenditure Account Name	FTE	Amount Budgeted	++Justification
			$	
		Total:	$	

+ Must use general education account codes. DO NOT use special education specific codes.

++ NOTE: Justifications detailed with specific information must be given for each line item listed above.

Resources

Click here to open the Consolidated Funding Application Guide.

ESEA Assurances

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Assurances

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Applies to All ESEA Programs Included in this Application

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for ESEA, including those outlined below.**

1.	Use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds paid to that agency under each program. Reference CMIA 7211R rule
2.	Keep such records, and provide such information to the State, as may be reasonably required for fiscal audit, data reporting, and program evaluation.
3.	Ensure all salaries are paid from project funds according to LEA rates. State/CONUS travel rates are to be used for project travel expenses. Adequate travel logs, as well as other necessary information, must be maintained to support expenditures.
4.	Charge amounts for personnel services that are based on payrolls documented and approved in accordance with the generally accepted practice of the LEA. Payrolls must be supported by time and attendance or equivalent records for individual employees. Salaries and wages of employees chargeable to more than one grant program or cost objective, if applicable, must be supported by appropriate time distribution records.
5.	Use these funds to supplement, and not supplant, the funds that would be made available in the absence of such federal funds, from non-federal sources and not supplant such funds.
6.	Maintain control of program funds and adhere to allowability procedures for goods and services acquired with federal funds. The LEA shall retain all titles to property acquired with those funds, including equipment placed in private schools pursuant to Section 8501.
7.	Recognize that state approval of an application does not relieve the LEA of its responsibility to comply with all applicable program and fiscal requirements.
8.	Comply with Title VI of the Civil Rights Act of 1964. The Office for Civil Rights enforces several federal civil rights laws that prohibit discrimination in programs or activities that receive federal financial assistance from the Department of Education. Discrimination on the basis of race, color, and national origin is prohibited by Title VI of the Civil Rights Act of 1964; sex discrimination is prohibited by Title IX of the Education Amendments of 1972; discrimination on the basis of disability is prohibited by Section 504 of the Rehabilitation Act of 1973; and age discrimination is prohibited by the Age Discrimination Act of 1975. These civil rights laws enforced by OCR extend to all state education agencies, elementary and secondary school systems, colleges and universities, vocational schools, proprietary schools, state vocational rehabilitation agencies, libraries, and museums that receive U.S. Department of Education funds. Areas covered may include, but are not limited to: admissions, recruitment, financial aid, academic programs, student treatment and services, counseling and guidance, discipline, classroom assignment, grading, vocational education, recreation, physical education, athletics, housing, and employment. OCR also has responsibilities under Title II of the Americans with Disabilities Act of 1990, including prohibiting disability discrimination by public entities, whether or not they receive federal financial assistance.
9.	Comply with Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. (http://www.eeoc.gov/laws/statutes/titlevii.cfm)
10.	Maintain fiscal effort in accordance with section 8521.

11.	Comply with section 8501 regarding participation by private school children and teachers.
12.	Educational Rights and Privacy for Parents and Students
	The Board of Education will comply with all the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g), as added by the Family Educational Rights and Privacy Act of 1974 (section 513 of Public Law 93-380; 88 Stat. 571).
13.	Termination of Employment and Unpaid Leave. Upon termination, any leave balance paid to a federally funded employee above the amount of leave earned in the current grant year shall NOT be paid from federal funds as detailed in 2 CFR 200.431 (b)(3).
14.	Certification Regarding Constitutionally Protected Prayer in Public Elementary and Secondary Schools. In order to receive funds under the ESEA as amended by the ESSA, an LEA must certify in writing to the state that no policy of the LEA prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools as set forth in Section 8524. Certification must be provided to the state by October 1 of each year during which the LEA participates in an ESEA program.
15.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. As required by the Department of Education regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 2 CFR Part 180, the LEA must meet the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1.	By acknowledging these assurances, the LEA is providing the certification set out below.
2.	The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3.	The LEA agrees by submitting this proposal that it will exclude a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
4.	The LEA further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
5.	The LEA in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the LEA knows the certification is erroneous. Each participant may, but is not required to, check the Nonprocurement List.
6.	The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
7.	Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8.	The certification in this clause is a material representation of fact by the LEA upon which reliance was placed when this transaction was entered into. If it is later determined that the LEA knowingly rendered an erroneous certification, or if an LEA in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

The LEA certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Equity for Students, Teachers, and Other Program Beneficiaries

Section 427 of the General Education Provision Act requires LEAs to describe in their applications the steps they propose to take in order to ensure access to education and promote educational excellence by:

"(1) ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in any project or activity carried out under an applicable program; and

(2) promoting the ability of such students, teachers, and beneficiaries to meet high standards."

Therefore, the LEA will ensure equitable participation in all local-level programs by students, teachers, and other beneficiaries with special needs through the following activities:

1. ensuring that all training for teachers and others who will conduct parental involvement activities is accessible to all participants and includes strategies for increasing access to the school and its activities for all parents regardless of disability or language spoken.

2. including accessibility guidelines as part of the criteria for effective professional development activities provided throughout the LEA as well as by federal programs.

3. using the LEA computer network to disseminate information to all constituents.

4. providing technical assistance through on-site visits to verify that equitable practices are being followed by schools.

5. including written statements in communications that advertise LEA-level activities to ensure that all necessary accommodations are made for equitable participation by constituents.

6. maintaining special task forces to formulate policy for coordination of programs to ensure equitable access of all student populations, including disadvantaged students, students with disabilities, students with emerging English skills, migrant students, homeless, neglected, or delinquent students, and others.

7. implementing other activities as appropriate.

IDEA Assurances

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The applicant hereby certifies to the Commissioner of Education that the representation made in this application properly reflects the projected pupils, personnel, and expenditures to be incurred in the operation of the special education program for pupils with disabilities conducted within the LEA, that the expenditures for services and goods will be made exclusively for the benefit of pupils which meet the eligibility criteria established by the U.S. Department of Education, and that personnel assignments and other documentation of expenses will be readily available for audit. All records necessary to ensure the correctness of the information provided by the agency will be kept five years beyond the final reporting date and access to such records will be provided to the SEA.

☑ *** The local education agency (LEA) hereby assures the state education agency (SEA) that the LEA meets each of the following conditions:**

1.		Special Education and Related Services will be provided in compliance with established Federal and State Laws, Rules, Regulations, & Minimum Standards.
2.		The LEA, in providing for the education of children with disabilities within its jurisdiction, has in effect policies, procedures, and programs that are consistent with the State policies and procedures established under 20 U.S.C. § 1412, including the following:
	a.	The LEA shall ensure a free appropriate public education (FAPE) is available to all children with disabilities, as defined under 20 U.S.C. § 1401(3) and State Board of Education Rule 0520-01-09-.02(3), who have a current individualized education program (IEP), residing in the state between the ages of 3 through 21, inclusive, including children with disabilities who have been suspended or expelled from school. See 20 U.S.C. § 1412(a)(1) and State Board of Education Rule 0520-01-09-.05(2).
	b.	The LEA shall establish a goal of providing full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal. See 20 U.S.C. § 1412(a)(2).
	c.	The LEA shall ensure all children with disabilities residing in the LEA, including those who are experiencing homelessness, in foster care, or attending private schools within the LEA's jurisdiction, regardless of the severity of their disabilities, and in need of special education and related services, are identified, located, and evaluated, and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. See 20 U.S.C. § 1412(a)(3) and State Board of Education Rule 0520-01-09-.05(1).
	d.	The LEA shall ensure an individualized education program (IEP), or an individualized family service plan (IFSP) that meets the requirements of 20 U.S.C. § 1436(d), is developed, reviewed and revised for each child with a disability in accordance with section 614(d). See 20 U.S.C. § 1412(a)(4).
	e.	The LEA shall ensure, to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. See 20 U.S.C. § 1412(a)(5) and T.C.A. § 49-10-103(c).
	f.	The LEA shall ensure children with disabilities and their parents are afforded the procedural safeguards required by 20 U.S.C. § 1415. See 20 U.S.C. § 1412(a)(6) and T.C.A. § 49-10-601.
	g.	The LEA shall ensure children with disabilities are evaluated in accordance with subsections (a) through (c) of 20 U.S.C. § 1414 and the State Board of Education Special Education & Eligibility Standards. See 20 U.S.C. § 1412(a)(7) and State Board of Education Rule 0520-01-09-.11.
	h.	The LEA shall comply with 20 U.S.C. § 1417(c) relating to the confidentiality of records and information. See 20 U.S.C. § 1412(a)(8).

	i.	The LEA shall ensure children participating in early intervention programs assisted under Part C of the IDEA and who will participate in preschool programs will experience a smooth and effective transition consistent with 20 U.S.C. § 1437(a)(9). LEAs will participate in transition planning conferences arranged by the Tennessee Department of Intellectual and Developmental Disabilities (the State Lead Agency) under 20 U.S.C. § 1435(a)(10) and an IEP or, if consistent with 20 U.S.C. §§ 1414(d)(2)(B) and 1436(d), and IFSP will be developed and implemented by the third birthday. 20 U.S.C. § 1412(a)(9).
	j.	The LEA shall ensure that all requirements under 20 U.S.C. § 1412(a)(10) regarding children in private schools are being carried out in a manner consistent with the statute.
	k.	The LEA shall ensure that all requirements under T.C.A. § 49-10-107, regarding Contracts for Special Education Services, are being carried out in a manner consistent with the statute.
	l.	The LEA shall ensure that all personnel necessary to carry out this part are appropriately and adequately prepared, subject to the requirements of 20 U.S.C. § 1412(a)(14) and 20 U.S.C. § 6612(b). See 20 U.S.C. § 1413(a)(3).
	m.	The LEA has chosen to either coordinate with the National Instructional Materials Access Center when purchasing print instructional materials or to provide instructional materials to blind persons or other persons with print disabilities in a timely manner. See 20 U.S.C. § 1412(a)(23).
	n.	The LEA shall ensure that timely and meaningful consultation has occurred with private schools and the parents of home-schooled special education students. See 20 U.S.C. § 1412(a)(10)(A)(iii).
3.	The LEA shall provide the SEA with information necessary to enable the SEA to carry out its duties under the IDEA, including, with respect to Sections 612(a) (15) and 612 (a) (16), information relating to the performance of children with disabilities participating in programs carried out under this part. See 20 U.S.C. § 1413(a)(7).	
4.	The LEA shall make available to parents of children with disabilities and to the general public all documents relating to the eligibility of the LEA to receive assistance under the IDEA. See 20 U.S.C. § 1413(a)(8)	
5.	The LEA shall cooperate under 20 U.S.C. § 6698 to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding such children. See 20 U.S.C. § 1413(a)(9).	
6.	Subject to 20 U.S.C. § 1413(b)(3), the LEA application submitted to the SEA shall remain in effect until the LEA submits to the SEA such modifications as the LEA determines necessary. See 20 U.S.C. § 1413(b)(2).	
7.	The LEA shall ensure that all requirements under 20 U.S.C. § 1413(a)(5) regarding treatment of charter schools and their students are being carried out in a manner consistent with the IDEA. See 20 U.S.C. § 1413(a)(5).	
8.	The LEA shall ensure children with disabilities served with IDEA funds are counted in the same manner as children without disabilities to supplement the academic program funds earned and paid from State funding.	
9.	The LEA shall ensure funds provided under IDEA are used to pay the excess cost of providing special education and related services to children with disabilities; shall be used to supplement the State, Local and other Federal funds and not to supplant such funds; and shall not be used, except as provided in 20 U.S.C. § 1413(a)(2)(B) and (C) to reduce the level of expenditures. See 20 U.S.C. § 1413(a)(2)(A) and State Board of Education Rule 0520-01-09-.09(2)(b).	
10.	The LEA shall ensure that case load and class size standards are in accordance with T.C.A. § 49-1-104 and State Board of Education Rule 0520-01-02-.31(4).	
11.	The LEA shall ensure that IDEA funds will not be used to reduce the level of expenditures for the education of children with disabilities made by the LEA from local funds below the level of those expenditures for the preceding fiscal year except as provided in 34 C.F.R. 300.204 and 300.205. See 34 C.F.R. § 300.203(b)	
12.	Eligibility as a child with a disability pursuant to the IDEA and state disability eligibility standards will be established prior to expenditure of IDEA Part B funds for implementation of school nurse or school health services pursuant to 34 C.F.R. §300.34(c)(13).	

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☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable under Office of Civil Rights (OCR), including those outlined below.**

1.	Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;
2.	Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; and
3.	Title II of the Americans with Disabilities Act which prohibits discrimination on the basis of disability in the benefits of services, programs or activities of a public entity and Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in all programs or activities that receive federal financial assistance.
4.	The Age Discrimination Act of 1975 which prohibits discrimination on the basis of age in all programs and activities that receive federal financial assistance.
5.	All rules and regulations issued by the Tennessee Department of Education and U.S. Department of Education under any of these statutes.

Fiscal OMB A-133 Assurances

Elizabethton (101) Public District - FY 2024 - Consolidated - Rev 0 - Assurances

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for OMB Circular A-133, including those outlined below.**

Part 6 - Internal Control		
As a condition of receiving federal awards, non-federal entities agree to comply with laws, regulations, and the provisions of contract and grant agreements and to maintain internal control to provide reasonable assurance of compliance with these requirements. Non-federal entities and their auditors will need to exercise judgment in determining the most appropriate and cost effective internal control in a given environment or circumstance to provide reasonable assurance for compliance with federal program requirements.		
	The Control Environment is the foundation for all other components of internal control, including the following:	
		Part 6 characteristics of internal control relating to each of the five components of internal control that should reasonably assure compliance with the requirements of federal laws, regulations, and program compliance requirements. A description of the components of internal control and examples of characteristics common to the 14 types of compliance requirements are listed below. Objectives of internal control and examples of characteristics specific to each of 13 of the 14 types of compliance requirements follow this introduction. (Because Special Tests and Provisions are unique for each program, we could not provide specific control objectives and characteristics for this type of compliance requirement.)
	1.	A sense of conducting operations ethically is evidenced by a code of conduct or other verbal or written directive.
	2.	If there is a governing Board, the Board has established an Audit Committee or equivalent that is responsible for engaging the auditor, receiving all reports and communications from the auditor, and ensuring that audit findings and recommendations are adequately addressed.
	3.	Management positively responds to prior questioned costs and control recommendation.
	4.	Management respects and adheres to program compliance requirements.
	5.	Key managers' responsibilities clearly defined.
	6.	Key managers have adequate knowledge and experience to discharge their responsibilities.
	7.	Staff are knowledgeable about compliance requirements and being given responsibility to communicate all instances of noncompliance to management.
	8.	Management's commitment to competence ensures that staff receive adequate training to perform their duties.
	9.	Management support of adequately collects information via a reporting system.
	Risk Assessment is the entity's identification and analysis of risks relevant to achievement of its objectives, forming a basis for determining how the risks should be managed.	
	1.	Program managers and staff understand and have identified key compliance objectives.
	2.	Organizational structure provides identification of risks of noncompliance: - Key managers have been given responsibility to identify and communicate changes (including alleged fraud, waste, or abuse). - Employees who require close supervision (e.g. inexperienced) are identified. - Management has identified and assessed complex operations, programs, or projects. - Management is aware of results of monitoring, audits, and reviews, and considers related risk of noncompliance.

	3.	Process established to implement changes in program objectives and procedures.
	Control Activities are the policies and procedures that help ensure that management's directives are carried out.	
	1.	Operating policies and procedures are clearly written, and communicated, and followed.
	2.	Procedures are in place to implement changes in laws, regulations, guidance, and funding agreements affecting federal awards.
	3.	Management has a procedure to prohibit overriding established controls.
	4.	Adequate segregation of duties provided between performance, review, and recordkeeping of a task.
	5.	Computer and program controls should include: -Data entry controls, e.g., edit checks. -Exception reporting. -Access controls. -Reviews of input and output data. -Computer general controls and security controls (including protecting personally identifiable information).
	6.	Supervision of employees commensurate with their level of competence.
	7.	Personnel with adequate knowledge and experience to discharge responsibilities.
	8.	Equipment, inventories, cash, and other assets are secured physically and periodically inventoried (at least once every two years) and compared to recorded amounts.
	9.	If there is a governing Board, the Board conducts regular meetings where financial information is reviewed and the results of program activities and accomplishments are discussed. Written documentation is maintained of the matters addressed at such meetings.
	Information and Communication are the identification, capture, and exchange of information in a form and time frame that enable people to carry out their responsibilities.	
	1.	The accounting system provides for separate identification of federal and non-federal transactions and allocation of transactions applicable to both.
	2.	Adequate source documentation exists to support amounts and items reported.

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☑ *** The local educational agency (LEA) hereby assures the state educational agency (SEA) that the LEA follows all regulations applicable for Single Audit, including those outlined below. All regulations in Uniform Grant Guidance (UGG), including those outlined below in instances where revisions to guidance occurs, the LEA assures it will follow all current regulations.**

GRANTS AND AGREEMENTS [2 CFR 1.100]	
§200.61	Internal Controls.
	Internal controls means a process, implemented by a LEA, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external use; and (c) Compliance with applicable laws and regulations.
§200.62	Internal Control Over Compliance Requirements for Federal Awards
	Internal control over compliance requirements for federal awards means a process implemented by a LEA designed to provide reasonable assurance regarding the achievement of the following objectives for federal awards: (a) Transactions are properly recorded and accounted for, in order to: (1) Permit the preparation of reliable financial statements and Federal reports; (2) Maintain accountability over assets; and (3) Demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award; (b) Transactions are executed in compliance with: (1) Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal program; and (2) Any other Federal statutes and regulations that are identified in the Compliance Supplement; and (c) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.
§200.201	Use of Grant Agreements (Including Fixed-Amount Awards), Cooperative Agreements, and Contracts
	(3) The LEA must certify in writing to the federal awarding agency or pass-through entity at the end of the federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the federal award must be adjusted.
§200.302	Financial Management
	(b)(4) Effective control over, and accountability for, all funds, property, and other assets. The LEA must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303 Internal Controls.
§200.303	Internal Controls

	The LEA must: (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the LEA is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls shall comply with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
§200.305	Payment
	(b)(6)(iv) A payment must not be made to a LEA for amounts that are withheld by the LEA from payment to contractors to assure satisfactory completion of work. A payment must be made when the LEA actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
§200.318	General Procurement Standards
	(a) LEAs must use its own documented procurement procedures which reflect applicable state and local laws and regulations provided that the procurements confirm to applicable federal law and regulations.
§200.321	Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
	(a) The LEA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
§200.324	Federal Awarding Agency or Pass-Through Entity Review
	(c)(2) The LEA may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's ability to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the LEA that it is complying with these standards. The LEA must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.
§200.325	Bonding Requirements
	(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
	(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
§200.328	Monitoring and Reporting Program Performance
	(a) The LEA is responsible for oversight of the operations of the federal award supported activities. The LEA must monitor its activities under federal awards to assure compliance with applicable federal requirements and performance expectations are being achieved. Monitoring by the LEA must cover each program, function or activity.

§200.400	Policy Guide
	(c) The LEA, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the federal award.
	(e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the LEA is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the LEA, the reasonableness and equity of such treatments should be fully considered. See § 200.56 Indirect (facilities & administrative (F&A)) costs.
§200.415	Required Certifications
	(a) To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the LEA, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, § 1001 and Title 31, §§ 3729-3730 and 3801-3812)." (b) Certification of cost allocation plan or indirect (F&A) cost rate proposal.
§200.427	Bonding Costs
	(a) Bonding costs arise when the federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the LEA. They arise also in instances where the LEA requires similar assurance, including: bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.
§200.430	Compensation-Personal Services
	(a) General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431 Compensation-Fringe Benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part.
§200.440	Standards for Documentation of Personnel Expenses
	(i) LEA personnel expenses must 1. Be supported by a system of internal controls which provides reasonable assurance charges are accurate, allowable and allocable; 2. Be incorporated into official records; 3. Reasonably reflect total activity for which employee is compensated; 4. Encompass all activities (federal and non-federal); 5. Comply with established accounting policies and practices; and 6. Support distribution among specific activities or cost objectives.
§200.433	Contingency Provisions
	(c) Payments made by the federal awarding agency to the LEA's "contingency reserve" or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§200.431 Compensation - fringe benefits regarding self-insurance, pensions, severance, and post-retirement health costs and 200.447 Insurance and indemnification.
§200.435	Defense and Prosecution of Criminal and Civil Proceedings, Claims, Appeals, and Patent Infringements

	(i) Costs which may be unallowable under this section, including directly associated costs, must be segregated and accounted for separately. During the pendency of any proceeding covered by paragraphs (b) and (f) of this section, the federal government must generally withhold payment of such costs. However, if in its best interests, the federal government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.
§200.521	Management Decisions
	(a) General. The management decision must clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee. While not required, the federal agency or pass-through entity may also issue a management decision on findings relating to the financial statements which are required to be reported in accordance with GAGAS.
App. II	F. CERTIFICATION.
	1. Certification of Charges To assure that expenditures for federal awards are proper and in accordance with the agreement documents and approved project budgets, the annual and/or final fiscal reports or vouchers requesting payment under the agreements will include a certification, signed by an authorized official of the LEA, which reads "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code, Title 18, § 1001 and Title 31, §§ 3729-3733 and 3801-3812)".

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☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA complies with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) including as outlined below:**
1. Parents or eligible students have the right to review the student's education records maintained by the LEA; to seek amendment of these records, and to consent to the disclosure to the personally identifiable information (PII) from education records.
2. The LEA annually notifies parents or eligible students of their rights under FERPA. The notice effectively informs parents and eligible students with disabilities, and/or parents and eligible students who have a primary or home language other than English.
3. The LEA gives full FERPA rights to either parent, unless the LEA has been provided with evidence that there is a court order, State statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.
4. When a student becomes an eligible student, the rights accorded to, and consent required of, parents transfer from the parents to the student. An eligible student is a student who has reached 18 years of age or is attending an institution of postsecondary education.

ELIZABETHTON CITY SCHOOL SYSTEM
BOARD OF EDUCATION
AGENDA SUMMARY

DEPARTMENT: SCHOOL NUTRITION

SUBJECT: RENEWAL OF BID 2022-2023-01-SN FOR BREAD AND BAKERY PRODUCTS FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

SUMMARY: An offer to renew the current bid for bread and bakery products was made to Bimbo Bakeries. The offer was accepted. All renewal documents were completed and returned. Price increases were in compliance with the guidelines set forth in the original bid.

ACCOUNT FUNDING: Account 143-73100-422 (Food Supplies)

NECESSARY BOARD ACTION: Motion to approve renewal of Bid 2022-2023-01-SN, the purchase of bread and bakery products from Bimbo Bakeries for the bid period July 1, 2023 through June 30, 2024.

APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:

_____ _____

Eddie Pless, Board Chairperson Richard VanHuss, Superintendent

_____ _____

Date Date

ELIZABETHTON CITY SCHOOL SYSTEM
BOARD OF EDUCATION
AGENDA SUMMARY

DEPARTMENT: SCHOOL NUTRITION

SUBJECT: RENEWAL OF BID 2022-2023-02-SN FOR MILK PRODUCTS FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

SUMMARY: An offer to renew the current bid for milk and ice cream products was made to Mayfield Dairy. The offer was accepted. All renewal documents were completed and returned. No price increases were requested.

ACCOUNT FUNDING: Account 143-73100-422 (Food Supplies)

NECESSARY BOARD ACTION: Motion to approve renewal of Bid 2022-2023-02-SN, the purchase of milk products from Mayfield Dairy for the bid period July 1, 2023 through June 30, 2024

APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:

_____ _____

Eddie Pless, Board Chairperson Richard VanHuss, Director of Schools

_____ _____

Date Date

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $500.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: HP Access Points -J9650A- ~~SN#~~

INVENTORY TAG NUMBER: SN# CN35D322VR, CN29DWY3TV, CN20DWY2D7

METHOD OF SALE/DISPOSAL: Disposal

SCHOOL/BUILDING WHERE ITEM IS HOUSED: System

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: 6-12-23
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $500.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Fortigate 110c sn# FG200C3608602067

Dell Poweredge ST# 28TJVQ2

Dell Poweredge M710 ST# BNQ2M72

Dell Poweredge M710 ST# 9NQ2MV2

HP E5046 Switch SN# SG27D*T2K2

(access points)

INVENTORY TAG NUMBER: 12143, 12168, 12169, 12170, 12151

METHOD OF SALE/DISPOSAL: Disposal

SCHOOL/BUILDING WHERE ITEM IS HOUSED ~~Post~~ District

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: 6-12-23
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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ITEM: Power Mat 24v Power Supply

Dell PowerEdge 5TH 8NYDHY1

Qty 144 HP Access Points - Attached sheet for Serial #'s

INVENTORY TAG NUMBER: ~~TH~~ 12171

METHOD OF SALE/DISPOSAL: Disposal

SCHOOL/BUILDING WHERE ITEM IS HOUSED: District

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: _____
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

AP Serial Number	Model	
cn14dwy0cm	j9650a	
cn26dwy3vk		
cn26dwy3vh		
cn26dwy3vb		
cn26dwy3vd		
cn16dwy3bk		
cn26dwy3v4		
cn26d3214d		
cn26dwy3tp		
cn26dwy3vf		
cn26dwy3rm		
cn26dwy3v8		
cn26dwy3v6		
cn26dwy3vg		
cn27dwy0g9		
cn26dwy3v9		
cn20dwy199		broken
cn26dwy3v5		
cn36d323jh	j9590a	
cn36d323w5		
cn36d323fm		
cn36d323fs		
cn36d322vf		
cn36d323fr		
cn36d323h7		
cn36d323h2		
cn36d323dd		
cn36d323h4		
cn36d323w4		
cn36d323jl		
cn36d323fn		
cn36d323h1		
cn36d323dp		
cn35d322v7		
cn36d322ty		
cn36d323fv		
cn36d323bm		
cn36d322sb		
cn36d323jm		
cn36d323jw		
cn35d322v2		
cn36d323fl		
cn36d323fg		
cn36d322th		
cn36d323jv		
cn36d323jq		

cn36d322v8
cn36d323ft
cn36d322tt
cn36d323js
cn36d323fb
cn36d323h8
cn36d323h9
cn36d323hc
cn35d322v4
cn36d323fp
cn36d323hd
cn36d323hh
cn36d323hg
cn36d323hf
cn35d322st
cn36d323dz
cn36d323dn
cn36d323jz
cn35d322vl
cn35d322vp
cn35d322vm
cn39d3211c
cn35d322vq
cn36d323hs
cn35d322v3
cn36d323j0
cn36d323dq
cn36d323vl
cn364323fk
cn36d323hz
cn36d323hw
cn36d323hv
cn36d323fq
cn36d323jy
cn36d323hb
cn6ad32021
cn36d322tr
cn27d322k9
cn26d3217l
cn36d323hy
cn36d323hx
cn35d322v6
cn36d323jp
cn36d323fh
cn36d323vv
cn36d323ht
cn36d323k1

cn36d323k2
cn35d322vc
cn36d322vd
cn36d323vs
cn36d323vn
cn36d323jn
cn36d323jb
cn36d323ff
cn36d323jg
cn36d323jf
cn36d323jc
cn36d323jk
cn36d323j9
cn36d323jd
cn36d323jj
cn35d322vw
cn36d32h5
cn36d323h3
cn35d322v1
cn36d323ds
sg9520dw6h j9374a
sg9520dw6c
sg9520dw50
sg9520dw1c
sg9520dw2j
sg9520dw8h
sg9520dw4w
sg9520dw4h
sg9520dw4y
sg9520dw8b
sg9530dw3h
sg9530dw36
sg9520dw89
sg9520dw6b
sg9210d041
sg9520dw11
sg9320d0hk
sg9490dw59
sg9530dw18
sg9520dw8y
sg9530dw3j
sg9520dw7z
sg9530dw2p
sg9520dw51
sg9520dw8r
sg9530dw4p
sg9490dwft

sg9520dw2p
sg9520dw85
sg9530dw20
sg9520dw9f

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Benchmark Teacher Materials and student workbooks

INVENTORY TAG NUMBER: n/a

METHOD OF SALE/DISPOSAL: _____

SCHOOL/BUILDING WHERE ITEM IS HOUSED: WSE

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: 5/25/23
Principal

AUTHORIZED BY: _____ DATE: 5/30/23
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: 90 desk (student desk)
40 student chairs
2 Rolling carts
Book shelf
Display Rack
10 particle board tables

INVENTORY TAG NUMBER: over head projector
6 devices used for students w/ mobility issues

METHOD OF SALE/DISPOSAL: Give away or throw away

SCHOOL/BUILDING WHERE ITEM IS HOUSED: West Side Elementary

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: 5/24/23
Principal

AUTHORIZED BY: _____ DATE: 5/30/23
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

L. Meier

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Brother Printer (64499)
Cardiac Monitor
Dragers Cardiac Monitor
(20) Dissection Kits
Blood Pressure Cuffs (4) - Broken

INVENTORY TAG NUMBER: _____

METHOD OF SALE/DISPOSAL: _____

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: Brian Gilbert DATE: _____
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Assessment Readiness - 110 Alg 1 - 18
Appreciating Literature - 37 Alg 2-14
Write Source - 10
Teen Success - 44
Write Source 10

INVENTORY TAG NUMBER: NA

METHOD OF SALE/DISPOSAL: Please advise method. gs

SCHOOL/BUILDING WHERE ITEM IS HOUSED: CTE Stem room

SALE/DISPOSAL AUTHORIZED BY: Principal DATE: 8/11/22

AUTHORIZED BY: Director of Schools DATE: 8/12/22

AUTHORIZED BY: Board Chairman DATE: _____

Book Disposal Form

TAD

Date: 5-16-2023

Book Title	Number of Copies	Teacher/Inventory List
Amplify 7B Raisin in the Sun Writing Notebooks/Journals	11 boxes of 25	Shelton/Henry/Ridley

Administrator Signature: _____

Date: 5/16/2023

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than $250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Brother Printer (X2) 003824; and ser. no. U62804MON 111305

INVENTORY TAG NUMBER: 003824; the other was removed ser. no. above.

METHOD OF SALE/DISPOSAL: Discard removal

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: 5-24-23
Principal

AUTHORIZED BY: _____ DATE: 5/24/23
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Three.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

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

and the Architect:
(Name, legal status, address and other information)

Thomas Weems Architect
3203 Hanover Road
Johnson City, Tennessee 37604
Telephone: 423-952-2700

for the following Project:
(Name, location and detailed description)

A New Field House Building For
Elizabethton High School
907 Jason Witten Way
Elizabethton, Tennessee 37643
TWA Project 022-017

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

School Site: 907 Jason Witten Way, Elizabethton, Tennessee 37643.

Owner's Program: Exhibit A - TWA Alternate No. 1 Preliminary Plans dated June 13, 2022.

Owner's Budget for the Cost of the Work: Exhibit B – Elizabethton Field House Budget Estimate 90' x 180' (16,200 SF) dated July 5, 2022.

Owner's Schedule: Solicit Competitive Bids in Fourth Quarter of 2023.

Owner's Consultant(s):
McCurry Environmental Consulting, 112 East Myrtle Avenue, Johnson City, Tennessee 37601.
Foundation Systems Engineering, 3002 Industrial Drive, Johnson City, Tennessee 37604.

Architect's Consultant(s):
Civil Engineering: THP, Inc., 7 Worth Circle, Johnson City, Tennessee 37601
Structural Engineering: Spoden and Wilson Consulting Engineers, 430 Clay Street, Kingsport, Tennessee 37660
Mechanical Engineering: Mechanical Design Services, P O Box 10025, Knoxville, Tennessee 37919
Electrical Engineering: Vreeland Engineers, Inc., 3107 Sutherland Avenue, Knoxville, Tennessee 37919

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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schedule, the Architect's services and the Architect's compensation. The Owner shall ~~adjust~~ consider adjusting the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 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.~~Electronic communication shall be in .pdf or Word format.

§ 1.3.1 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,~~ inan agreement , 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand Dollars and Zero Cents ($ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) each accident, One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) each employee, and One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) policy limit.

.4 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 ~~The Architect shall assist the Owner in connection with the Owner's responsibility for filing~~ Subject to approval in advance by the Owner, the Architect shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the ~~Work.~~Work , provided, however, that the Architect shall inform the Owner of the specific alternative materials, building systems or equipment that are included in any design documents.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

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§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document ~~A104™ 2017, Standard Abbreviated~~ A 101 - 2017, Standard Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document ~~A104–2017, those modifications shall not affect~~ A 101 –2017, the Architect's services under this Agreement ~~unless the Owner and the Architect amend this Agreement.~~shall be modified accordingly.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's 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.

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§ 3.4.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 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. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. (Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

1. Interior Architectural Design: Included with Basic Service.

2. Coordination of Owner's Consultants: Additional Service.

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§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services ~~( ) visits to the site by the Architect during construction.~~ Two (2) visits to the site Each Month by the Architect during construction provided that such site visits exceeding a total of Twenty (20) will be charged as Additional Services. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

~~**§ 5.10** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's ~~budget.~~ budget provided, however, that the Architect shall inform the Owner of the specific contingencies, materials, equipment, component systems, types of construction, reasonable adjustments or design alternates that are included in any estimates of the Cost of The Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The ~~Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The~~ terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A104–2017, Standard Abbreviated~~ A 101–2017, Standard Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, 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 this Agreement. 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.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

~~[–] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[–]~~ **X**] Other: *(Specify)*

Court of competent jurisdiction in either Carter County, Tennessee or Federal District Court in Greeneville, Tennessee.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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.~~

~~**§ 8.3.1.1** 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, dispute or other matter in question 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, dispute or other matter in question.~~

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~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, 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).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, 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.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~**.1** Termination Fee:~~

~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document ~~A104–2017, Standard Abbreviated~~ A 101–2017, Standard Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~.1 Stipulated Sum~~
~~*(Insert amount)*~~

~~.2~~ **2** Percentage Basis
(Insert percentage value)

(Seven and One-Half (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~.3 Other~~
~~*(Describe the method of compensation)*~~

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Interior Architectural Design: Included with Basic Services.

Coordination of Owner's Consultants: TWA Hourly Fee Rate Schedule dated May 22, 2023.
Fees for Additional Services to be submitted and approved by the Elizabethton City Schools prior to the Architect proceeding with any required Additional Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

TWA Hourly Fee Rate Schedule dated May 22, 2023.

Fees for Additional Services to be submitted and approved by the Elizabethton City Schools prior to the Architect proceeding with any required Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants, provided use of such consultants is agreed in advance by the Architect and Owner when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (~~%),~~ 10%), or as follows:

N / A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)
Total Basic Compensation	~~one hundred~~ One Hundred	percent (	100	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. Such rates may be revised by agreement of the Owner and Architect if completion of the Project exceeds twelve months from the effective date of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

TWA Hourly Fee Rate Schedule dated May 22, 2023.

Employee or Category	Rate
N / A.	N / A

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
~~**.8** Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;~~
.9 All taxes levied on professional services and on reimbursable expenses;
~~**.10** Site office expenses; and~~
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect
§ 11.9.1 Initial Payment
An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments
§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest ~~at the rate entered below, or in the absence thereof~~ at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
~~%~~

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§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including Attorney's fees and costs of expert witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed One Million Dollars and Zero Cents ($1,000,000.00). It is intended that this limitation apply to any and all liability or cause however alleged or arising, unless otherwise prohibited by law. The limitation of liability would not apply to acts of gross negligence by the Architect.

§ 12.2 OWNER AS A SOVEREIGN ENTITY. Architect stipulates that OWNER is a political subdivision of the state of Tennessee, and, as such may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Tennessee. Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by the OWNER of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow the OWNER to agree to the disclaimer of warranties, such exclusion may not be applicable to the OWNER, and such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. The OWNER reserves all rights afforded to local governments under law for all general and implied warranties. Nothing in this Agreement shall constitute a debt or pledge of the full faith and credit of OWNER.

§ 12. 3 BACKGROUND CHECKS. Architect shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Architect shall further ensure that no employees of Architect who may have direct contact with school children or who will come on or about school property when children are present have been determined by the department of children's services or a court of law to have committed child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to Tennessee Code Annotated, Title 37. Architect shall ensure that consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

§ 12. 4 CERTIFICATION REGARDING ISRAEL. By execution of this Agreement, Architect certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

§ 12. 5 LEGAL COMPLIANCE. Architect and its representatives and consultants shall comply with all federal, state, municipal and local laws, ordinances, codes, laws, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination of employment, fair employment practices, whether or not specifically provided for in this Agreement, without additional charge or expense to OWNER, and shall also be responsible for, and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its work. This paragraph does not create any duty on the part of the Architect to provide for, monitor, inspect, supervise or control or in any way be responsible for safety provisions related to the construction phase of the project; whether as related to the safety of the construction site, workers, suppliers, equipment, or any aspect of construction unless Architect knows of such unsafe condition and fails to reasonably act. As the term "safety" is used herein, it is intended to require that Architect provide for the safety of its employees during the course of its employees' work on this project wherever located.

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§ 12. 6 NO PERSONAL LIABILITY. No board member, administrator, official, agent or employee of OWNER shall be personally liable to any Architect, Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by OWNER; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203–2013 incorporated into this agreement.)*~~

AIA Document A201-2007, General Conditions for the Contract for Construction, provided that where inconsistent with this AIA Document B104-2017, the terms of AIA Document B104-2017 shall prevail.

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit 'A': Exhibit A - TWA Alternate No. 1 Preliminary Plans dated June 13, 2022.

Exhibit 'B': Elizabethton Field House Budget Estimate 90' x 120' (10,800 SF) dated July 5, 2022.

Exhibit 'C': TWA Hourly Fee Rate Schedule dated May 22, 2023.

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
Professional Liability Insurance Certificate.

General Liability and Workmen Compensation Insurance Certificate.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Mr. Richard Van HussDirector Elizabethton City Schools	Thomas Weems AIA Thomas Weems Architect
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:56:29 ET on 06/08/2023 under Order No. 4104241310 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or ~~address)~~address)A New Field House Building For
Elizabethton High School
907 Jason Witten Way
Elizabethton, Tennessee 37643
TWA Project 022-017

THE OWNER:
(Name, legal status and address)

Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

THE ARCHITECT:
(Name, legal status and address)

Thomas Weems Architect
3203 Hanover Road
Johnson City, Tennessee 37604
Telephone: 423-952-2700

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

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3 CONTRACTOR

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5 SUBCONTRACTORS

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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 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, (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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

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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.

§ 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.

§ 1.3 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

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.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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" means the Owner or the Owner's authorized representative.

~~**§ 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.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 a ten-day period after receipt of written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 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.

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§ 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.

§ 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 2.2.3, 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 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.

§ 3.2.3 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 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.

§ 3.5 WARRANTY

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.

§ 3.6 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 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 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.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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.

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§ 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; 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.

§ 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 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 the way by which 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. 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.

§ 3.12.6 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.

§ 3.12.7 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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, 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, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 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.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

§ 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 and Architect. Consent shall not be unreasonably withheld.

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

§ 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 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.

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 matters relating to aesthetic effect 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 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.

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§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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.

§ 5.4 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 in writing; 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 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such 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

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

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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.

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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 alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 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.

§ 7.3 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.

§ 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 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including 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 related to the Work; and

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

§ 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.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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 Agreement.

§ 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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.

§ 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

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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.

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 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.

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§ 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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' written 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 shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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.

§ 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.

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§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.9 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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.

§ 9.10.2 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

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§ 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 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 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; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

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.

§ 10.2 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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.

§ 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, except damage or loss 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.

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§ 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, written notice of such 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.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~**§ 10.3.3** To the fullest extent permitted by law, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.

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~~**§ 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in ~~transit.~~transit from the Contractor's storage to the Project site.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

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§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

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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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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.

§ 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 an 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. 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. 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 2.4.

§ 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 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.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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.

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§ 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 except that, 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, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 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. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such ~~termination, and damages.~~ termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly 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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 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 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, 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, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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 as described in 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 written 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 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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.

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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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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§ 15.2.2 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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.~~

§ 15.3 MEDIATION

§ 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 15.1.6 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.

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§ 15.3.3 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.

§ 15.4 ARBITRATION

§ 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:54:20 ET on 06/08/2023 under Order No. 4104241310 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™ – 2007, General Conditions of the Contract for Construction,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

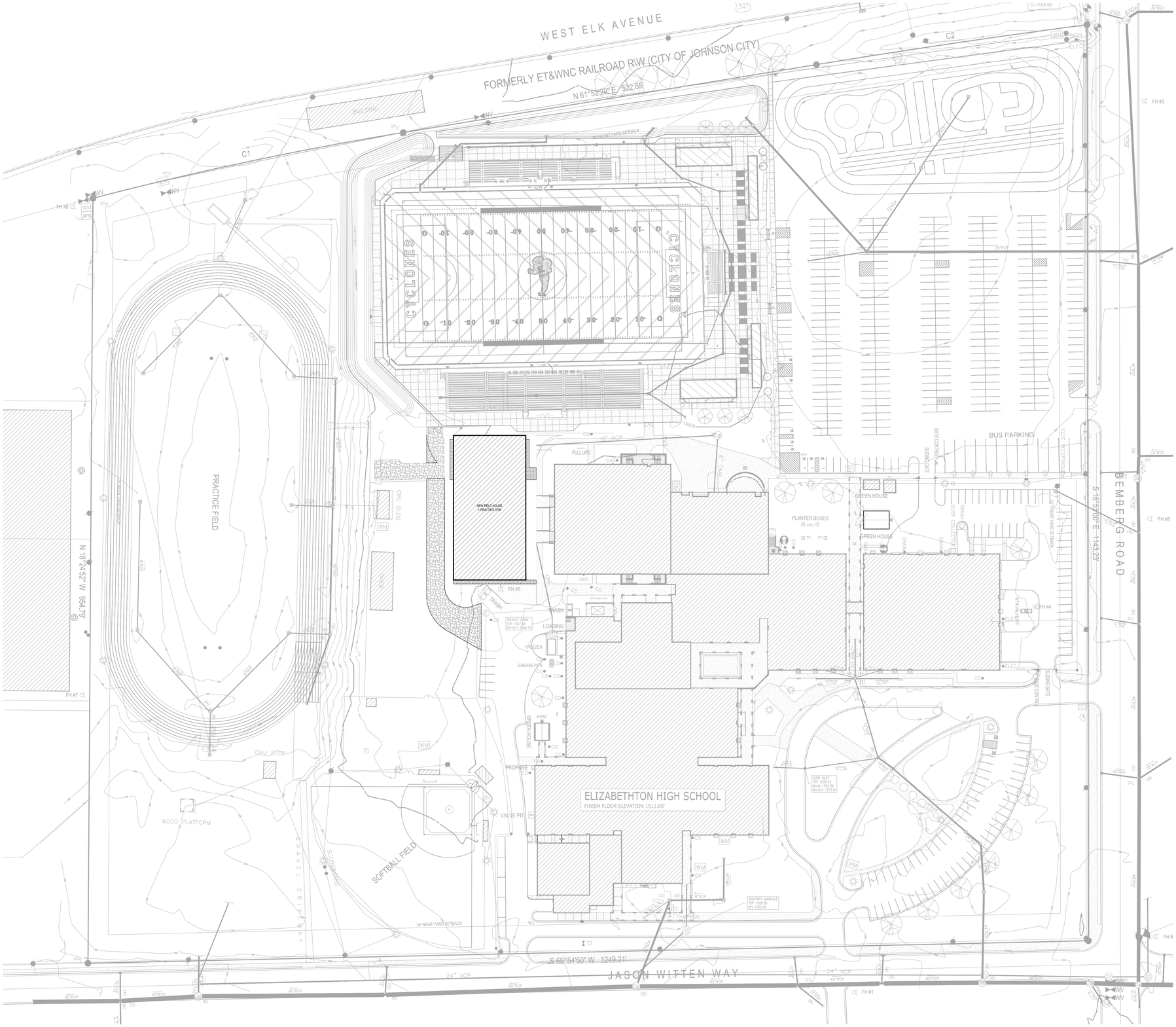
_____

(Title)

_____

(Dated)

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1 **SITE PLAN - ALTERNATE NO. 1**
1" = 50'-0"

0' 25' 50' 100'

twa
THOMAS WEEMS ARCHITECT

3203 HANOVER ROAD
JOHNSON CITY, TN 37604
phone: 423-952-2700
fax: 423-952-2702
www.thomasweemsarchitect.com

NEW FIELD HOUSE BUILDING FOR:

ELIZABETHTON HIGH SCHOOL

907 JASON WITTEN WAY
ELIZABETHTON, TENNESSEE 37643

NOT FOR CONSTRUCTION

06.07.2022 PROGRESS SET

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REVISIONS

PROJECT NO. 022-017

ISSUE DATE TBD

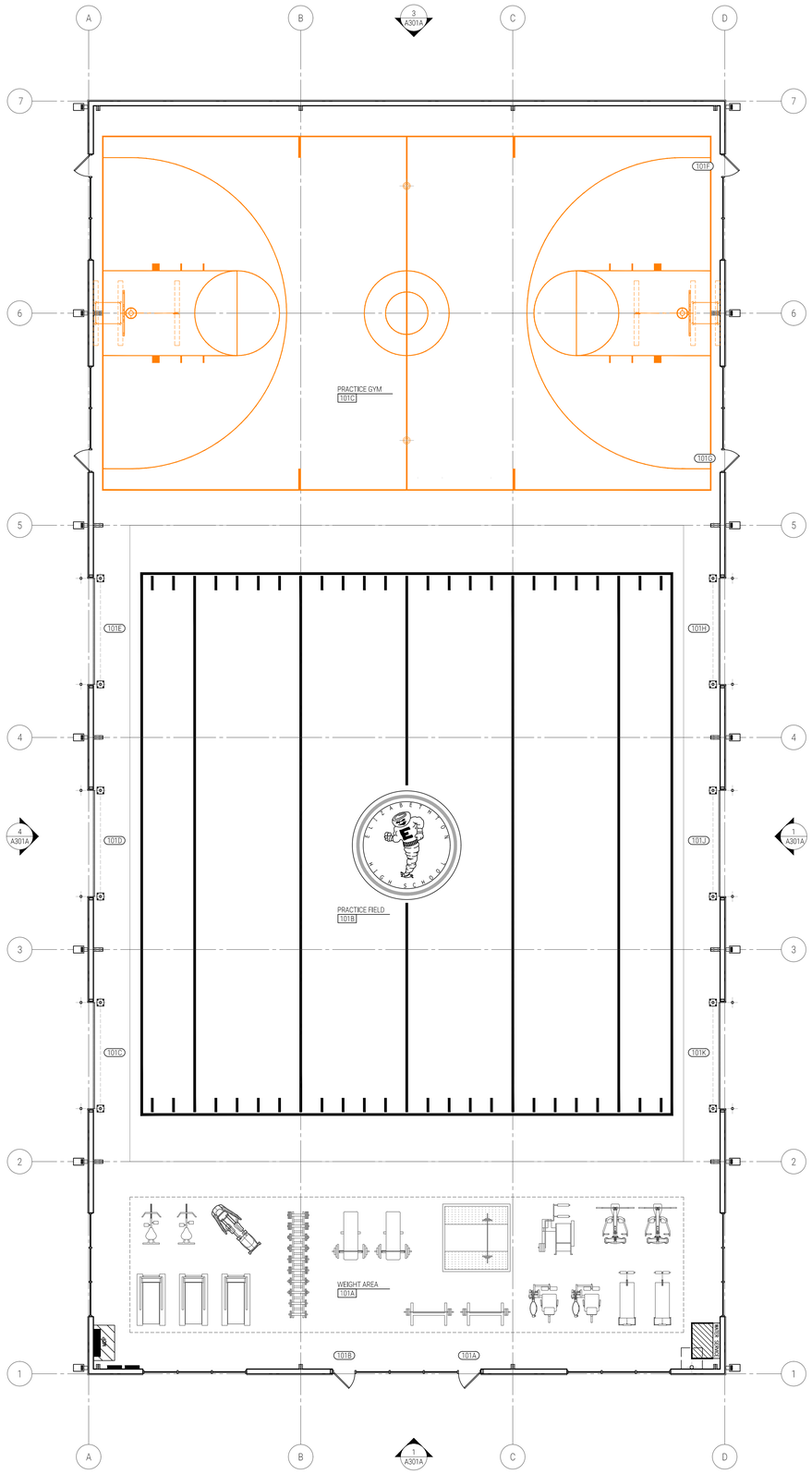
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ALTERNATE NO. 1
SITE PLAN

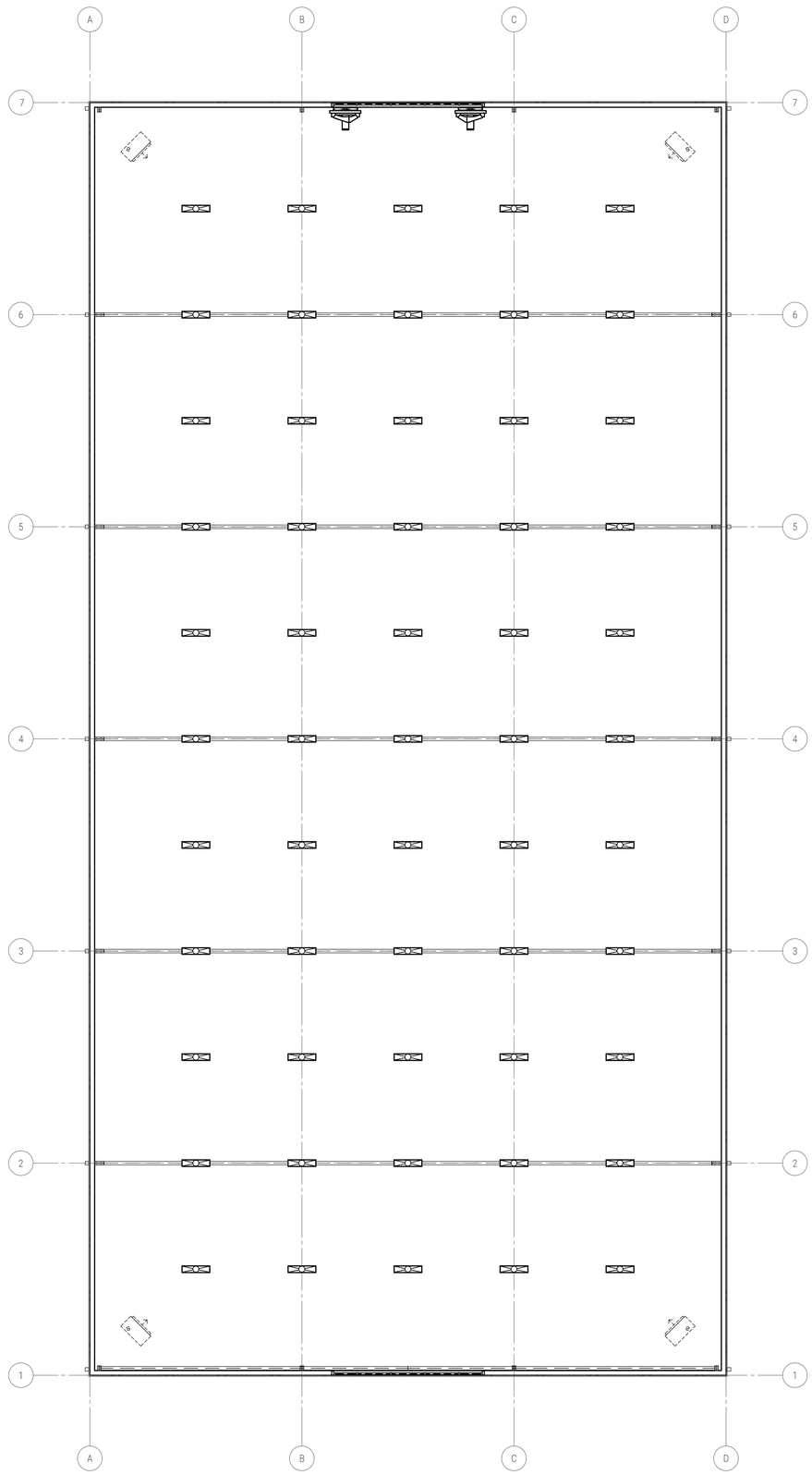
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AS101A

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1 FLOOR PLAN - ALTERNATE NO. 1
1/8"=1'-0"



2 CEILING PLAN - ALTERNATE NO. 1
1/8"=1'-0"

GENERAL NOTES - FLOOR PLAN

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDITION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCITON.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
4	DIMENSIONS MARKED "V.I.F." OR "VERIFY" SHALL BE VERIFIED IN FIELD PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT IF SUCH DIMENSIONS DIFFER FROM FIELD CONDITIONS.
5	ALL INTERIOR WALL CONSTRUCTION TO BE NON-RATED STEEL STUD PARTITIONS UNLESS OTHERWISE NOTED.
6	ALL PARTITIONS ARE DIMENSIONED TO THE FINISHED FACE OF THE PARTITION UNLESS NOTED OTHERWISE.
7	PROVIDE METAL WALL BLOCKING/ANCHOR STRIPS FOR ALL WALL MOUNTED ACCESSORIES, EQUIPMENT AND MISCELLANEOUS ITEMS.
8	DOORS SHALL BE LOCATED IN ACCORDANCE WITH ONE OF THE FOLLOWING UNLESS OTHERWISE NOTED: HINGE JAMBS SHALL BE LOCATED 4 INCHES FROM INSIDE CORNERS OF WALLS, OR DOORS/OPENING SHALL BE CENTERED ON WALL/BAY.
9	FEC-1 INDICATES RECESSED FIRE EXTINGUISHER CABINET & FEC-2 INDICATES SEMI-RECESSED FIRE EXTINGUISHER CABINET.

GENERAL NOTES - RCP

1	SEE MECHANICAL, ELECTRICAL, AND FIRE PROTECTION DRAWINGS FOR MORE INFORMATION ON LIGHT FIXTURES AND OTHER CEILING ITEMS.

RCP LEGEND

	EXPOSED CEILING / STRUCTURE, PAINT ALL EXPOSED MEP, DECK & STRUCTURE
	LED LIGHT FIXTURE, 1' X 4'
	EXIT LIGHT, CEILING MOUNTED
	EXIT LIGHT, WALL MOUNTED
	EXIT / EMERGENCY LIGHT, WALL MOUNTED
	EMERGENCY LIGHT, WALL MOUNTED
	SPRINKLER HEAD, CEILING MOUNTED
	SPRINKLER HEAD, WALL MOUNTED

THOMAS WEEMS ARCHITECT

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phone: 423-952-2700
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NEW FIELD HOUSE BUILDING FOR:

ELIZABETHTON HIGH SCHOOL

907 JASON WITTEN WAY
ELIZABETHTON, TENNESSEE 37643

NOT FOR CONSTRUCTION

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PROJECT NO. 022-017

ISSUE DATE TBD

TITLE

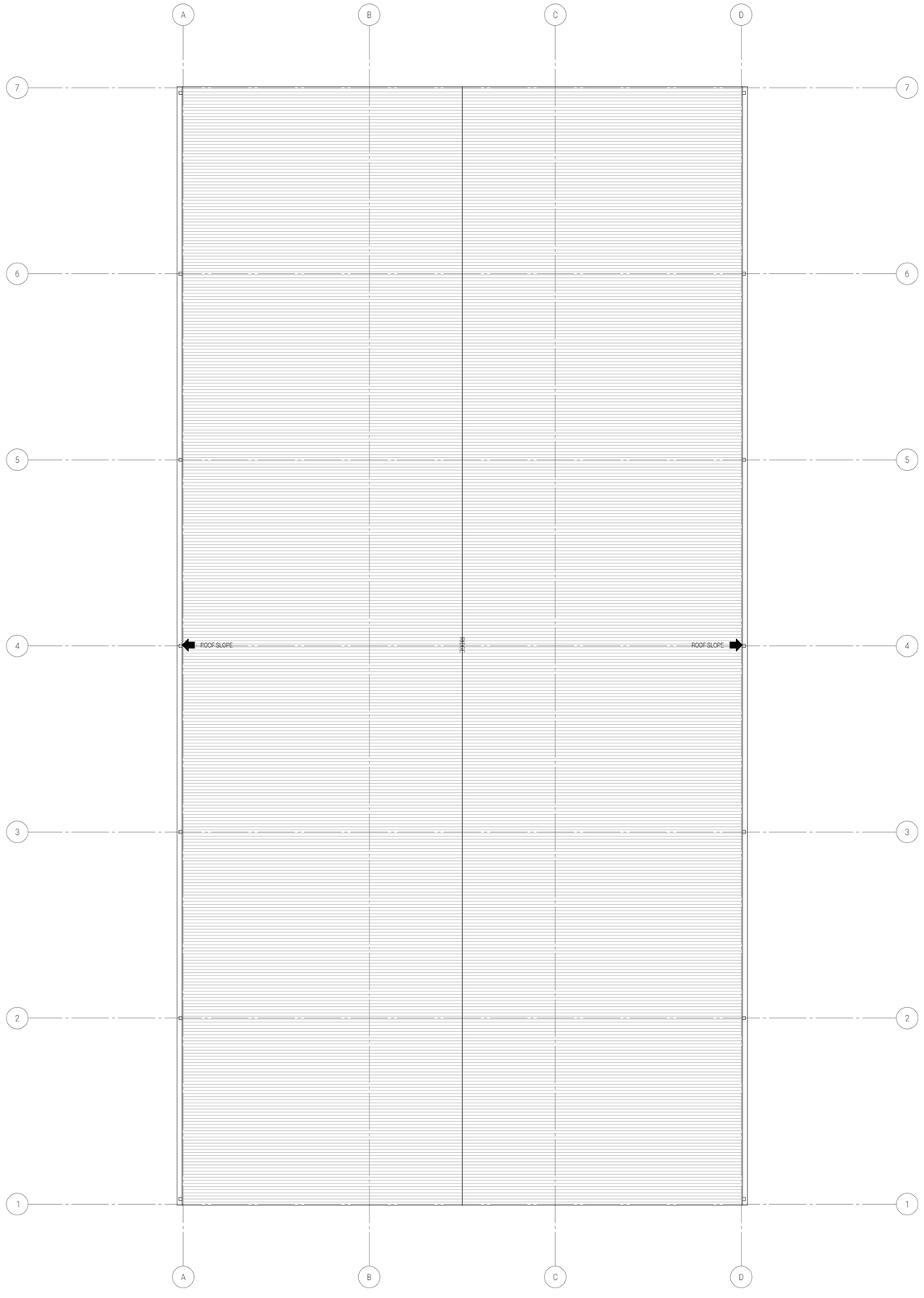
ALTERNATE NO. 1
FLOOR & CEILING PLAN

SHEET

A101A

0' 2' 4' 8' 16'

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1 **ROOF PLAN - ALTERNATE NO. 1**
1/8"=1'-0"

GENERAL NOTES - ROOF PLAN

1	COORDINATE INSTALLATION OF ROOFING WITH OTHER TRADES. REPORT CONFLICTS WITH ITEMS INSTALLED BY OTHER TRADES TO ARCHITECT.
2	ROOF CURBS FOR EXHAUST FANS, HVAC EQUIPMENT AND CONDENSING UNITS SHALL HAVE CURB HEIGHT THAT WILL ALLOW FOR MINIMUM OF 8" BASE FLASHING HEIGHTS.
3	PROVIDE LEAK BARRIER ALONG ALL SURFACES OF ANY ROOF AREA WITH A SLOPE LESS THAN 4:12.
4	EXPOSED METAL FLASHING AND TRIM PIECES TO BE GALVANIZED STEEL. SEE SPECIFICATIONS FOR GAGE SIZE, FINISH, AND COATING.
5	ALL WOOD BLOCKING AT ROOF EDGES TO BE TREATED.
6	COORDINATE WITH STRUCTURAL FOR ALL RTU AND ROOF PENETRATION SUPPORT
7	COORDINATE ROOFTOP EQUIPMENT PLACEMENT & PENETRATION REQUIREMENTS WITH MEP. REFER TO MECHANICAL FOR ROOF CURBS, PIPE SUPPORTS, AND OTHER MECHANICAL ACCESSORIES.
8	DIMENSIONS MARKED "V.I.F." OR "VERIFY" SHALL BE VERIFIED IN FIELD PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT IF SUCH DIMENSIONS DIFFER FROM FIELD CONDITIONS.
9	PROVIDE FLASHING PER MANUFACTURER'S DETAILS AT ALL ROOF SYSTEM PENETRATIONS.

ROOF PLAN LEGEND

STANDING SEAM METAL ROOF PANELS

0' 2' 4' 8' 16

THOMAS WEEMS ARCHITECT

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NEW FIELD HOUSE BUILDING FOR:

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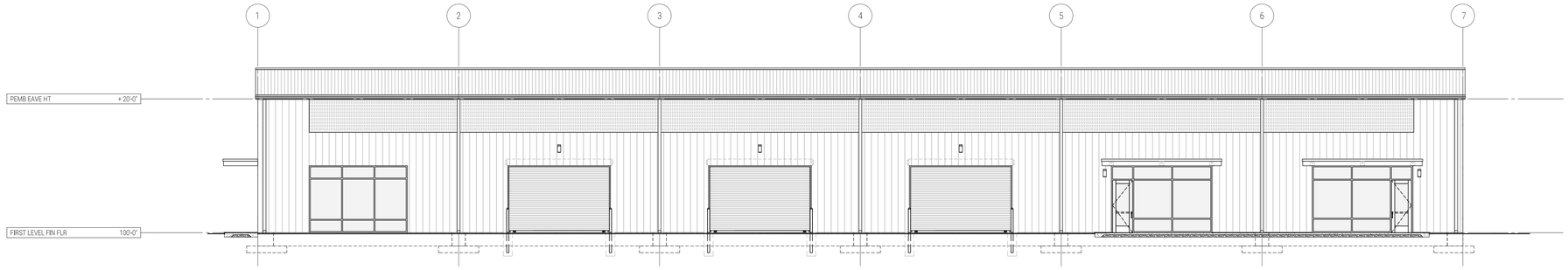
PROJECT NO. 022-017
ISSUE DATE TBD
TITLE

ALTERNATE NO. 1
ROOF PLAN

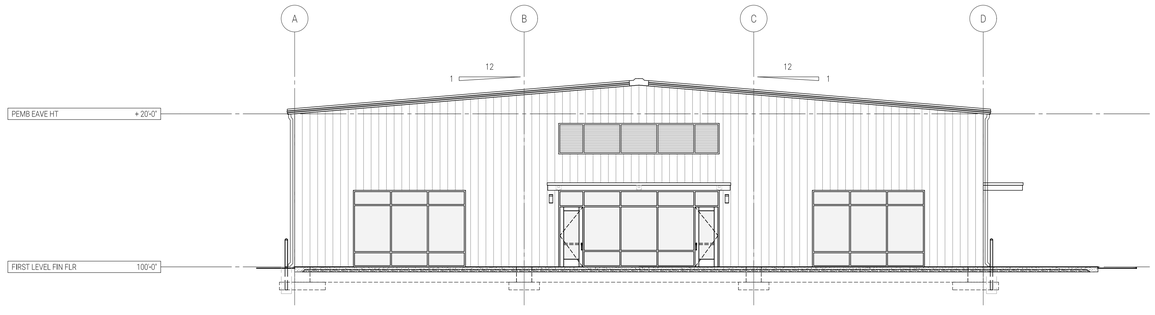
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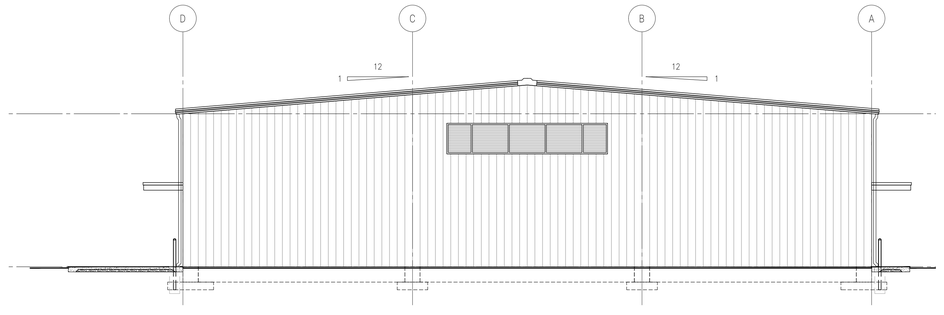
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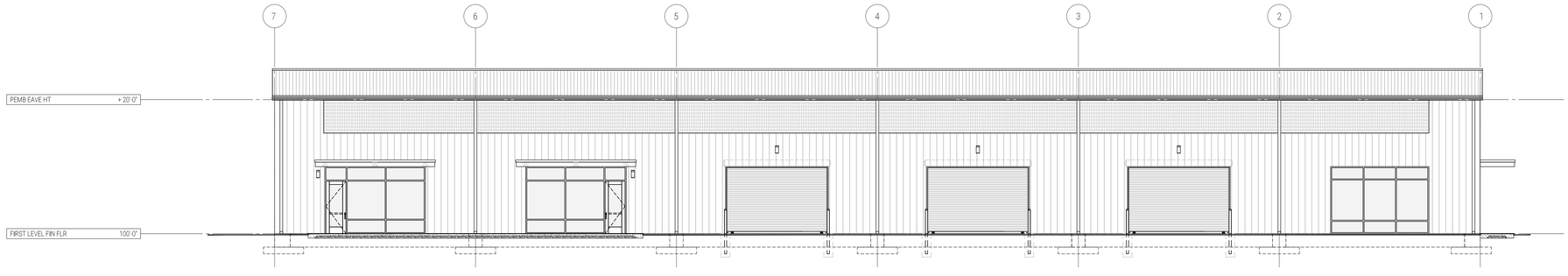
1 BUILDING ELEVATION - ALT. NO. 1
1/8"=1'-0"





2 BUILDING ELEVATION - ALT. NO. 1
1/8"=1'-0"

3 BUILDING ELEVATION - ALT. NO. 1
1/8"=1'-0"



4 BUILDING ELEVATION - ALT. NO. 1
1/8"=1'-0"

0' 2' 4' 8' 16'

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NEW FIELD HOUSE BUILDING FOR:

ELIZABETHTON HIGH SCHOOL

907 JASON WITTEN WAY
ELIZABETHTON, TENNESSEE 37643

NOT FOR CONSTRUCTION

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REVISIONS

PROJECT NO 022-017

ISSUE DATE TBD

TITLE

ALTERNATE NO. 1
BUILDING ELEVATIONS

SHEET

A301A

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Elizabethton Field House Budget Estimate 90'x120' (10,800 SF)

Insurance/ P&P Bond	$	37,000.00
Permits	$	6,000.00
General Conditions	$	112,000.00
Site Work- Storm Drainage	$	180,000.00
Relocate Utilities	$	50,000.00
Concrete Foundations/ Slabs	$	175,000.00
PEMB Building/ Insulation	$	425,000.00
Misc Steel	$	25,000.00
Doors/ Hardware/ OH Doors	$	50,000.00
Glass/ Glazing	$	35,000.00
Accessories	$	2,000.00
Painting	$	25,000.00
Exterior Concrete	$	20,000.00
Landscaping	$	10,000.00
Field Turf (Owner Estimate)	$	170,000.00
Electrical/ Comm	$	240,000.00
HVAC/ Plumbing	$	215,000.00
Subtotal	**$**	**1,777,000.00**
Owners/ Builder Contingency	$	100,000.00
P&O	$	275,000.00
Total	**$**	**2,152,000.00**

Elizabethton Field House Budget Estimate 90'x180' (16,200 SF)

Insurance/ P&P Bond	$	46,000.00
Permits	$	7,400.00
General Conditions	$	126,000.00
Site Work- Storm Drainage	$	200,000.00
Relocate Utilities	$	50,000.00
Concrete Foundations/ Slabs	$	250,000.00
PEMB Building/ Insulation	$	550,000.00
Misc Steel	$	25,000.00
Doors/ Hardware/ OH Doors	$	50,000.00
Glass/ Glazing	$	45,000.00
Accessories	$	2,000.00
Painting	$	30,000.00
Exterior Concrete	$	20,000.00
Landscaping	$	10,000.00
Field Turf (Owner Estimate)	$	170,000.00
Hardwood Court 60'x90'	$	100,000.00
Basketball Goals/ Pads	$	45,000.00
Sprinkler System	$	85,000.00
Electrical/ Comm	$	290,000.00
HVAC/ Plumbing	$	325,000.00
Subtotal	**$**	**2,426,400.00**
Owners/ Builder Contingency	$	100,000.00
P&O	$	340,000.00
Total	**$**	**2,866,400.00**

A New field House Bldg For
Elizabethton High School
907 Jason Witten Way
Elizabethton, Tennessee 37643
TWA Project #022-017

HOURLY FEE RATE SCHEDULE - 2023

A. JOB CLASSIFICATION HOURLY BILLING RATES:

Thomas Weems Architect (Architectural)

Principal Architect	$185.00 / Hour
Staff Architect	$125.00 / Hour
Architectural Designer / CAD Operator	$100.00 / Hour
Interior Designer / CAD Operator	$100.00 / Hour
Clerical	$ 50.00 / Hour

Tysinger, Hampton & Partners, Inc. (Civil)

Expert Witness – All Fields	$255.00 / Hour
Principals	$185.00 / Hour
Director of Civil	$140.00 / Hour
Senior Project Leader – Civil	$110.00 / Hour
Project Leader – Civil	$ 90.00 / Hour
Project Manager – Civil	$ 80.00 / Hour
Senior Designer – Civil	$ 75.00 / Hour
Stormwater Reporting	$ 70.00 / Hour
Designer – Civil	$ 65.00 / Hour
CAD Operator 1	$ 60.00 / Hour
CAD Operator 2	$ 55.00 / Hour
CAD Operator 3	$ 50.00 / Hour
Technician – Civil	$ 50.00 / Hour
CEI – Engineering Field Representative	$ 60.00 / Hour

Spoden and Wilson Consulting Engineers (Structural)

Principal Engineer	$150.00 / Hour
Staff Engineer	$100.00 / Hour
Structural Draftsman – CAD Operator	$ 75.00 / Hour
Clerical	$ 50.00 / Hour

Mechanical Design Services (HVAC, Plumbing and Fire Protection)

Principal Engineer	$185.00 / Hour
Staff Engineer	$145.00 / Hour
Engineering Intern - II/PM	$110.00 / Hour
Graduate Engineer	$ 90.00 / Hour

Senior Designer – II	$ 95.00 / Hour
Senior Designer – I	$ 75.00 / Hour
Mechanical Designer	$ 65.00 / Hour
Clerical	$ 50.00 / Hour

Vreeland Engineers, Inc. (Electrical)

Principal Engineer	$150.00 / Hour
Staff Engineer	$125.00 / Hour
Staff Designer	$ 90.00 / Hour
Electrical Draftsman – CAD Operator	$ 75.00 / Hour
Electrical Field Inspector	$ 75.00 / Hour
Clerical	$ 50.00 / Ho

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thomasweemsarchitect.com

RENOVATIONS TO:

ELIZABETHTON ALTERNATIVE SCHOOL, CONFERENCE CENTER, AND SOCIAL WORK

402 BEMBERG ROAD
ELIZABETHTON, TENNESSEE 37643

PROJECT ISSUE DATE : MAY 15, 2023

TWA PROJECT NO. 022-020

OWNER :

ELIZABETHTON CITY SCHOOLS
804 SOUTH WATAUGA AVENUE
ELIZABETHTON, TENNESSEE 37643







ARCHITECT :

THOMAS WEEMS ARCHITECT
3203 HANOVER ROAD
JOHNSON CITY, TENNESSEE 37604
Contact: THOMAS WEEMS
E: tom@thomasweemsarchitect.com
P: (423) 952-2700

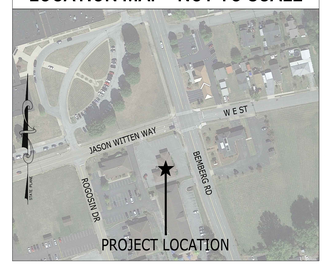
PLUMBING / MECHANICAL :

MECHANICAL DESIGN SERVICES
P.O. BOX 10025
KNOXVILLE, TENNESSEE 37919
Contact: HENRY WELCH
E: henrywelch2644@gmail.com
P: (865) 617-3181

ELECTRICAL :

VREELAND ENGINEERS INC.
P.O. BOX 10648
KNOXVILLE, TENNESSEE 37939
Contact: HAROLD DAMRON
E: hdamron@vreelandengineers.com
P: (865) 637-4451

LOCATION MAP - NOT TO SCALE



UTILITY LIST

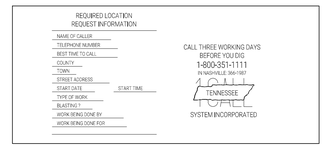
UTILITY:	WATER
NAME:	CITY OF ELIZABETHTON
ADDRESS:	729 S SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	JONATHAN PLEASANT
PHONE:	(423) 297-4736
UTILITY:	SANITARY SEWER
NAME:	CITY OF ELIZABETHTON
ADDRESS:	729 S SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	JONATHAN PLEASANT
PHONE:	(423) 297-4736
UTILITY:	NATURAL GAS
NAME:	ATMOS ENERGY
ADDRESS:	POST OFFICE BOX 177, JOHNSON CITY, TN 37601
CONTACT:	JIM HOIT
PHONE:	(423) 926 - 2122 Ext. 235
UTILITY:	ELECTRICITY
NAME:	ELIZABETHTON ELECTRIC SYSTEM
ADDRESS:	400 HATCHER LANE, ELIZABETHTON, TN 37643
CONTACT:	GLEN GOUGE
PHONE:	(423) 542-1100

RESPONDING FIRE DEPARTMENT

NAME:	ELIZABETHTON FIRE DEPARTMENT
ADDRESS:	121 SOUTH SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	JEREMIAH TOLLEY - FIRE MARSHALL / CAPTAIN
PHONE:	(423) 547-6389
E-MAIL:	jtolley@cityofelizabethton.org

LOCAL BUILDING OFFICIAL

NAME:	CITY OF ELIZABETHTON BUILDING DEPARTMENT
ADDRESS:	136 S SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	STEVE DONNOLLY - CHIEF BUILDING OFFICIAL
PHONE:	(423) 547-6234



FIRE ALARM SYSTEM WILL REQUIRE SEPARATE SHOP DRAWINGS AND PERMIT.

SPRINKLER SYSTEM WILL REQUIRE SEPARATE SHOP DRAWINGS AND PERMIT.

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PLUMBING
MECHANICAL

MECHANICAL DESIGN SERVICES
P.O. BOX 10025
KNOXVILLE, TN 37919

ELECTRICAL

VREELAND ENGINEERS
3107 SUTHERLAND AVE
KNOXVILLE, TN 37919



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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023
TITLE:

COVER SHEET

SHEET

G000

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DRAWING INDEX

SHEET NUMBER	SHEET NAME	FINAL CD SET 05.15.2023
GENERAL		
G000	TITLE SHEET AND LOCATION MAP	X
G001	DRAWING INDEX	X
G002	SYMBOL LEGEND	X
G003	PARTITION TYPES	X
LIFE SAFETY		
LS101	LIFE SAFETY PLAN & CODE DATA	X
ARCHITECTURAL DEMOLITION		
ADS101	ARCHITECTURAL DEMOLITION SITE PLAN	X
AD101	DEMOLITION BUILDING PLANS	X
AD103	DEMOLITION BUILDING ELEVATIONS	X
ARCHITECTURAL		
AS101	ARCHITECTURAL SITE PLAN	X
AS111	SITE DETAILS - FENCE AND MISCELLANEOUS	X
A101	FLOOR PLAN	X
A111	PLAN DETAILS	X
A121	ROOF PLAN	X
A201	CEILING PLAN	X
A301	BUILDING ELEVATIONS	X
A401	BUILDING SECTIONS	X
A601	DOOR SCHEDULE	X
A711	INTERIOR ELEVATIONS AND CASEWORK DETAILS	X
A800	FINISH SCHEDULE	X
A801	FINISH FLOOR PLAN	X

SHEET NUMBER	SHEET NAME	FINAL CD SET 05.15.2023
MECHANICAL		
DM101	FLOOR PLAN - HVAC DEMOLITION	X
M001	LEGEND AND SCHEDULES - HVAC	X
M101	FLOOR PLAN - HVAC	X
M201	SPECIFICATION - HVAC	X
M301	DETAILS - HVAC	X
M302	SECTIONS - HVAC	X
PLUMBING		
DP101	FLOOR PLAN - PLUMBING DEMOLITION	X
P001	LEGEND, SCHEDULES, & DETAILS - PLUMBING	X
P100	SITE PLAN - PLUMBING	X
P101	FLOOR PLAN - SANITARY	X
P102	FLOOR PLAN - WATER & GAS	X
P201	SPECIFICATIONS - PLUMBING	X
ELECTRICAL		
E101	FLOOR PLAN - LIGHTING	X
E102	FLOOR PLAN - POWER	X
E103	FLOOR PLAN - COMMUNICATIONS AND HVAC WIRING	X
E200	SCHEDULES, LEGEND, AND DETAILS	X
E201	PANELBOARDS AND FEEDER DIAGRAM	X

twa
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phone: 423-952-2700
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PROJECT NO.	022-020
ISSUE DATE	MAY 15, 2023
TITLE	DRAWING INDEX
SHEET	G001

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ABBREVIATIONS

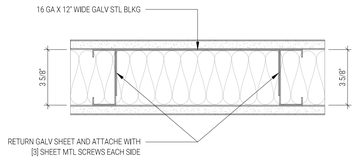
ABV	ABOVE	GA	GUAGE	R	RISER
A/C	AIR CONDITIONING	GALV	GALVANIZED	RB	RUBBER BASE
ACOUS	ACOUSTICAL	GL	GLASS, GLAZING	REF	REFERENCE
ACT	ACOUSTICAL CEILING TILE	GP	GUARD POST	RD	ROOF DRAIN
ADDL	ADDITIONAL	GR	GUARD RAIL	REQ'D	REQUIRED
ADJ	ADJUSTABLE	GSO	GAS SHUT OFF VALVE	RH	ROBE HOOK
AFF	ABOVE FINISHED FLOOR	GYP BD	GYPSUM BOARD	RM	ROOM
ALUM	ALUMINUM			RR	RESILIENT RISER
ALT	ALTERNATE	H	HORN	RS	RESILIENT SHEET, RESILIENT SKIRTING
AP	ACCESS PANEL	H/C	HANDICAPPED	RT	RESILIENT TREAD
A/V	AUDIO VISUAL	HC	HOLLOW CORE	RV	RIDGE VENT
AWP	ACOUSTICAL WALL PANEL	HM	HOLLOW METAL		
		HORIZ	HORIZONTAL	S	SPEAKER
BC	BASE CABINET	HR	HOUR, HANDRAIL, HALF ROUND	SD	SMOKE DETECTOR, SOAP DISPENSER
BD	BOARD	HRG	HALF ROUND GUTTER	SIM	SIMILAR
BLDG	BUILDING	HT	HEIGHT	SPEC	SPECIFICATIONS
BLK	BLOCK/BLOCKING	HWR	HIGH WALL RETURN	SPKR	SPEAKER
B/O	BOTTOM OF	HWS	HIGH WALL SUPPLY	SS	SOLID SURFACE, STAINLESS STEEL
				STD	STANDARD
CAB	CABINET	INFO	INFORMATION	STL	STEEL
CG	CORNER GUARD	INSUL	INSULATION	STNR	SMOKE TIGHT, NOT RATED
CJ	CONTROL JOINT	INT	INTERIOR	STOR	STORAGE
CL	CENTER LINE			SWR	SIDE WALL REGISTER
CLG	CEILING	JAN	JANITOR'S CLOSET		
CLK	CLOCK			TB	TACK BOARD
CLO	CLOSET	KPD	KEY PAD	TBD	TO BE DETERMINED
CLR	CLEAR, CLEARANCE			TEL	TELEPHONE
CMU	CONCRETE MASONRY UNIT	L	LIGHT - FIRE ALARM STROBE	TLT	TOILET
CO	CLEAN OUT	LAM	LAMINATE	TOM	TOP OF MASONRY
COL	COLUMN	LAV	LAVATORY	TS	TRANSITION STRIP
CONC	CONCRETE	LB	POUND	TTD	TOILET TISSUE DISPENSER
CONF	CONFERENCE	LH	LEFT HAND	TYP	TYPICAL
CONT	CONTINUED, CONTINUOUS	LP	LIGHT POLE		
CORR	CORRIDOR	LT FIXT	LIGHT FIXTURE	UNO	UNLESS NOTED OTHERWISE
CP	CARPET	LVT	LUXURY VINYL TILE	US	UTILITY SHELF
CPT	CARPET TILE	LWR	LOW WALL REGISTER	VCT	VINYL COMPOSITION TILE
CS	CASEWORK			VCT	VINYL COMPOSITION TILE
CT	COUNTERTOP, CERAMIC TILE	M	MIRROR	VERT	VERTICAL
CTR	CENTER	MAX	MAXIMUM	VEST	VESTIBULE
		MB	MARKER BOARD	VIF	VERIFY IN FIELD
DCS	DIAPER CHANGING STATION	MFR	MANUFACTURER		
DEMO	DEMOLITION	MECH	MECHANICAL	W	WIDTH
DIA	DIAMETER	MEP	MECHANICAL/ELECTRICAL/PLUMBING	W/	WITH
DIM	DIMENSION	MIN	MINIMUM	WB	WOOD BASE
DN	DOWN	MISC	MISCELLANEOUS	WC	WALL CABINET
DR	DOOR	MNFR	MANUFACTURER	WD	WOOD
DS	DOWNSPOUT	MTL	METAL	WH	WATER HEATER
DTL	DETAIL	MTRL	MATERIAL	WNDW	WINDOW
DWG	DRAWING			W/O	WITHOUT
		N/A	NOT APPLICABLE		
EA	EACH	NIC	NOT IN CONTRACT		
EJ	EXPANSION JOINT	NO	NUMBER		
ELEC	ELECTRICAL	NTS	NOT TO SCALE		
ELEV	ELEVATION, ELEVATOR				
EMER	EMERGENCY	OC	ON CENTER		
EP	EPOXY PAINT	OH	OVERHEAD		
EQ	EQUAL	OPNG	OPENING		
EQUIP	EQUIPMENT				
EXIST	EXISTING	P	PAINT (MATERIAL)		
EXP	EXPOSED	PL	PLASTIC LAMINATE		
EXT	EXTERIOR	PWD	PLYWOOD		
		PLUMB	PLUMBING		
F	FIRE ALARM	PNL	PANEL		
FD	FLOOR DRAIN	PNT	APPLICATION		
FEC	FIRE EXTINGUISHER CABINET	PROJ	PROJECTOR		
FEX	FIRE EXTINGUISHER	PTD	PAPER TOWEL DISPENSER		
FIN	FINISH(ED)				
FP	FIRE PULL				
FS	FEATURE STRIP				
FT	FOOT, FEET				
FURN	FURNITURE				
FV	FIELD VERIFY				

NOTATION LEGEND

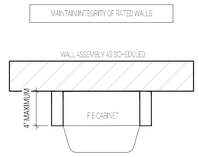
- NORTH ARROW
- GRAPHIC SCALE (0' 1' 2' 4' 8')
- DRAWING TITLE (NO. DRAWING NAME, SCALE)
- COLUMN GRID
- ROOM NAME & NUMBER (NAME, NO.)
- ELEVATION REFERENCE (LEVEL 0, +0'-0")
- NOTE — TYPICAL NOTE
- A1 — KEYED NOTE
- 100 — DOOR TAG
- A — WINDOW TAG
- E1 — EQUIPMENT TAG
- XXX — FINISH TAG
- 1 — WALL TAG
- VIEW SHEET — ENLARGED DETAIL REFERENCE
- VIEW SHEET — SECTION CUT REFERENCE
- VIEW SHEET — ELEVATION REFERENCE - SINGLE
- 1 SHEET 1 — ELEVATION REFERENCE - MULTIPLE
- REVISION CLOUD REFERENCE
- 1'-0" — TYPICAL DIMENSION

SYMBOL LEGEND

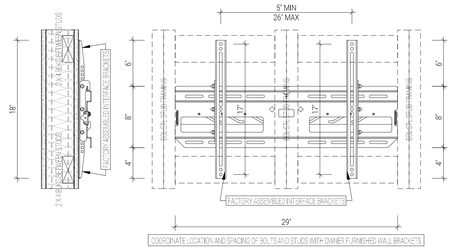
- FEX — FIRE EXTINGUISHER, WALL-MOUNTED
- FEC — FIRE EXTINGUISHER CABINET, WALL-MOUNTED
- FP — FIRE PULL
- L — FIRE ALARM W/ LIGHT AND SOUND INDICATOR
- PB — PUSH BUTTON
- FV — MEDICAL FILM VIEWER
- CRD — CARD READER
- T — THERMOSTAT, WALL-MOUNTED
- DATA CONNECTION, CEILING
- CAMERA
- TYPICAL PLUMBING FIXTURE
- TYPICAL PLUMBING FIXTURE
- $ — LIGHT SWITCH
- $D — LIGHT SWITCH, DIMMING (SEE MECH. DWGS)
- POWER WALL OUTLET
- SPRINKLER HEAD
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 4'
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 4', EMERGENCY
- FLOURESCENT LAY-IN LIGHT FIXTURE, 1' X 4'
- FLOURESCENT LAY-IN LIGHT FIXTURE, 1' X 4', EMERGENCY
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 2'
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 2'
- INCANDESCENT SURFACE MOUNTED LIGHT FIXTURE
- FLOURESCENT SUSPENDED LIGHT FIXTURE
- INCANDESCENT RECESSED LIGHT FIXTURE
- INCANDESCENT WALL MOUNTED LIGHT FIXTURE
- EXIT LIGHT, CEILING MOUNTED
- EXIT LIGHT, WALL MOUNTED
- TRACK LIGHT, SURFACE MOUNTED
- HVAC DIFFUSER, SUPPLY AIR
- HVAC DIFFUSER, RETURN AIR / EXHAUST
- CEILING ACCESS PANEL / ROOF HAT
- S — CEILING SOUND SPEAKER
- SD — SMOKE DETECTOR, SURFACE MOUNTED
- GAS VALVE



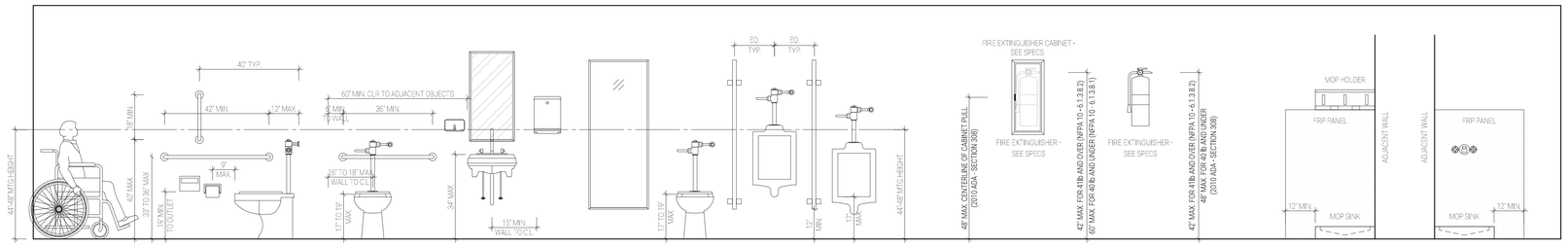
1 TYPICAL BLOCKING DETAIL
3"=1'-0"



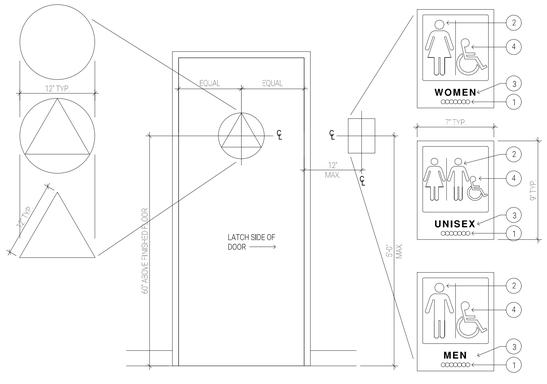
2 SURFACE MOUNTED FEC DETAIL
1 1/2"=1'-0"



3 TYPICAL MOUNTING DETAIL
1 1/2"=1'-0" | TELEVISION



A TYPICAL ACCESSIBLE MOUNTING HEIGHTS



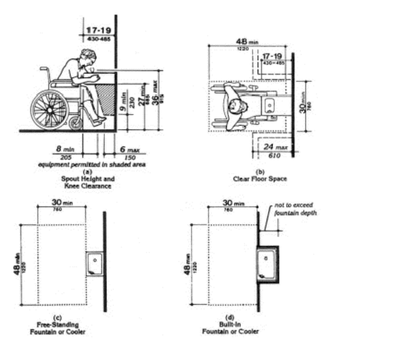
B SIGN MOUNTING HEIGHT DETAIL

KEYED SIGNAGE NOTES

1. BRAILLE, GRADE 2, 3/8" (10mm) SYMBOL HEIGHT, APPROPRIATE TO MESSAGE
2. SERVICE PICTOGRAM, SHALL BE OF A COLOR AND CONTRAST THAT IS DISTINCTLY DIFFERENT FROM THE COLOR AND CONTRAST OF THE BACKGROUND COLOR, TBD BY ARCHITECT
3. SERVICE NAME, SHALL BE RAISED 1/32" UPPER CASE SANS SERIF TYPE, SHALL BE AT LEAST 5/8" HIGH BUT NO HIGHER THAN 2"
4. INTERNATIONAL SYMBOL OF ACCESSIBILITY, SHALL BE OF A COLOR AND CONTRAST THAT IS DISTINCTLY DIFFERENT FROM THE COLOR AND CONTRAST OF THE BACKGROUND COLOR, TBD BY THE ARCHITECT

GENERAL SIGNAGE NOTES

1. WALL-MOUNTED ACCESSIBILITY SIGNAGE SHALL CONSIST OF:
   - 1.1 RAISED CHARACTERS AND PICTORIAL SYMBOLS (a.k.a. PICTOGRAMS) IN ACCORDANCE WITH ICC A117.1-2009 SECTION 703.2, 703.3, AND 703.5
   - 1.2 CONTRACTED BRAILLE IN ACCORDANCE WITH ICC A 117.1-2009 SECTION 703.4
   - 1.3 THE INTERNATIONAL SYMBOL OF ACCESSIBILITY IN ACCORDANCE WITH ICC A117.1-2009 SECTION 703.6.3.1
2. WHERE PERMANENT IDENTIFICATION SIGNS ARE PROVIDED FOR ROOMS AND SPACES, SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR.
3. SIGNS WITH RAISED CHARACTERS AND BRAILLE SHALL BE LOCATED 48 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE, MEASURED FROM THE BASELINE OF THE LOWEST LINE OF BRAILLE AND 60 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND SURFACE, MEASURED FROM THE BASELINE OF THE HIGHEST LINE OF RAISED CHARACTERS.
4. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE, INCLUDING DOUBLE LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. MOUNTING LOCATION SHALL BE DETERMINED SO THAT A PERSON MAY APPROACH WITHIN 3 INCHES OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR.
5. 15 INCHES AS MEASURED BETWEEN THE LATCH SIDE OF THE DOOR AND THE VERTICAL CENTERLINE OF THE SIGN IS RECOMMENDED.
6. DOORWAYS LEADING TO WOMEN'S SANITARY FACILITIES SHALL BE IDENTIFIED BY A CIRCLE 1/4 INCH THICK AND 12 INCHES IN DIAMETER.
7. DOORWAYS LEADING TO UNISEX SANITARY FACILITIES SHALL BE IDENTIFIED BY A CIRCLE 1/4 INCH THICK AND 12 INCHES IN DIAMETER WITH A 1/4 INCH THICK TRIANGLE SUPERIMPOSED ON THE CIRCLE AND WITHIN THE 12 INCH DIAMETER.
8. DOORWAYS LEADING TO MEN'S SANITARY FACILITIES SHALL BE IDENTIFIED BY AN EQUILATERAL TRIANGLE 1/4 INCH THICK WITH EDGES 12 INCHES LONG AND A VERTEX POINTING UPWARD.
9. GEOMETRIC IDENTIFICATION SYMBOLS SHALL BE CENTERED ON THE DOOR AT A HEIGHT OF 60 INCHES ABOVE THE FINISHED FLOOR.
10. GEOMETRIC IDENTIFICATION SYMBOLS SHALL BE OF A COLOR AND CONTRAST THAT IS DISTINCTLY DIFFERENT FROM THE COLOR AND CONTRAST OF THE DOOR.
11. NO TEXT, NO INTERNATIONAL SYMBOL OF ACCESSIBILITY OR BRAILLE IS REQUIRED ON THE DOOR-MOUNTED GEOMETRIC IDENTIFICATION SYMBOLS.



C ADA WATER FOUNTAIN DETAIL

iwa
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PROJECT NO. 022-020

ISSUE DATE MAY 15, 2023

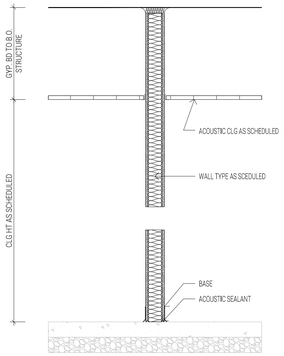
TITLE

SYMBOL LEGEND & GENERAL INFORMATION

SHEET

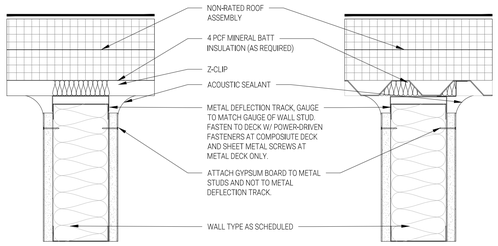
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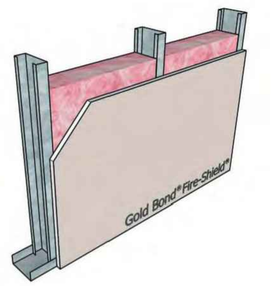
A PARTITION SECTION

REFER TO WALL TYPES FOR WALL ASSEMBLY DETAILS



B HEAD OF WALL DETAIL

TYPICAL U.N.O



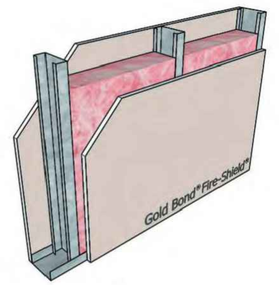
STC-34 **NGC 2013012**

Framing:	3-5/8" steel studs, 20 gauge (20 mil), 16" o.c.
Insulation:	3-1/2" glass fiber
Side 1:	None
Side 2:	5/8" Fire-Shield Gypsum Board

UL Design: Not Rated

1 PARTITION TYPE 1 - TYPICAL 1-SIDED

WALL OPEN TO FINISH SPACE ON 1 SIDE



STC-46 **NGC 2018106**

Framing:	3-5/8" steel studs, 20 gauge (19 mil), 16" o.c.
Insulation:	3-1/2" glass fiber
Side 1:	5/8" Fire-Shield Gypsum Board
Side 2:	5/8" Fire-Shield Gypsum Board

UL Design: V438, U465 - 1 hour

2 PARTITION TYPE 2 - TYPICAL 2-SIDED

WALL OPEN TO FINISH SPACE ON BOTH SIDES

twa
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PROJECT NO. 022-020

ISSUE DATE MAY 15, 2023

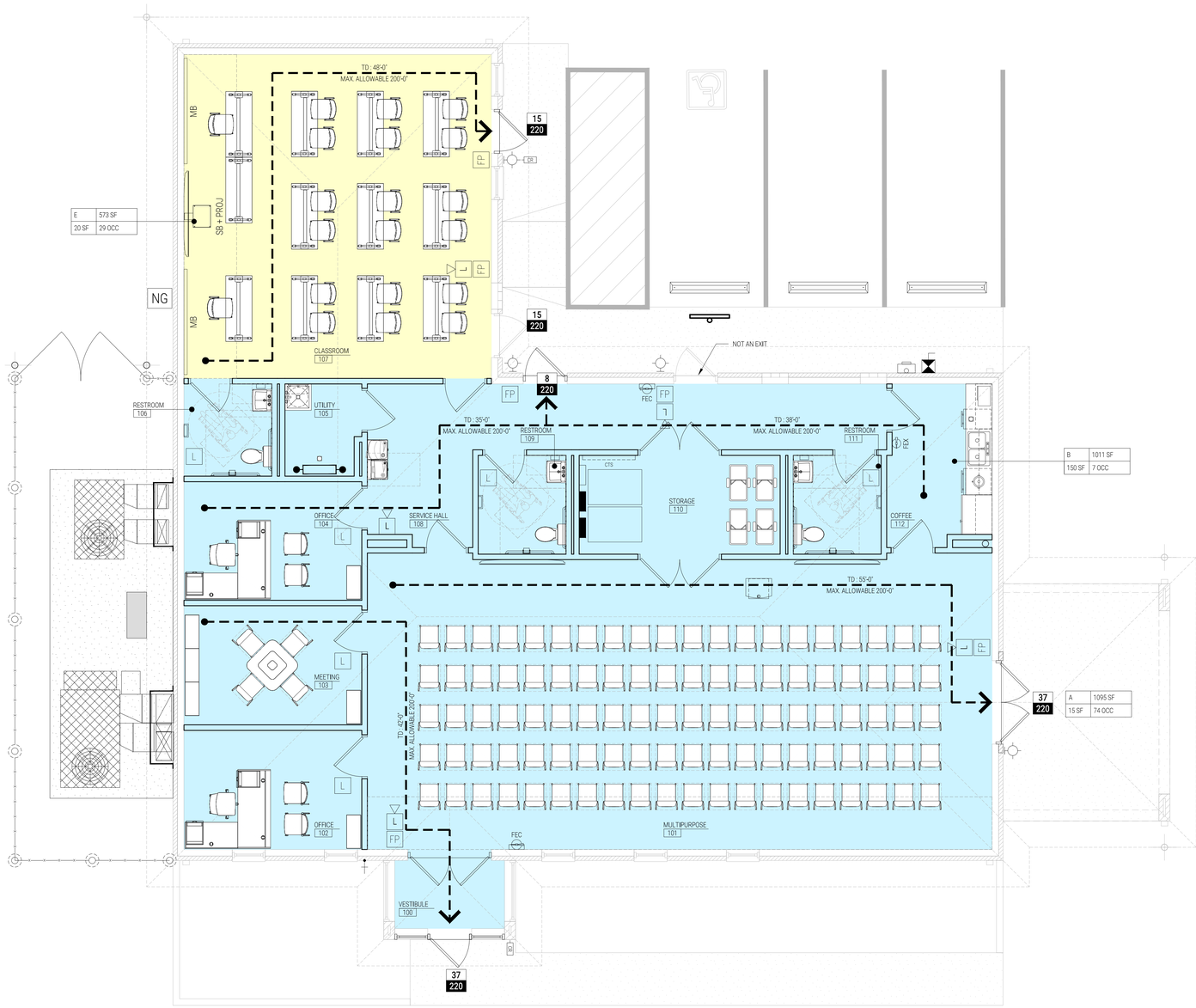
TITLE

PARTITION TYPES

SHEET

G003

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1 **LIFE SAFETY PLAN**
1/4"=1'-0"

FIRE SAFETY LEGEND

PLAN SYMBOLS

- FIRE EXTINGUISHER, WALL-MOUNTED
- FIRE EXTINGUISHER CABINET, WALL-MOUNTED
- FIRE ALARM W/ LIGHT AND SOUND INDICATOR
- FIRE PULL
- EMERGENCY LIGHT UNIT
- SMOKE DETECTOR
- EXIT SIGN, WALL MOUNTED
- EXIT SIGN, CEILING MOUNTED

EGRESS SYMBOLS

- 100 / 100 — ACTUAL BUILDING OCCUPANT EGRESS LOAD / MAXIMUM EGRESS CAPACITY [*DOOR WIDTH / EGRESS CAPACITY*]
- TRAVEL DISTANCE FROM MOST REMOTE LOCATION [TD = 0'-0"]
- PROJECT AREA
- OCCUPANCY TYPE / AREA OF ROOM — S-1 | 2551 SF — 300 SF | 9 OCC — OCCUPANT LOAD / # OF OCCUPANTS

WALL LEGEND

REFER TO G003 FOR WALL TYPES

ALL INTERIOR PARTITIONS TYPE 1 OR TYPE 2, U.N.O.

- EXISTING WOOD STUD WALL WITH BRICK VENEER TO REMAIN
- 1 — PARTITION TYPE 1 - TYPICAL 1-SIDED - WALL OPEN TO FINISH SPACE ON 1 SIDE
- 2 — PARTITION TYPE 2 - TYPICAL 2-SIDED - WALL OPEN TO FINISH SPACE ON BOTH SIDES

PROJECT OVERVIEW

SCOPE OF WORK INCLUDES INTERIOR IMPROVEMENTS TO UPDATE APPEARANCE/PERFORMANCE AND CREATE NEW ALTERNATIVE SCHOOL AND CONFERENCE CENTER. INTERIOR RENOVATIONS TO CREATE (1) CLASSROOM, (2) OFFICES, (1) MEETING ROOM, AND (1) MULTIPURPOSE SPACE WITH SUPPORT AREAS. RESTROOMS UPDATED TO MEET ADA STANDARDS. ALL SPACES WITHIN THE PROJECT SCOPE UPDATED TO PROVIDE NEW FINISHES AND NEW FF&E. ALL SPACES WITHIN THE PROJECT SCOPE UPDATED WITH NEW MEP.

ADOPTED CODES

STATE OF TENNESSEE
2012 INTERNATIONAL BUILDING CODE (IBC), EXCLUDING CHAPTERS 11 & SECTION 3411
2018 INTERNATION RESIDENTIAL CODE (IRC)
2012 INTERNATIONAL FUEL GAS CODE (IFGC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)
2012 INTERNATIONAL PLUMBING CODE (IPC)
2012 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC)
2012 INTERNATIONAL FIRE CODE (IFC)
2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) WITH PROVISIONS
2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
TENNESSEE PUBLIC BUILDING ACCESSIBILITY ACT
2012 NFPA 101 LIFE SAFETY CODE
2017 NATIONAL ELECTRIC CODE, NFPA 70 (NEC)
CITY OF ELIZABETHTON, TENNESSEE
2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL RESIDENTIAL CODE (IRC)
2018 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2018 INTERNATIONAL PLUMBING CODE (IPC)
2017 NATIONAL ELECTRICAL CODE (NEC)
2018 INTERNATIONAL MECHANICAL CODE (IMC)
2018 INTERNATIONAL FUEL & GAS CODE (IFGC)
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2015 ADA STANDARDS FOR ACCESSIBLE DESIGN

BUILDING CODE DATA

BUILDING OCCUPANCY			
NFPA 101 6.1.3	OCCUPANCY CLASSIFICATION: EDUCATIONAL, GROUP E		
IBC 305	OCCUPANCY CLASSIFICATION: ASSEMBLY, GROUP A-3		
	ASSEMBLY, GROUP A-3		
	EDUCATIONAL, GROUP E		
IBC 508.4	NO SEPARATION REQUIREMENT BETWEEN OCCUPANCY GROUPS 'E' AND 'A'.		
CONSTRUCTION TYPE			
NFPA 101	V		
IBC TABLE 503	TYPE V-B, UNPROTECTED, NOT SPRINKLED		
IBC 601	TYPES OF CONSTRUCTION - FIRE RESISTIVE REQUIREMENTS		TYPE II-B
	PRIMARY STRUCTURAL FRAME		0
	BEARING WALLS - EXTERIOR		0
	BEARING WALLS - INTERIOR		0
	NONBEARING WALLS - EXTERIOR		0
	NONBEARING WALLS -INTERIOR		0
	FLOOR CONSTRUCTION		0
	ROOF CONSTRUCTION		0
OCCUPANT LOAD			
NFPA 101 7.3.1.2 IBC TABLE 1004.5	OCCUPANT LOAD BREAKDOWN		
	AREA	LOAD FACTOR	ACTUAL OCC. LOAD
	EDUCATIONAL	20 NET	29
	BUSINESS	150 GROSS	8
	ASSEMBLY	15 NET	74
		TOTAL	111
ALLOWABLE BUILDING HEIGHT AND AREA			
	TYPE V-B, GROUP A-3	ALLOWABLE	ACTUAL
IBC TABLE 504.3	HEIGHT	40'-0"	16'-6"
IBC TABLE 504.4	STORIES	1	1
IBC TABLE 506.2	AREA PER STORY	6,000 SQ.FT.	2,799 S.F.
AREA BREAKDOWN			
	EDUCATIONAL		573
	ASSEMBLY		2,226
		BUILDING AREA TOTAL	2799
LIFE SAFETY REQUIREMENTS			
NFPA 101 15.3.4.2.1	FIRE ALARM SYSTEM PROVIDED THROUGHOUT BUILDING.		
IBC 906.1	PORTABLE FIRE EXTINGUISHER PROVIDED.		
NFPA 101 15.2.9.1 IBC 1006.3	EMERGENCY LIGHTING REQUIRED		
MEANS OF EGRESS REQUIREMENTS			
BUILDING OCCUPANCY = E			
NFPA 15.2.5.3.1 IBC 1014.3	COMMON PATH OF EGRESS DISTANCE		75 FT
NFPA 101 15.2.6.3	EXIT ACCESS TRAVEL DISTANCE		200 FT
NFPA 15.2.5.2 IBC 1018.4 (2)	MAXIMUM DEAD END CORRIDOR		20 FT
IBC TABLE 1018.2	MINIMUM WIDTH OF CORRIDORS (GROUP E)		44 IN
NFPA 101 7.3.3.1	EGRESS CAPACITY: DOORS & CORRIDORS		.2 IN / PERSON
INTERIOR FINISHES			
NFPA 101 15.3.3.2	INTERIOR WALL & CEILING FINISHES IN EGRESS SPACES		CLASS 'A' OR 'B'
NFPA 101 15.3.3.2	INTERIOR WALL & CEILING FINISHES IN ALL OTHER SPACES		CLASS 'A', 'B', OR 'C'
SEISMIC REQUIREMENTS			
THE SITE IS IN THE AREA PREVIOUSLY DESIGNATED AS SEISMIC ZONE [2] OF THE TENNESSEE SEISMIC MAP. SEISMIC RESTRAINTS AND CONNECTIONS WILL BE IN ACCORDANCE FOR NFPA.			

0 1' 2' 4' 8'

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THOMAS E. WEEMS — REGISTERED ARCHITECT — STATE OF TENNESSEE — 5715 — APR. 21, 2023

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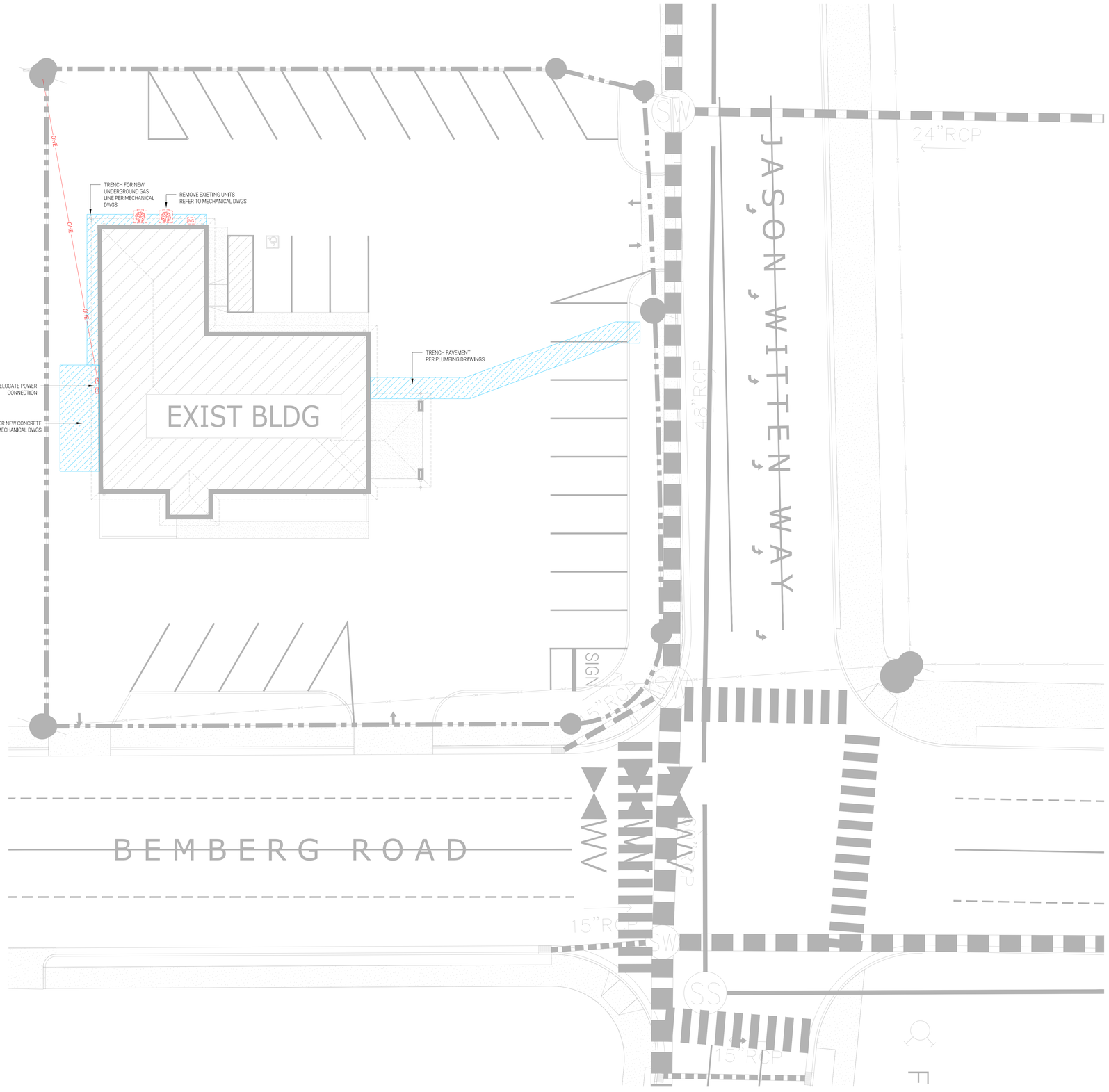
PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

LIFE SAFETY PLANS & CODE DATA

SHEET

LS101

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1 **ARCHITECTURAL DEMOLITION SITE PLAN**
1" = 10'

DEMOLITION LEGEND

	INDICATES ALL ITEMS TO BE REMOVED OR DEMOLISHED. CALLOUTS NOTED FOR COORDINATION. NOT ALL ITEMS INDICATED FOR REMOVAL WILL HAVE CALL OUT OR KEYED NOTES.
	BLUE HATCHING INDICATES APPROXIMATE TRENCHING LOCATIONS. COORDINATE FINAL LOCATIONS & EXTENT WITH MEP DRAWINGS.

GENERAL NOTES - DEMOLITION

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDICTION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCTION.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
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6	MAINTAIN ONGOING PROTECTION OF PROJECT FROM WEATHER AND MAINTAIN SECURITY TO THE PROJECT FROM DAMAGE.
7	DURING THE COURSE OF THE WORK, THE CONTRACTOR MAY UNCOVER EXISTING CONSTRUCTION THAT IS IN NEED OF REPAIR, REMOVAL, OR REPLACEMENT. IN THE CASE OF SUCH CONDITIONS, CONTACT THE ARCHITECT PRIOR TO WORK IN THESE AREAS.
8	VERIFY WITH OWNER/ARCHITECT WHICH ITEMS INDICATED TO BE REMOVED ARE TO BE REUSED IN THE PROJECT OR TURNED OVER TO THE OWNER. ITEMS NOT SO DESIGNATED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF.
9	CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE ON THE REMOVAL, REPLACEMENT, AND/OR REUSE OF ANY EXISTING EQUIPMENT AND FIXTURES BEFORE DEMOLITION.
10	THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY SHUT-OFFS AND CAPPING REQUIRED BY THE EXTENT OF DEMOLITION INCLUDED IN THIS PROJECT. SHUT-OFF AND CAP ALL UTILITIES NOT DIRECTLY ADJACENT TO DEMOLITION AREAS AS REQUIRED TO COMPLETE WORK INCLUDED IN THIS CONTRACT.
11	DEMOLITION ITEMS INCLUDE ARCHITECTURAL ITEMS SUCH AS DOORS, FRAMES, WINDOWS, CEILINGS AND FINISHES AS NOTED; MECHANICAL ITEMS SUCH AS PLUMBING FIXTURES, PLUMBING WASTE AND SUPPLY SYSTEMS, HVAC EQUIPMENT, HVAC DUCTWORK, GRILLES AND DIFFUSERS AS NOTED; FIRE PROTECTION ITEMS SUCH AS SPRINKLER HEADS AND PIPING, ELECTRICAL ITEMS SUCH AS LIGHTING FIXTURES, POWER DISTRIBUTIONS SYSTEMS, COMMUNICATION SYSTEMS, DATA SYSTEMS AND LIFE SAFETY EQUIPMENT/DEVICES AS NOTED. REFER TO MECHANICAL/ELECTRICAL PLANS FOR ADDITIONAL INFORMATION ABOUT MPE SYSTEMS WORK INCLUDED IN THIS PROJECT.
12	THE CONTRACTOR IS RESPONSIBLE FOR RE-ROUTING AND RE-CONNECTING EXISTING MECHANICAL, ELECTRICAL AND LIFE SAFETY SYSTEMS INTERRUPTED BY DEMOLITION WORK INCLUDED IN THIS CONTRACT TO MAINTAIN CONTINUITY AND OPERATION OF EXISTING SYSTEMS AND SERVICES.
13	FIRE STOP AND SEAL ALL ABANDONED OPENINGS AND PENETRATIONS IN RATED PARTITIONS, RATED FLOOR/CEILING ASSEMBLIES AND RATED ROOF/CEILING ASSEMBLIES.
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twa
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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023
TITLE: ARCHITECTURAL DEMOLITION SITE PLAN
SHEET: **ADS101**

0' 5' 10' 20'

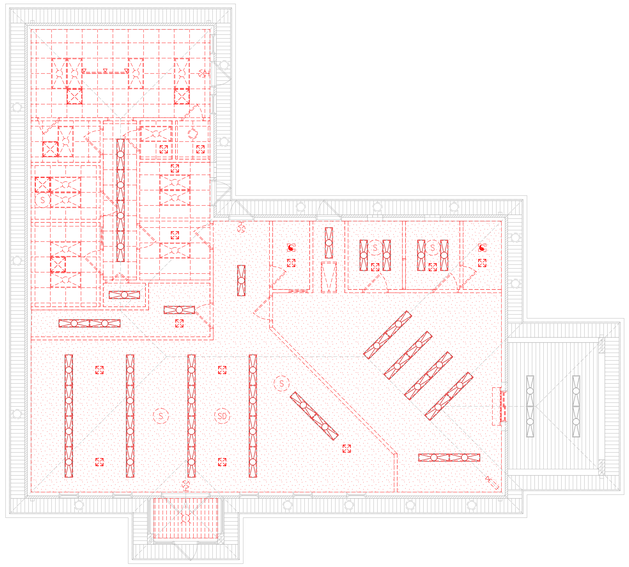
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DEMOLITION LEGEND

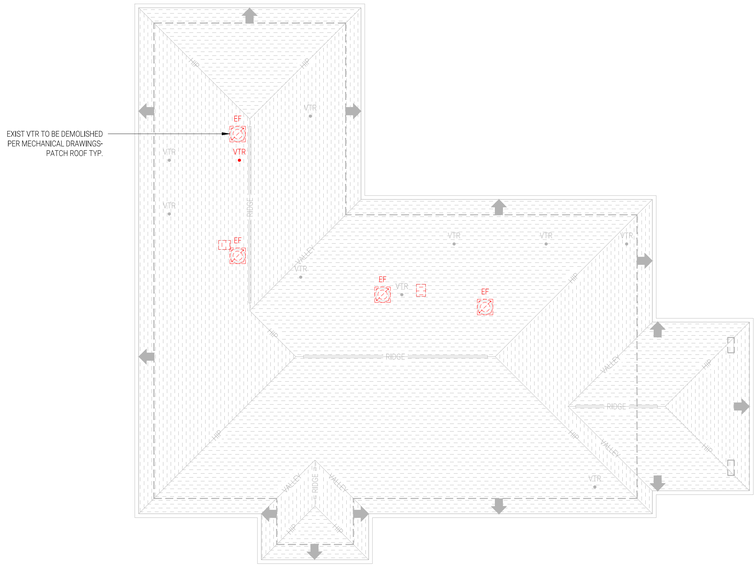
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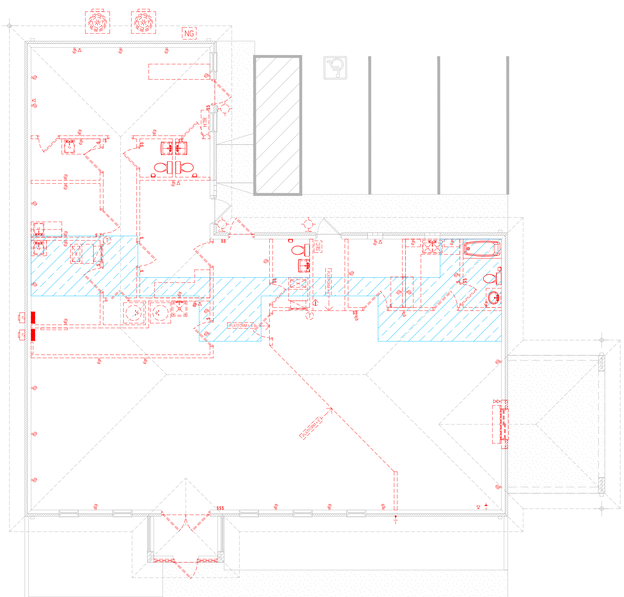
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1 DEMO FLOOR PLAN
1/8" =1'-0"



3 DEMO ROOF PLAN
1/8"=1'-0"



2 DEMO CEILING PLAN
1/8"=1'-0"

0' 2 4 8 16'

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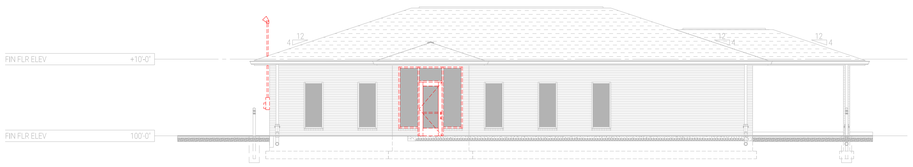
PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

DEMOLITION BUILDING PLANS

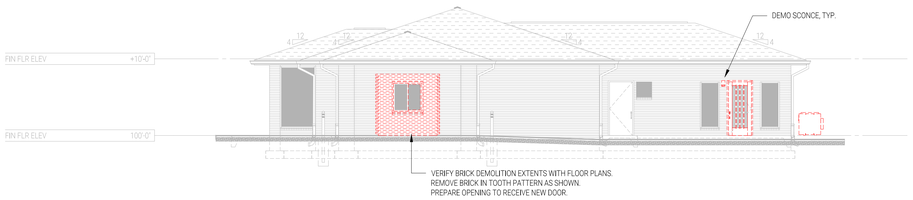
SHEET

AD101

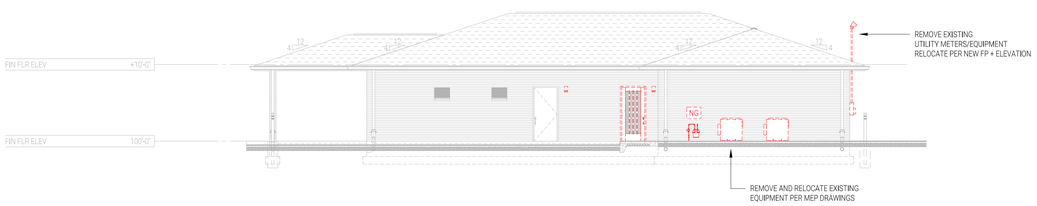
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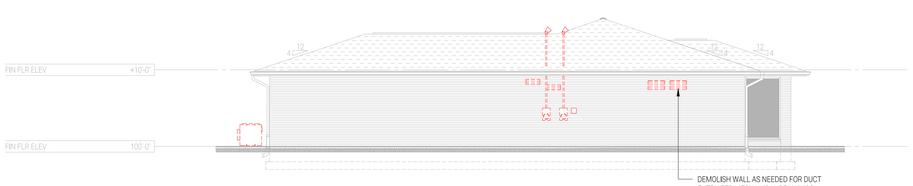
1 DEMO BUILDING ELEVATION - SOUTH
1/8"=1'-0"



2 DEMO BUILDING ELEVATION - EAST
1/8"=1'-0"



3 DEMO BUILDING ELEVATION - NORTH
1/8"=1'-0"



4 DEMO BUILDING ELEVATION - WEST
1/8"=1'-0"

DEMOLITION LEGEND

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9	CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE ON THE REMOVAL, REPLACEMENT, AND/OR REUSE OF ANY EXISTING EQUIPMENT AND FIXTURES BEFORE DEMOLITION.
10	THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY SHUT-OFFS AND CAPPING REQUIRED BY THE EXTENT OF DEMOLITION INCLUDED IN THIS PROJECT. SHUT-OFF AND CAP ALL UTILITIES NOT DIRECTLY ADJACENT TO DEMOLITION AREAS AS REQUIRED TO COMPLETE WORK INCLUDED IN THIS CONTRACT.
11	DEMOLITION ITEMS INCLUDE ARCHITECTURAL ITEMS SUCH AS DOORS, FRAMES, WINDOWS, CEILINGS AND FINISHES AS NOTED; MECHANICAL ITEMS SUCH AS PLUMBING FIXTURES, PLUMBING WASTE AND SUPPLY SYSTEMS, HVAC EQUIPMENT, HVAC DUCTWORK, GRILLES AND DIFFUSERS AS NOTED; FIRE PROTECTION ITEMS SUCH AS SPRINKLER HEADS AND PIPING, ELECTRICAL ITEMS SUCH AS LIGHTING FIXTURES, POWER DISTRIBUTIONS SYSTEMS, COMMUNICATION SYSTEMS, DATA SYSTEMS AND LIFE SAFETY EQUIPMENT/DEVICES AS NOTED. REFER TO MECHANICAL/ELECTRICAL PLANS FOR ADDITIONAL INFORMATION ABOUT MPE SYSTEMS WORK INCLUDED IN THIS PROJECT.
12	THE CONTRACTOR IS RESPONSIBLE FOR RE-ROUTING AND RE-CONNECTING EXISTING MECHANICAL, ELECTRICAL AND LIFE SAFETY SYSTEMS INTERRUPTED BY DEMOLITION WORK INCLUDED IN THIS CONTRACT TO MAINTAIN CONTINUITY AND OPERATION OF EXISTING SYSTEMS AND SERVICES.
13	FIRE STOP AND SEAL ALL ABANDONED OPENINGS AND PENETRATIONS IN RATED PARTITIONS, RATED FLOOR/CEILING ASSEMBLIES AND RATED ROOF/CEILING ASSEMBLIES.
14	COMPLETELY DEMOLISH AND REMOVE EXISTING IMPROVEMENTS AND FINISHES AS NOTED.
15	SOME AREAS INSIDE THE PROJECT AREA NOT SCHEDULED TO RECEIVE MAJOR RENOVATION MAY STILL REQUIRE MINOR WORK AND RECEIVE NEW FINISHES AS SCHEDULED AND NOTED ON THESE DRAWINGS.
16	CONTRACTOR TO COORDINATE WORK SCHEDULE WITH OWNER REPRESENTATIVE TO ACCOMMODATE SCHEDULES AND LEVEL OF NOISE DURING DEMOLITION AND CONSTRUCTION.
17	THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF AREAS ADJACENT TO THE PROJECT AREA. ALL WORK AREAS THAT IMPACT NORMAL TRAFFIC AND OCCUPANCY ARE TO BE CLEANED AND RESTORED FOR USE EACH DAY.
18	THE OWNER IS RESPONSIBLE FOR THE REMOVAL AND RE-INSTALLATION OF EXISTING WINDOW COVERINGS, FURNITURE, EQUIPMENT AND DECORATIONS IN AREAS AFFECTED BY WORK.
19	THE OWNER IS RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF EXISTING SECURITY CAMERAS AND ELECTRONIC DOOR HARDWARE. GC TO COORDINATE WITH OWNER SECURITY VENDOR.

0' 2' 4' 8' 16'

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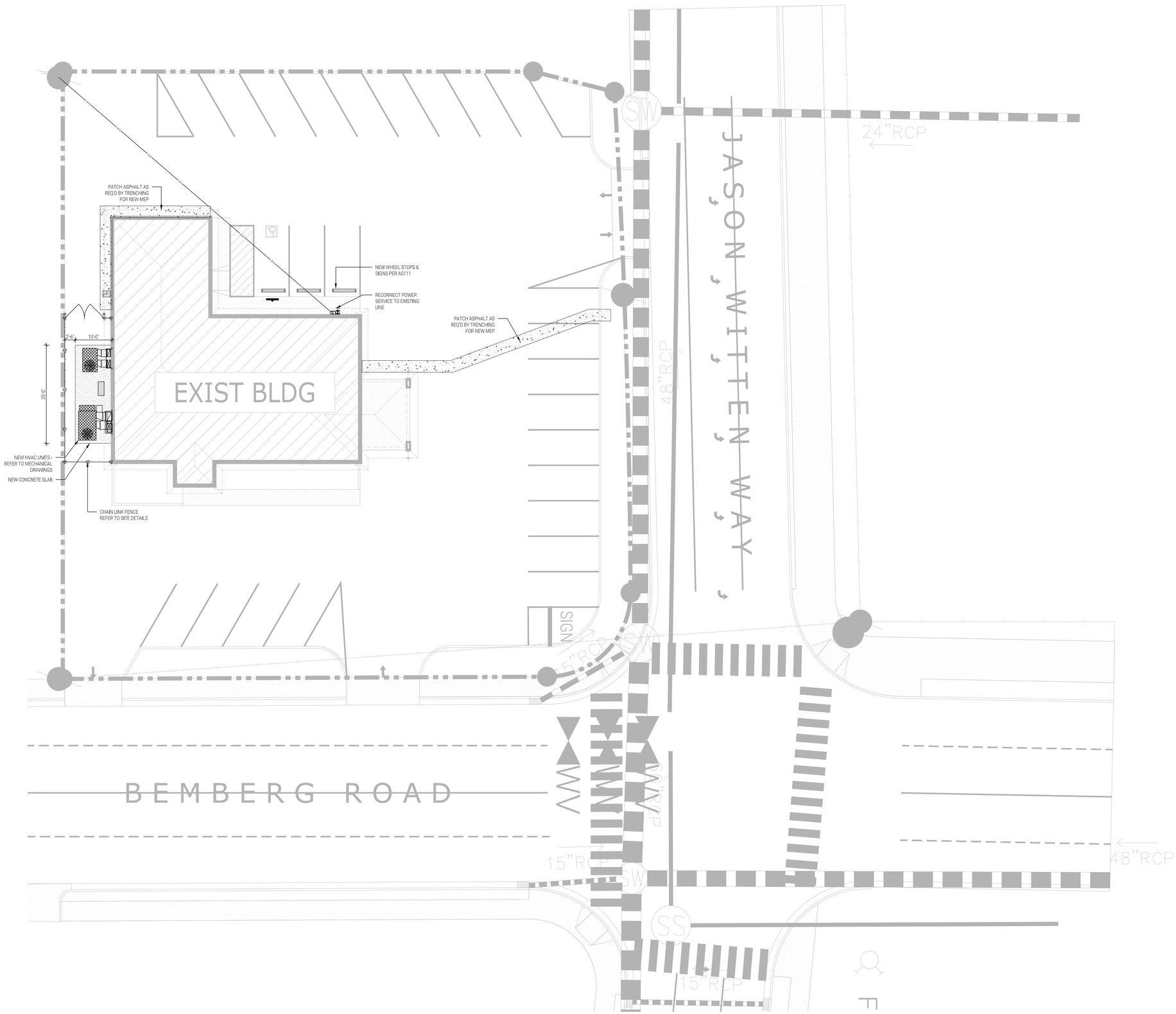
PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

DEMOLITION BUILDING ELEVATIONS

SHEET

AD301

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1 ARCHITECTURAL SITE PLAN
1" = 10'

0' 5' 10' 20'

twa
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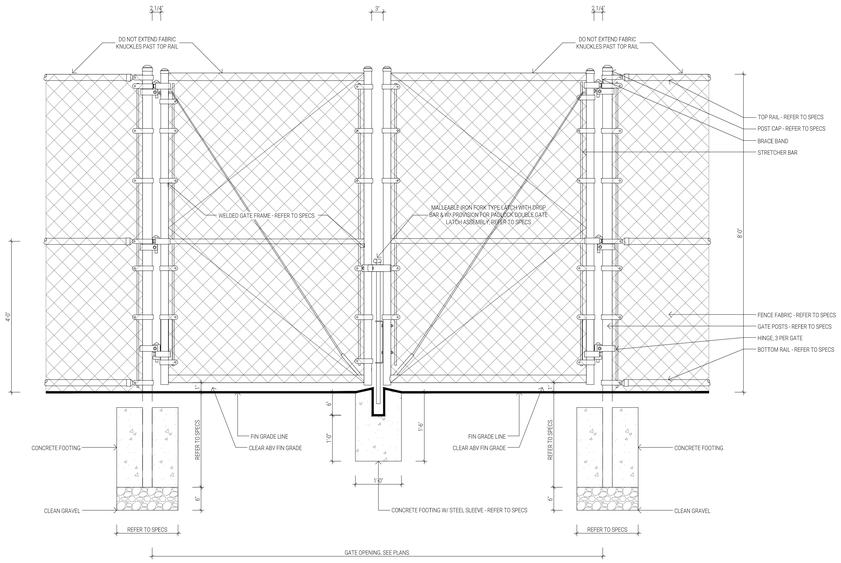
PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

ARCHITECTURAL SITE PLAN

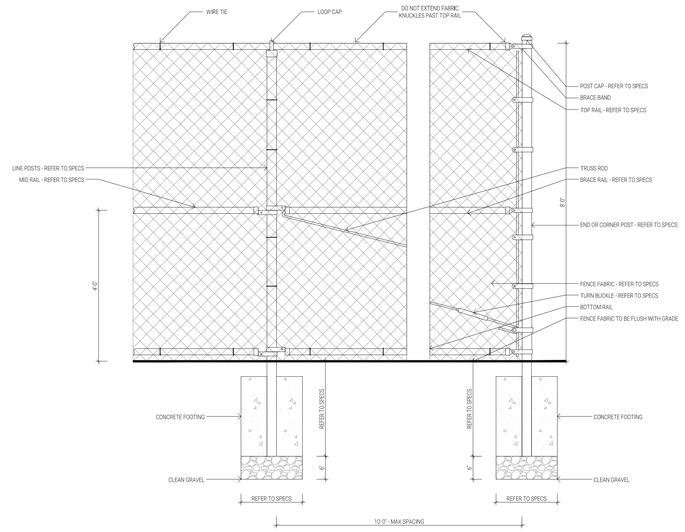
SHEET

AS101

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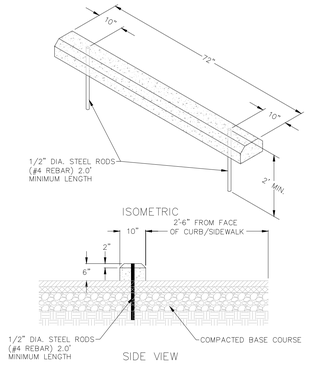
1 FENCE GATE ELEVATION
3/4" = 1'-0"



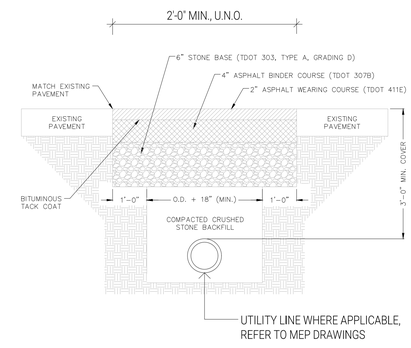
2 CHAIN LINK FENCE ELEVATION
3/4" = 1'-0"

NOTES:

1. PARKING BUMPER SHALL BE 5,000 PSI PRE-CAST CONCRETE,
2. STEEL RODS TO BE SLEEVED OR GREASED THRU CONCRETE CURBS TO PERMIT RELOCATION OF PARKING BUMPER.
3. PARKING BUMPER SHALL BE CENTERED IN PARKING STALL AND TYPICALLY PLACED 2.5' OFF OF FACE OF CURB, SIDEWALK, OR BUILDING FACE. SEE SITE PLAN FOR LOCATIONS.



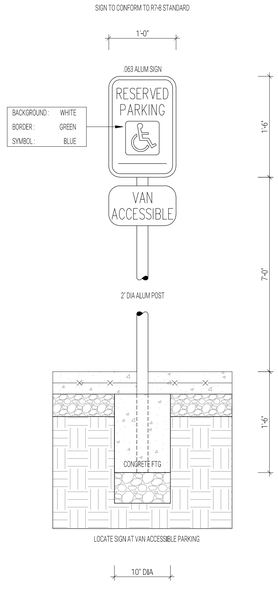
5 WHEEL STOP DETAIL
NTS



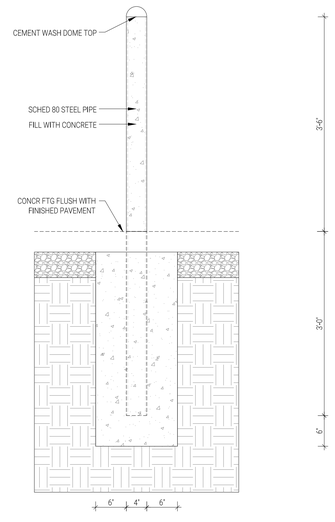
NOTES:

1. EDGE TO BE SAWED WITH CONCRETE SAW TO A NEAT SQUARED EDGE. BROOMED CLEAN OF DUST BEFORE TACK COAT IS APPLIED.
2. EDGES TO BE TACKED WITH CRS-1 OR CRS-1.
3. CONTRACTOR RESPONSIBLE FOR REPLACEMENT OF ANY PAVEMENT MARKINGS DISTURBED OF COVERED BY OVERLAY.

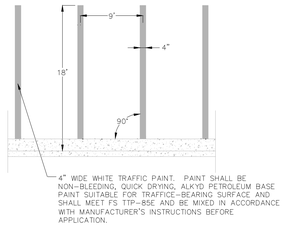
7 ASPHALT PATCH DETAIL
NTS



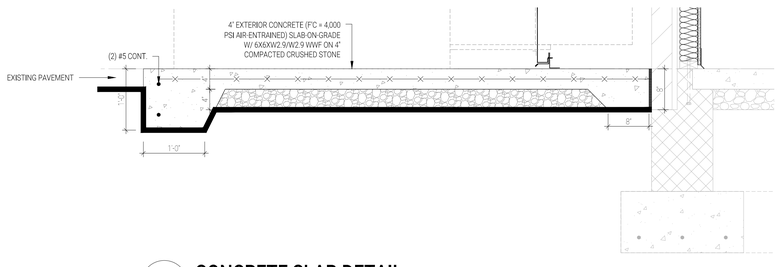
3 ACCESSIBLE SIGNAGE, TYP.
1" = 1'-0"



4 GUARD POST, TYP.
1" = 1'-0"



6 PAINT STRIPE DETAIL
NTS



8 CONCRETE SLAB DETAIL
1"= 1'-0"

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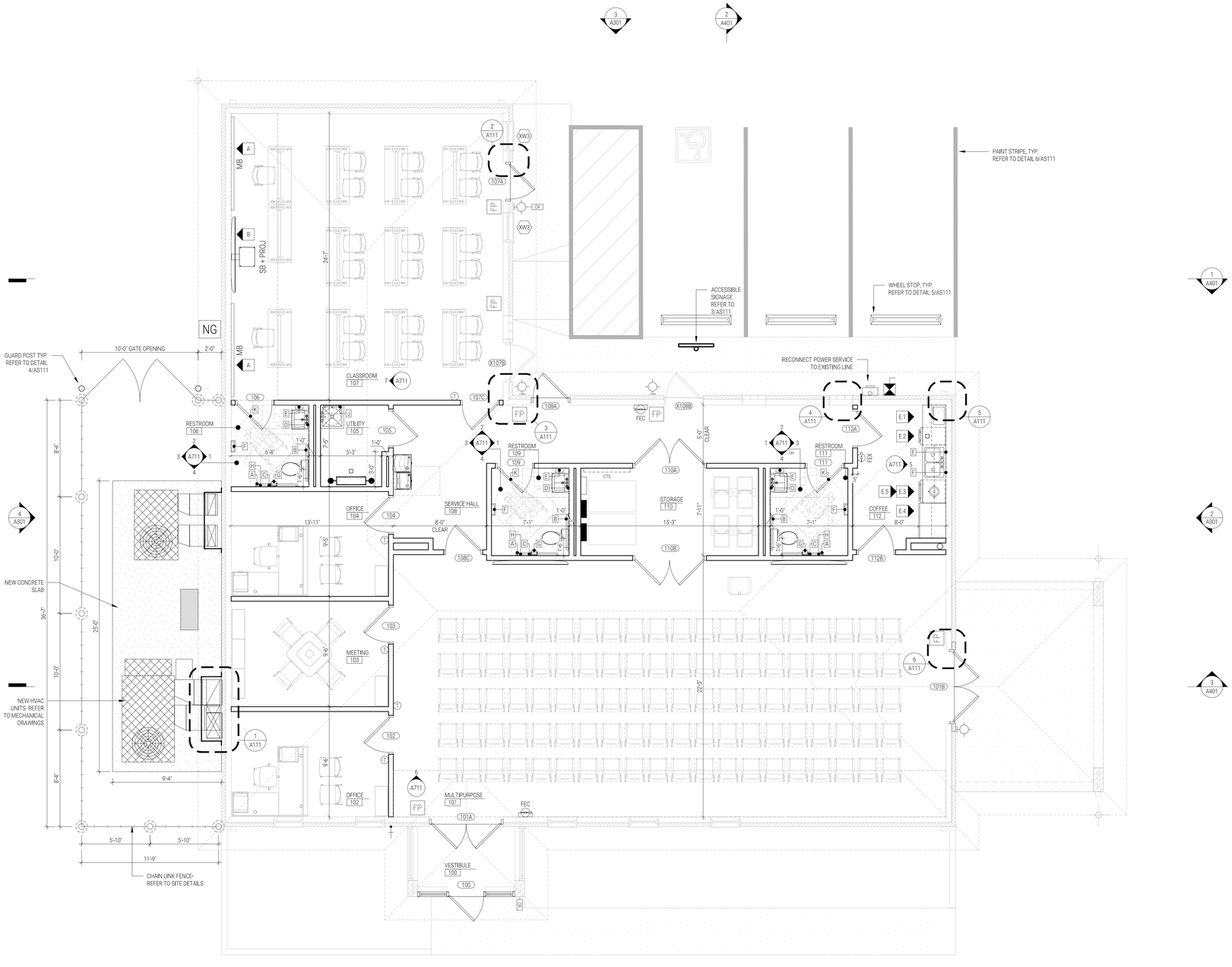
SITE DETAILS - FENCE & MISCELLANEOUS

SHEET

AS111

0' 6' 1' 2'

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1 FLOOR PLAN

1/4"=1'-0"

WALL LEGEND

REFER TO G003 FOR WALL TYPES

ALL INTERIOR PARTITIONS TYPE 1 OR TYPE 2, U.N.O.

EXISTING WOOD STUD WALL WITH BRICK VENEER TO REMAIN

1 PARTITION TYPE 1 - TYPICAL 1-SIDED - WALL OPEN TO FINISH SPACE ON 1 SIDE

2 PARTITION TYPE 2 - TYPICAL 2-SIDED - WALL OPEN TO FINISH SPACE ON BOTH SIDES

GENERAL NOTES - FLOOR PLAN

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDITION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCITON.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
4	DIMENSIONS MARKED "V.I.F." OR "VERIFY" SHALL BE VERIFIED IN FIELD PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT IF SUCH DIMENSIONS DIFFER FROM FIELD CONDITIONS.
5	ALL INTERIOR WALL CONSTRUCTION TO BE NON-RATED STEEL STUD PARTITIONS UNLESS OTHERWISE NOTED.
6	ALL PARTITIONS ARE DIMENSIONED TO THE FINISHED FACE OF THE PARTITION UNLESS NOTED OTHERWISE.
7	PROVIDE METAL WALL BLOCKING/ANCHOR STRIPS FOR ALL WALL MOUNTED ACCESSORIES, EQUIPMENT AND MISCELLANEOUS ITEMS.
8	DOORS SHALL BE LOCATED IN ACCORDANCE WITH ONE OF THE FOLLOWING UNLESS OTHERWISE NOTED: HINGE JAMBS SHALL BE LOCATED 4 INCHES FROM INSIDE CORNERS OF WALLS, OR DOORS/OPENING SHALL BE CENTERED ON WALL/BAY.
9	FEC-1 INDICATES RECESSED FIRE EXTINGUISHER CABINET & FEC-2 INDICATES SEMI-RECESSED FIRE EXTINGUISHER CABINET.

TOILET ACCESSORIES SCHEDULE

*REFER TO G002 FOR TYPICAL MOUNTING HEIGHTS FOR ACCESSORIES

MARK	PRODUCT		DESCRIPTION	ROOM NUMBER 105	106	109	111	112
A	BOBRICK	B-6806x42	3'-6" STAINLESS STEEL GRAB BAR, 1 1/2" DIA., SATIN FINISH		1	1	1	
B	BOBRICK	B-6806x36	3'-0" STAINLESS STEEL GRAB BAR, 1 1/2" DIA., SATIN FINISH		1	1	1	
C	BOBRICK	B-6806x18	1'-6" STAINLESS STEEL GRAB BAR, 1 1/2" DIA., SATIN FINISH, MOUNTED VERTICALLY		1	1	1	
D	BOBRICK	B-290-1830	18" x 30" STAINLESS STEEL ANGLE FRAME MIRROR		1	1	1	
E	PROVIDED BY OWNER, CONTRACTOR TO INSTALL.		SURFACE-MOUNTED SOAP DISPENSER		1	1	1	1
F			SURFACE-MOUNTED PAPER TOWEL DISPENSER		1	1	1	1
G			SURFACE-MOUNTED TOILET TISSUE DISPENSER, MULTI-ROLL		1	1	1	
H			SURFACE-MOUNTED SANITARY NAPKIN DISPOSAL		1	1	1	
J	BOBRICK	B-224X36	UTILITY SHELF WITH MOP HOLDER	1				
K	BOBRICK	B-9542	SURFACE MOUNTED COAT HOOK		1	1	1	

EQUIPMENT SCHEDULE

MARK	PRODUCT	DESCRIPTION	ROOM NUMBER 112
E.1	BY OWNER, N.I.C.	MICROWAVE	1
E.2		UNDER-COUNTER ICE MACHINE	1
E.3		DISHWASHER	1
E.4		FRENCH-DOOR REFRIGERATOR	1
E.5		COMMERCIAL PLUMBED COFFEE MACHINE	1

CLASSROOM EQUIPMENT SCHEDULE

MARK	TYPE	DESCRIPTION	MANUFACTURER	MODEL NO.	FINISH PANEL	COLOR	TRIM	107
A	TYPE A	5' X 8' MARKER BOARD	CLARIDGE	SERIES 1	MARKER	WHITE	SATIN ALUMINUM TRIM	2
B	-	PROJECTOR AND WALL MOUNT BY OWNER	TBD	TBD	-	-	-	1
		SMART SCREEN BY OWNER	TBD	TBD	-	-	-	1

twa
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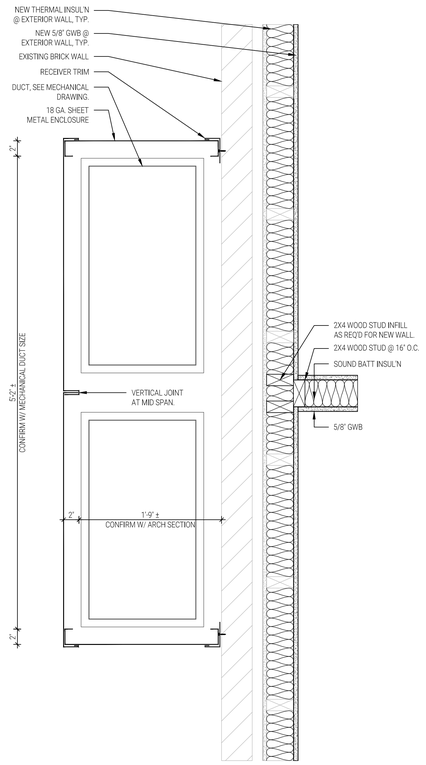
FLOOR PLAN

SHEET

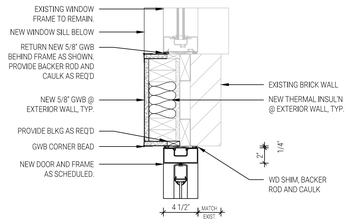
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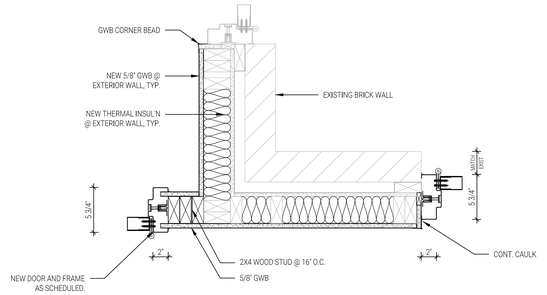
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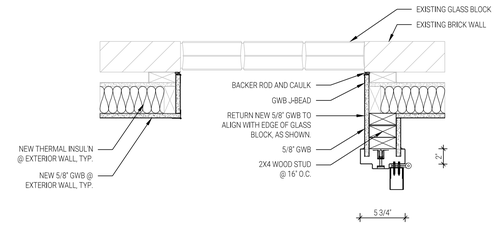
1 **PLAN DETAIL**
1-1/2"=1'-0"



2 **PLAN DETAIL**
1-1/2"=1'-0"



3 **PLAN DETAIL**
1-1/2"=1'-0"



4 **PLAN DETAIL**
1-1/2"=1'-0"

5 **PLAN DETAIL**
1-1/2"=1'-0"

6 **PLAN DETAIL**
1-1/2"=1'-0"

0' 1' 2' 4' 8'

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ISSUE DATE MAY 15, 2023
TITLE

PLAN DETAILS

SHEET

A111

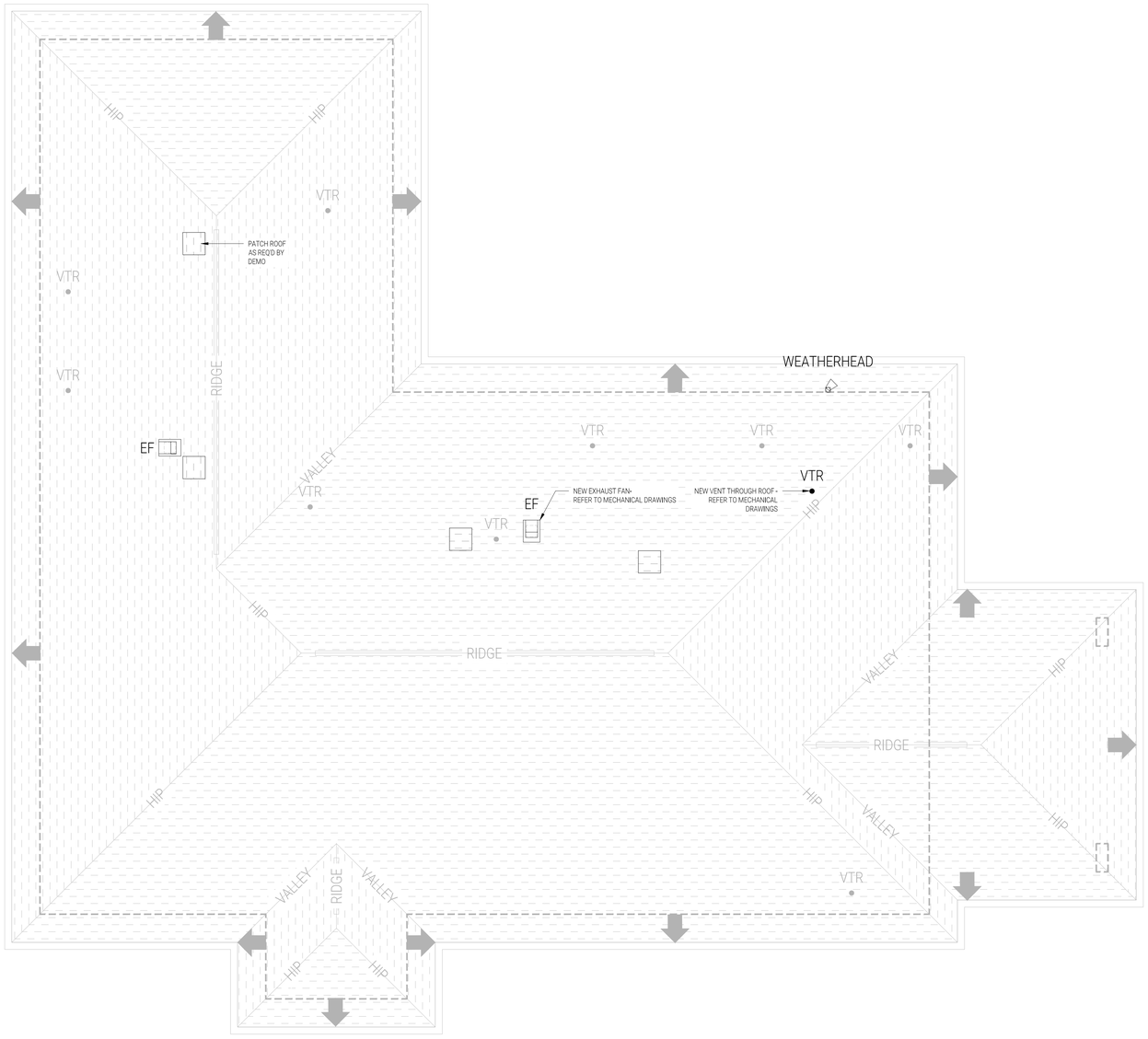
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ROOF PLAN LEGEND

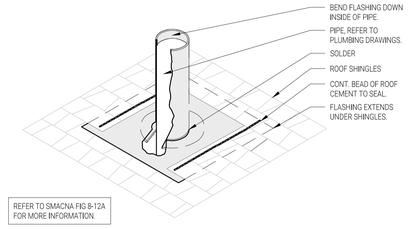
- EXISTING ASPHALT SHINGLE ROOF
- ASPHALT SHINGLE ROOF PATCHES
- ROOF EXHAUST FAN

GENERAL NOTES - ROOF PLAN

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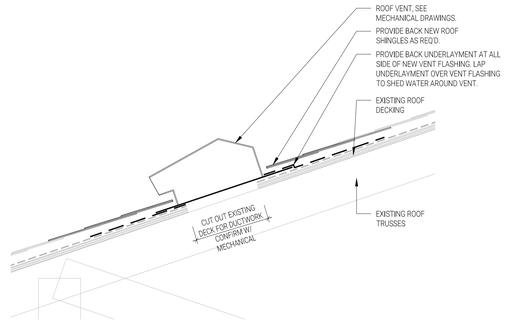


1 **ROOF PLAN**
1/4"=1'-0"



REFER TO SMACNA FIG 8-12A FOR MORE INFORMATION.

2 **VTR ROOF PENETRATION DETAIL**
NTS



3 **ROOF PATCH AT NEW ROOF VENT DETAIL**
1-1/2"=1'-0"

0' 1' 2' 4' 8'

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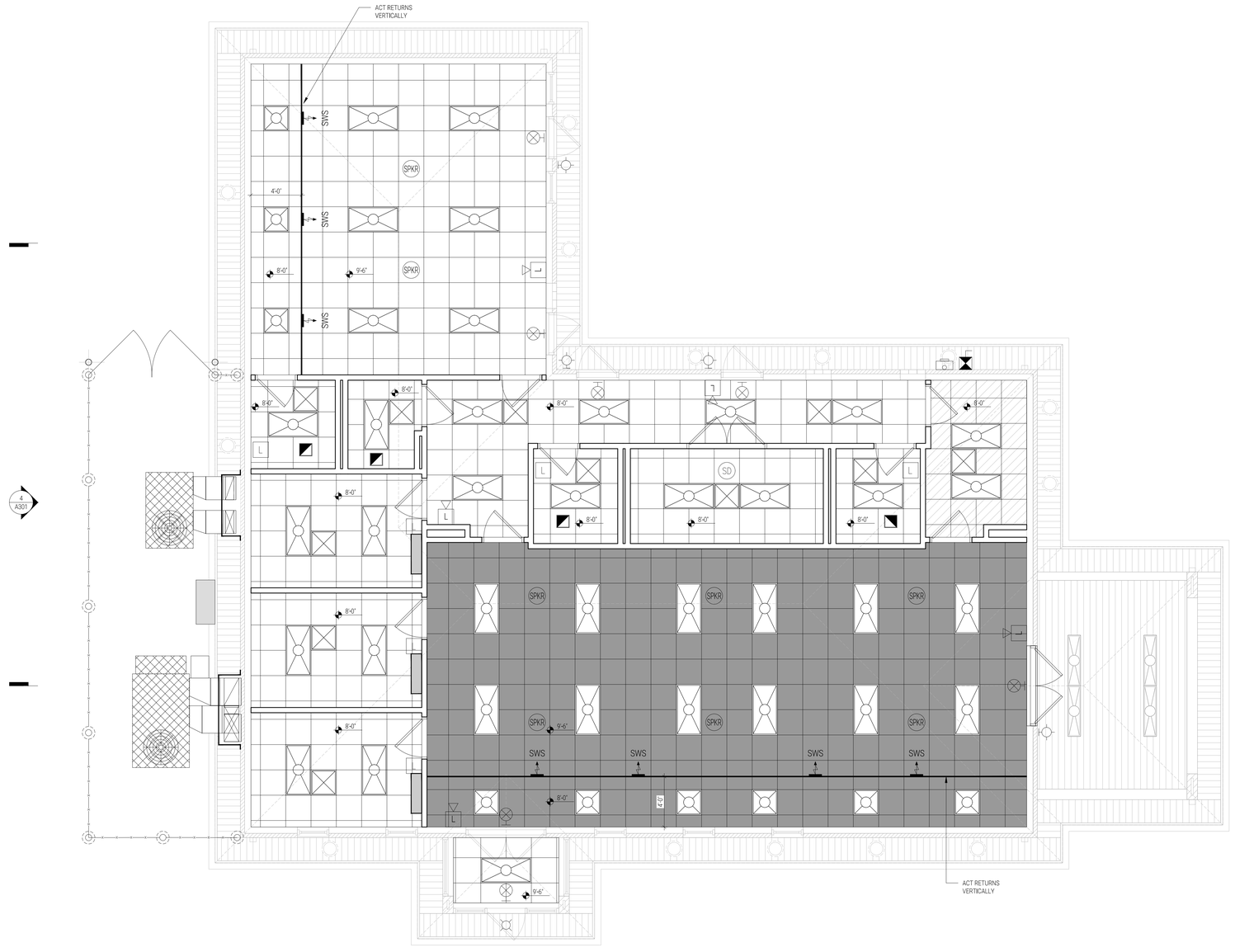
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PROJECT NO.	022-020
ISSUE DATE	MAY 15, 2023
TITLE	ROOF PLAN
SHEET	A121

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RCP LEGEND

- ACOUSTICAL PANEL CEILING : ACT-1, REFER TO SPECIFICATIONS
- ACOUSTICAL PANEL CEILING : ACT-2, REFER TO SPECIFICATIONS
- ACOUSTICAL PANEL CEILING : ACT-3, REFER TO SPECIFICATIONS
- EXISTING METAL SOFFIT PANELS TO REMAIN
- LED LAY-IN LIGHT FIXTURE, 2' X 4'
- LED LAY-IN LIGHT FIXTURE, 2' X 4', EMERGENCY
- LED LAY-IN LIGHT FIXTURE, 2' X 2'
- LED LAY-IN LIGHT FIXTURE, 2' X 2', EMERGENCY
- LED SURFACE MOUNTED LIGHT FIXTURE
- LED SUSPENDED LIGHT FIXTURE
- LED RECESSED LIGHT FIXTURE
- LED WALL MOUNTED LIGHT FIXTURE
- EXIT LIGHT, CEILING MOUNTED
- EXIT LIGHT, WALL MOUNTED
- EXIT / EMERGENCY LIGHT, WALL MOUNTED
- EMERGENCY LIGHT, WALL MOUNTED
- HVAC DIFFUSER, SUPPLY AIR
- HVAC DIFFUSER, RETURN AIR
- HVAC DIFFUSER, EXHAUST AIR
- CEILING ACCESS PANEL / ROOF HATCH
- (HD) HEAT DETETCTOR, SURFACE MOUNTED
- (S) CEILING SOUND SPEAKER
- (WF) WI-FI CEILING MOUNTED TRANSPONDER
- (SD) SMOKE DETECTOR, SURFACE MOUNTED
- SPRINKLER HEAD, CEILING MOUNTED
- SPRINKLER HEAD, WALL MOUNTED

GENERAL NOTES - RCP

1	SEE MECHANICAL, ELECTRICAL, AND FIRE PROTECTION DRAWINGS FOR MORE INFORMATION ON LIGHT FIXTURES AND OTHER CEILING ITEMS.

1 CEILING PLAN

1/4"=1'-0"

0' 1' 2' 4' 8'

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EHS ALTERNATIVE SCHOOL, CONFERENCE CENTER, AND SOCIAL WORK

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PLUMBING
MECHANICAL

MECHANICAL DESIGN SERVICES
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ELECTRICAL

VREELAND ENGINEERS
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THOMAS E. WEEMS
REGISTERED
ARCHITECT
217
5-15-23
STATE OF TENNESSEE

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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

CEILING PLAN

SHEET

A201

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EXTERIOR MATERIAL LEGEND

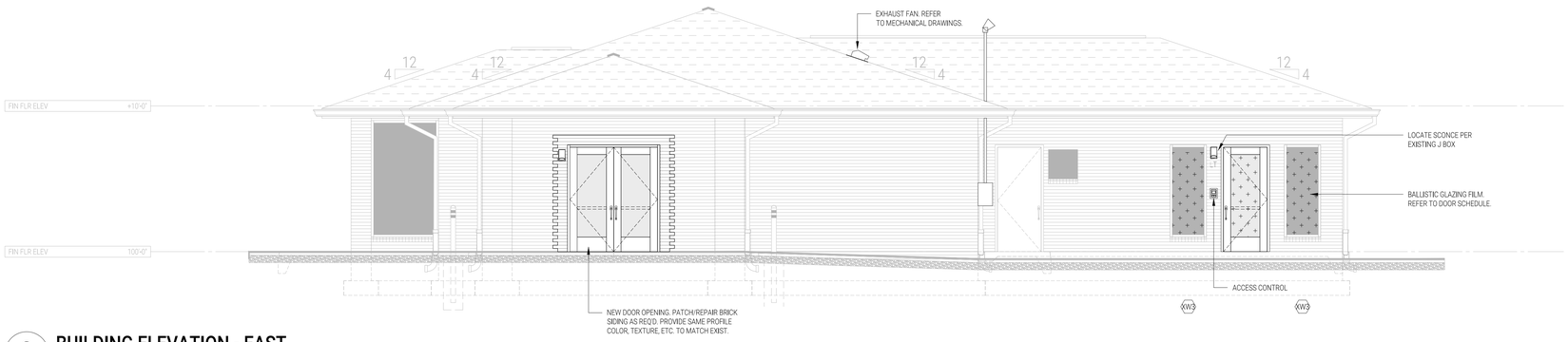
- EXISTING BRICK
- EXISTING SHINGLE ROOF
- NEW BRICK

ABBREVIATIONS

DS	DOWNSPOUT
LT	EXTERIOR LIGHT FIXTURE



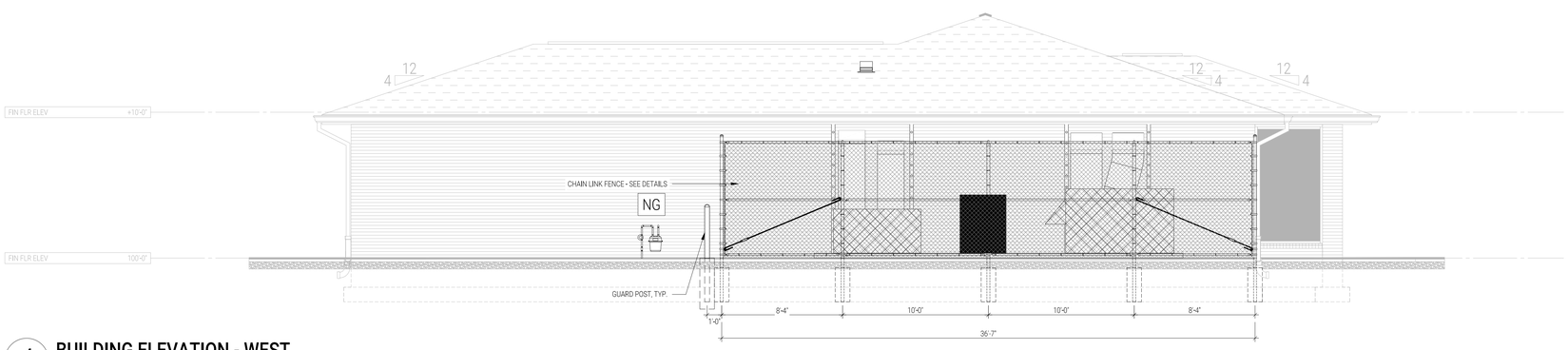
1 BUILDING ELEVATION - SOUTH
1/4"=1'-0"



2 BUILDING ELEVATION - EAST
1/4"=1'-0"



3 BUILDING ELEVATION - NORTH
1/4"=1'-0"



4 BUILDING ELEVATION - WEST
1/4"=1'-0"

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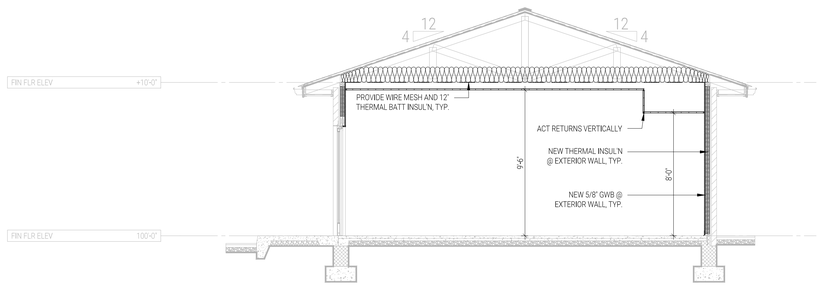
ELECTRICAL
VREELAND ENGINEERS
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KNOXVILLE, TN 37919

THOMAS E. WEEMS REGISTERED ARCHITECT No. 15270 STATE OF TENNESSEE

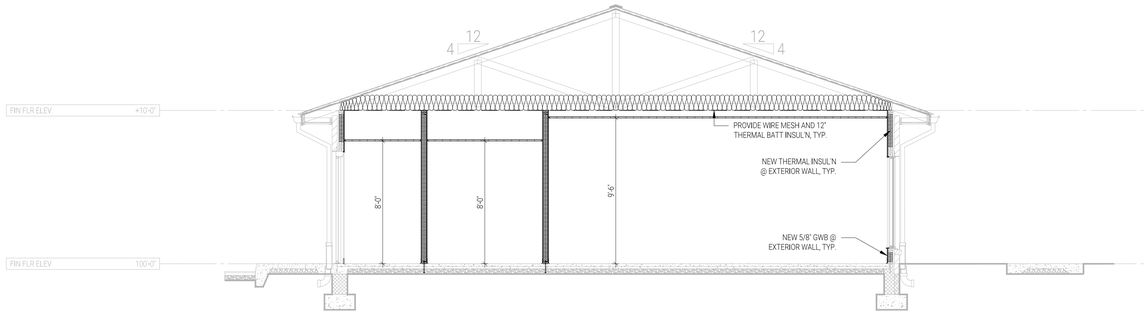
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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE
BUILDING ELEVATIONS
SHEET
A301

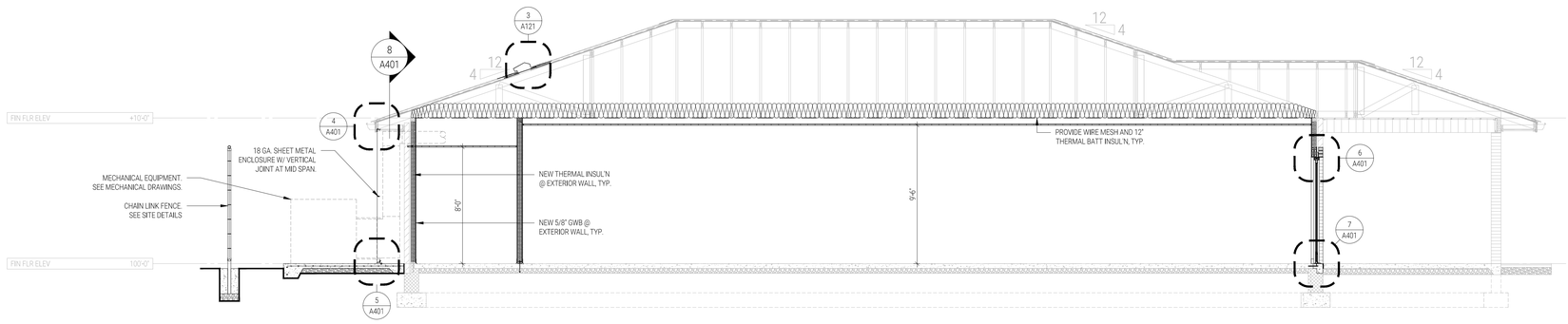
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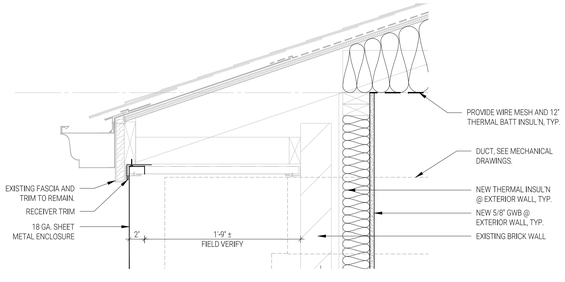
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1/4"=1'-0"



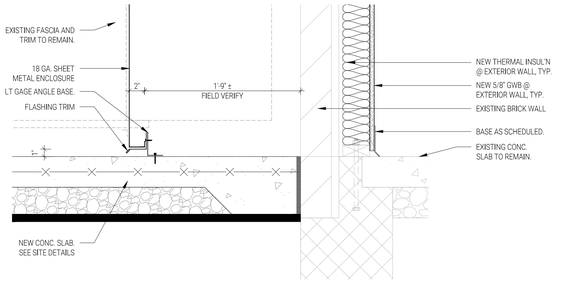
2 BUILDING SECTION
1/4"=1'-0"



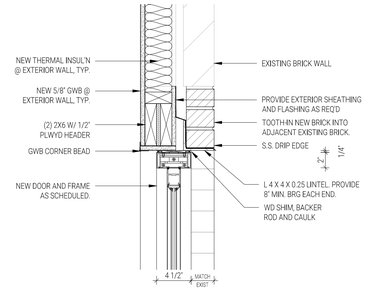
3 BUILDING SECTION
1/4"=1'-0"



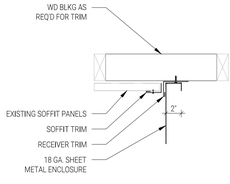
4 SECTION DETAIL
1-1/2"=1'-0"



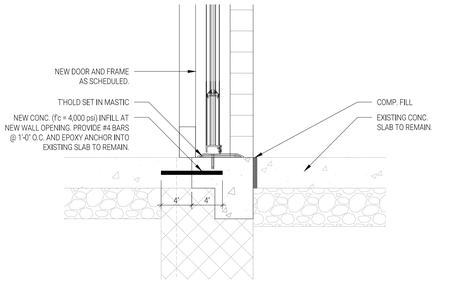
5 SECTION DETAIL
1-1/2"=1'-0"



6 SECTION DETAIL
1-1/2"=1'-0"



8 SECTION DETAIL
1-1/2"=1'-0"



7 SECTION DETAIL
1-1/2"=1'-0"

0 1" 2 4 8

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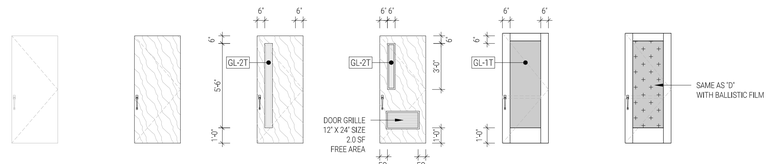
PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

BUILDING SECTIONS

SHEET

A401

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XA EXISTING TO REMAIN FLUSH HM DOOR

A FLUSH PLAM DOOR

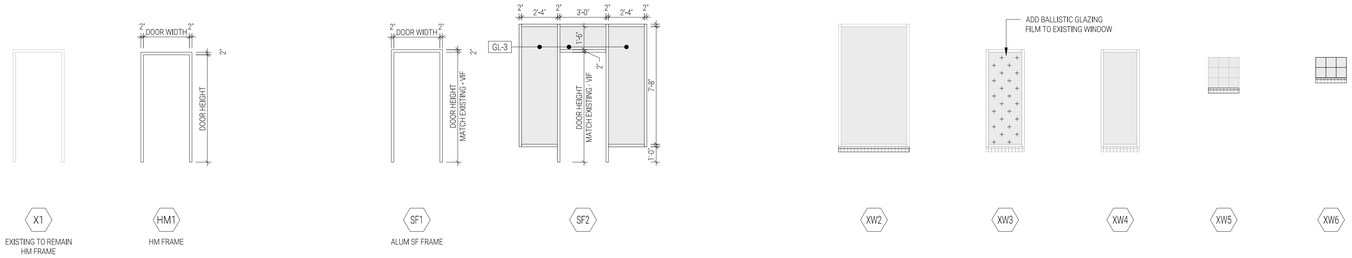
B FLUSH PLAM DOOR W/ LONG NARROW LT

C FLUSH PLAM DOOR W/ NARROW LT & METAL LOUVER PANEL

D MED STILE SF DOOR W/ FULL LT

D1

1 DOOR TYPES
1/4"=1'-0"



X1 EXISTING TO REMAIN HM FRAME

HM1 HM FRAME

SF1 ALUM SF FRAME

SF2

XW2

XW3

XW4

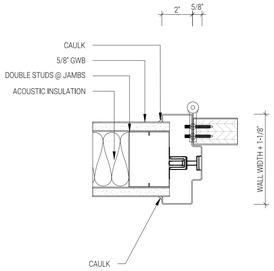
XW5

XW6

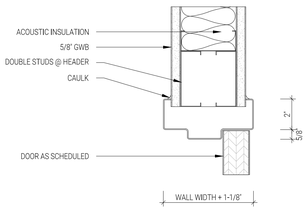
2 HM FRAME TYPES
1/4"=1'-0"

3 SF FRAME TYPES
1/4"=1'-0"

4 WINDOW TYPES
1/4"=1'-0"



5 JAMB DETAIL - WD DOOR W/ HM FRAME
3"=1'-0"



6 HEAD DETAIL - WD DOOR W/ HM FRAME
3"=1'-0"

DOOR SCHEDULE

MARK	PANEL QUANTITY	PANEL HEIGHT	PANEL WIDTH	PANEL THICKNESS	PANEL MATERIAL	DOOR TYPE	FRAME MATERIAL	FRAME TYPE	HEAD DETAIL	JAMB DETAIL	FIRE RATING	HARDWARE	NOTES	MARK
EXISTING TO REMAIN														
X107B	1	7'-0"	3'-0"	0'-1 3/4"	ETR	XA	ETR	X1	-	-		6		X107B
X108B	1	7'-0"	3'-0"	0'-1 3/4"	ETR	XA	ETR	X1	-	-		6		X108B
NEW														
100	1	7'-2" VIF	3'-0" VIF	0'-1 3/4"	ALUM	D	SF	SF-2	2/A111 SIM	6/A401 SIM		3	ACCESS CONTROL	100
101A	2	7'-2" VIF	3'-0" VIF	0'-1 3/4"	ALUM	D	SF	SF-1	2/A111 SIM	6/A401 SIM		5		101A
101B	2	7'-2" VIF	3'-0" VIF	0'-1 3/4"	ALUM	D	SF	SF-1	6/A111	6/A401		4		101B
102	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	B	HM	HM-1	6/A601	5/A601		11	UNDERCUT DOOR PER MECHANICAL DRAWINGS	102
103	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	B	HM	HM-1	6/A601	5/A601		11	UNDERCUT DOOR PER MECHANICAL DRAWINGS	103
104	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	B	HM	HM-1	6/A601	5/A601		11	UNDERCUT DOOR PER MECHANICAL DRAWINGS	104
105	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		12	UNDERCUT DOOR PER MECHANICAL DRAWINGS	105
106	1	7'-2"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		10		106
107A	1	7'-2" VIF	3'-0" VIF	0'-1 3/4"	ALUM	D1	SF	SF-1	2/A111	6/A401 SIM		2	ACCESS CONTROL	107A
107C	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		13		107C
108A	1	7'-2" VIF	3'-0" VIF	0'-1 3/4"	ALUM	D	SF	SF-1	3/A111	6/A401 SIM		1		108A
108C	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	C	HM	HM-1	6/A601	5/A601		8		108C
109	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		10	UNDERCUT DOOR PER MECHANICAL DRAWINGS	109
110A	2	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		14		110A
110B	2	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		14		110B
111	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		10	UNDERCUT DOOR PER MECHANICAL DRAWINGS	111
112A	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	A	HM	HM-1	6/A601	5/A601		8		112A
112B	1	7'-0"	3'-0"	0'-1 3/4"	PLAM	C	HM	HM-1	6/A601	5/A601		9		112B

GENERAL NOTES

1	NOTED DIMENSIONS ARE DOOR CLEAN OPENING, EXCLUSIVE OF STOPS.
2	DOORS MAY BE UNDERCUT A MAXIMUM DIMENSION ALLOWED BY FIRE LABEL.
3	DIMENSIONS INDICATED AS FEET AND INCHES; 3'-0" = 3 FEET, 0 INCHES
4	ALL DOORS ARE 1-3/4" THICK UNLESS NOTED OTHERWISE.
5	ALL DOOR AND FRAME ASSEMBLIES ARE MINIMUM LABEL NOTED.
6	ALL HOLLOW METAL DOORS / FRAMES ARE TO BE FACTORY PRIMED AND FIELD PAINTED.
7	VISION PANELS IN NON-RATED DOORS TO BE INSTALLED IN METAL FRAMES. PAINT FRAMES.
8	VISION PANELS IN RATED DOORS TO BE INSTALLED IN METAL FRAMES. PAINT FRAMES.
9	INTERIOR AND EXTERIOR PASSAGE DOORS WITH LATCHING HARDWARE MUST BE EQUIPPED WITH OPERATING HARDWARE DEVICES THAT COMPLY WITH NCHD 4.3.9 (A) (1-4).
10	PROVIDE TEXTURED SURFACES ON DOOR HANDLES LEADING TO HAZARDOUS AREAS.
11	INSTALL VISION PANELS IN DOORS WITH BOTTOM EDGE NO HIGHER THAN 40" A.F.F.
12	RATED DOORS TO HAVE RATED FRAMES, HARDWARE, CLOSERS, AND OTHER FIRE-RATED ACCESSORIES.
13	HARDWARE SCHEDULE INCLUDED IN PROJECT MANUAL - SPECIFICATION SECTION 08 7100 DOOR HARDWARE.
14	EXTERIOR HOLLOW METAL DOORS ARE TO BE INSULATED.
15	REQUIRED CLEAR OPENINGS NOTED FOR SLIDING DOOR SYSTEM. CONFIRM ALL DOOR PANEL SIZES WITH MANUFACTURER.
16	REFER TO MECHANICAL DRAWINGS FOR DOORS SCHEDULED TO BE UNDERCUT.
17	REFER TO PLANS FOR DOOR HANDING.

GLAZING SCHEDULE

REFER TO SPECIFICATIONS - COORDINATE ALL GLAZING WITH IBC REQUIREMENTS

GLAZING TYPE	DESCRIPTION
GL-1T	1/4" THICK, TEMPERED GLASS, TINTED SOLAR GRAY
GL-2T	1/4" THICK, TEMPERED GLASS, CLEAR
GL-3	SOLAR CONTROL LOW-E, INSULATING GLASS WITH TWO SHEETS OF 1/4" THICK GLASS HERMETICALLY SEALED TOGETHER AT THE EDGES WITH SPACERS AND SEALANT AND 1/2" DEHYDRATED AIR SPACE. -OUTSIDE PANE: 1/4" THICK FLOAT, TINTED SOLAR GRAY, LOW-E COATING ON SECOND SURFACE -INSIDE PANE: 1/4" THICK FLOAT, CLEAR
	INDICATES BALLISTIC GLAZING FILM

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PROJECT NO. 022-020

ISSUE DATE MAY 15, 2023

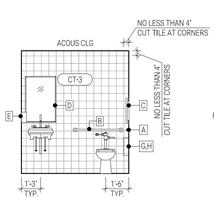
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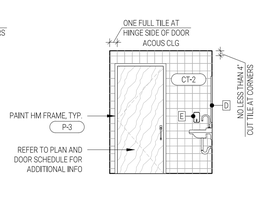
DOOR SCHEDULE

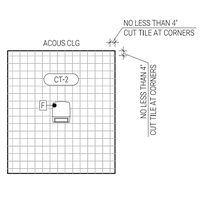
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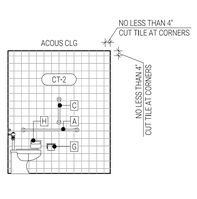
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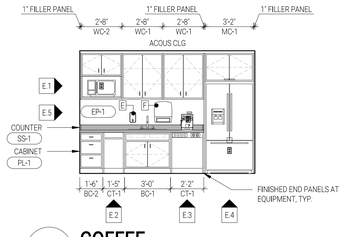
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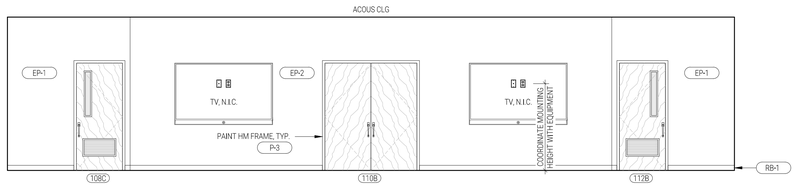
1 RESTROOM
1/4"=1'-0" | ROOM 106 EAST, 109 EAST, 111 WEST OH

2 RESTROOM
1/4"=1'-0" | ROOM 106 NORTH, 109 NORTH, 111 NORTH OH

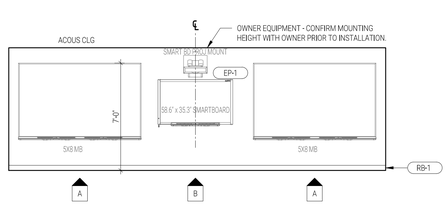
3 RESTROOM
1/4"=1'-0" | ROOM 106 WEST, 109 WEST, 111 EAST

4 RESTROOM
1/4"=1'-0" | ROOM 106 SOUTH, 109 SOUTH, 111 SOUTH OH

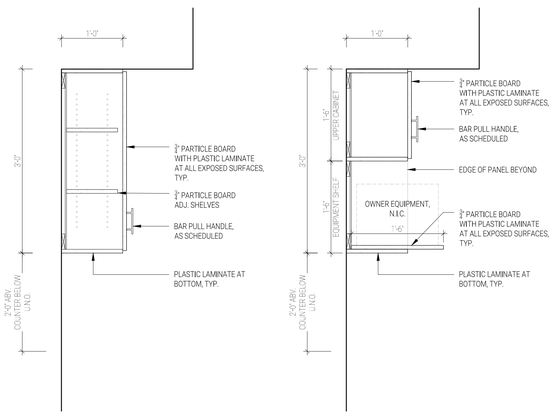
5 COFFEE
1/4"=1'-0" | ROOM 112 EAST



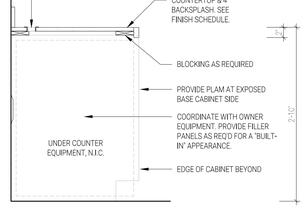
6 MULTIPURPOSE
1/4"=1'-0" | ROOM 101 NORTH



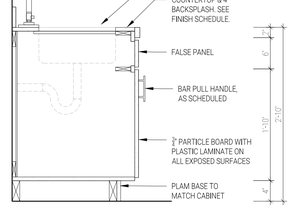
7 MULTIPURPOSE
1/4"=1'-0" | ROOM 107 WEST



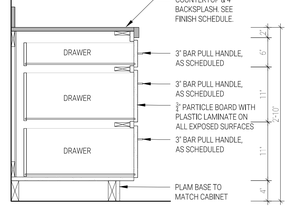
8 WC-1
1"=1'-0" | 36"H WALL CABINET



9 WC-2
1"=1'-0" | 36"H WALL CABINET W/ EQUIP. SHELF

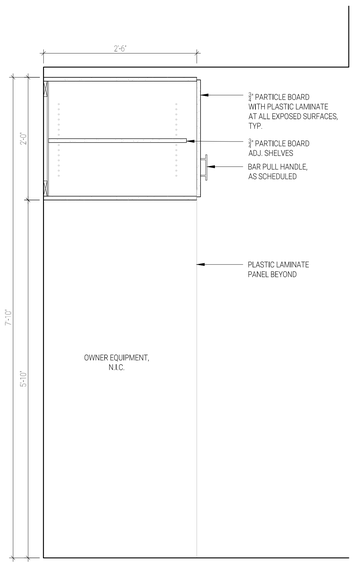


10 CT-1
1"=1'-0" | 34"H COUNTER



11 BC-1
1"=1'-0" | 34"H SINK BASE CABINET

12 BC-2
1"=1'-0" | 34"H BASE W/ 3 DRAWERS



13 MC-1
1"=1'-0" | WALL CABINET @ REFRIGERATOR

TOILET ACCESSORIES SCHEDULE

*REFER TO G002 FOR TYPICAL MOUNTING HEIGHTS FOR ACCESSORIES

MARK	PRODUCT		DESCRIPTION	ROOM NUMBER 105	106	109	111	112
A	BOBRICK	B-6806x42	3'-6" STAINLESS STEEL GRAB BAR, 1 1/2" DIA., SATIN FINISH		1	1	1	
B	BOBRICK	B-6806x36	3'-0" STAINLESS STEEL GRAB BAR, 1 1/2" DIA., SATIN FINISH		1	1	1	
C	BOBRICK	B-6806x18	1'-6" STAINLESS STEEL GRAB BAR, 1 1/2" DIA., SATIN FINISH, MOUNTED VERTICALLY		1	1	1	
D	BOBRICK	B-290-1830	18" x 30" STAINLESS STEEL ANGLE FRAME MIRROR		1	1	1	
E	PROVIDED BY OWNER, CONTRACTOR TO INSTALL		SURFACE-MOUNTED SOAP DISPENSER		1	1	1	1
F			SURFACE-MOUNTED PAPER TOWEL DISPENSER		1	1	1	1
G			SURFACE-MOUNTED TOILET TISSUE DISPENSER, MULTI-ROLL		1	1	1	
H			SURFACE-MOUNTED SANITARY NAPKIN DISPOSAL		1	1	1	
J	BOBRICK	B-224X36	UTILITY SHELF WITH MOP HOLDER	1				
K	BOBRICK	B-9542	SURFACE MOUNTED COAT HOOK		1	1	1	

EQUIPMENT SCHEDULE

MARK	PRODUCT	DESCRIPTION	ROOM NUMBER 112
E.1	BY OWNER, N.I.C.	MICROWAVE	1
E.2		UNDER-COUNTER ICE MACHINE	1
E.3		DISHWASHER	1
E.4		REFRIGERATOR	1
E.5		COMMERCIAL PLUMBED COFFEE MACHINE	1

CLASSROOM EQUIPMENT SCHEDULE

MARK	TYPE	DESCRIPTION	MANUFACTURER	MODEL NO.	FINISH PANEL	COLOR	TRIM	TRIM	107
A	TYPE A	5' X 8' MARKER BOARD	CLARIDGE	SERIES 1	MARKER	WHITE	SATIN ALUMINUM TRIM		2
B	-	PROJECTOR AND WALL MOUNT BY OWNER	TBD	TBD	-	-	-		1
		SMART SCREEN BY OWNER	TBD	TBD	-	-	-		1

GENERAL NOTES - CASEWORK

1	SCALE: 1/2" = 1'-0" UNLESS NOTED OTHERWISE
2	NOTE THAT CABINET TYPES SHOWN ON THE CASEWORK DIAGRAM SHEETS ARE INDICATED ON INTERIOR ELEVATIONS AND EACH CABINET MAY BE MARKED BY THE "CASEWORK TAG" DESCRIBED BELOW. 0'-0" (CABINET WIDTH) XX-0 (CABINET TYPE)
3	ABBREVIATIONS:
	L — LOCK
	FD — FILE DRAWER
	KBD — ARTICULATING KEYBOARD DRAWER
	STDS — STANDARDS
	PD — PENCIL DRAWER
	TL — TASK LIGHT
	TV — TELEVISION
	FEC — FIRE EXTINGUISHER CABINET
	MB — MARKER BOARD
	SS — STAINLESS STEEL
4	DIMENSIONS SHOWN ON THE CASEWORK DIAGRAMS (MEASURED TO FACE OF CABINET AND TOP OF COUNTERTOP WHERE APPLICABLE) APPLY TO ALL CABINET TYPES IN EACH GROUP, UNLESS OTHERWISE NOTED. REFER TO FLOOR PLANS, INTERIOR ELEVATIONS, OR CASEWORK TAGS FOR SUPPLEMENTAL CABINET DIMENSIONS.
5	REFER TO CABINET DETAILS, WHICH SUPPLEMENT THE CASEWORK DIAGRAMS AND INDICATE: CABINET TYPES TO WHICH THE DETAIL APPLIES, CABINET ASSEMBLY COMPONENTS, QUANTITY AND LOCATION OF ADJUSTABLE/FIXED SHELVES, DETAILED DIMENSIONS, AND OTHER REQUIREMENTS. (NOTE THAT ALL DETAILED REQUIREMENTS FOR EACH CABINET ARE NOT INDICATED ON THE CASEWORK DIAGRAMS)
6	CASEWORK OR COUNTERTOPS ARE NOT TO CONCEAL ANY RECEPTACLE, SWITCH, OR DEVICES U.N.O.
7	PROVIDE FIRE-RETARDANT-TREATED MATERIAL OR METAL BACKING PLATES FOR ALL CONCEALED BLOCKING OF WALL OR CEILING MOUNTED CASEWORK, SHELVING, EQUIPMENT, ACCESSORIES, SPECIAL TIES, AND SIMILAR ITEMS.
8	FINISH INFORMATION FOR CABINETS AND COUNTERTOPS ARE IDENTIFIED ON THE ROOM FINISH SCHEDULE AND IN THE SPECIFICATIONS.
9	FILLERS - PROVIDE FILLER STRIPS AND SCRIBES AT ALL LOCATIONS WHERE CASEWORK MEETS ADJACENT WALL OR FASCIA. PROVIDE A MINIMUM 1" WIDE FILLER STRIP AT ALL INSIDE CORNERS OF CASEWORK TO ALLOW FOR OPERATION OF DRAWERS AND DOORS.
10	GROMMETS - PROVIDE GROMMETS IN COUNTERTOPS WHERE RECEPTACLES (POWER, DATA, OR COMMUNICATION) ARE INDICATED IN THE KNEE SPACE BELOW. (MINIMUM 18" O.C.) INSTALL GROMMETS IN FIELD. VERIFY LOCATIONS WITH ARCHITECT AND OWNER.
11	COUNTERTOPS - ALL COUNTERTOPS SHALL BE PLASTIC LAMINATE, 25" NORMAL DEPTH U.N.O. PROVIDE 4" HIGH SIDE SPLASHES AND BACK SPLASHES TO MATCH COUNTERTOP'S MATERIAL. PROVIDE 1" FRONT AND SIDE OVERHANGS. ALL OUTSIDE COUNTERS TO BE 2" RADIUS U.N.O. COORDINATE WITH NOSING MATERIAL
12	SHELVING - ALL CASEWORK SHELVING TO BE ADJUSTABLE U.N.O. SEE INTERIOR ELEVATIONS AND CASEWORK DETAILS FOR TYPICAL QUANTITY OF SHELVES FOR BASE, WALL, AND FULL-HEIGHT UNITS.
13	BASE AND TOE KICKS - PROVIDE FINISH BASE MATERIAL ON CASEWORK FRONT AND SIDE TOE KICKS TO MATCH BASE MATERIAL OF ROOM. SEE ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION. PROVIDE A 3" DEEP AND 4" TALL FRONT TOE KICK AT ALL BASE AND FULL-HEIGHT CASEWORK U.N.O. PROVIDE A 2" DEEP AND 4" SIDE TOE KICK AT ALL EXPOSED ENDS OF BASE AND FULL-HEIGHT CASEWORK U.N.O.
14	CABINET HARDWARE SCHEDULED IN SPECIFICATION SECTION 06 4100 AND 08 7100.
15	PROVIDE SEALANT BETWEEN BACK SPLASHES AND SIDE SPLASHES AND THE COUNTERTOP AND WALL.

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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE
INTERIOR ELEVATIONS AND CASEWORK DETAILS
SHEET
A711

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GENERAL NOTES

INTERIOR GENERAL NOTES

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3	PROVIDE ALL INTERIOR FINISHES PER SCHEDULE & SPECIFICATIONS. SUBSTITUTIONS REQUIRE APPROVAL.
4	GENERAL CONTRACTOR TO INSTALL ALL FINISHES ACCORDING TO FINISH MANUFACTURER'S RECOMMENDATION.
5	SUBMIT TWO (2) SAMPLES FOR APPROVAL PER MATERIAL SPECIFIED, LABEL EACH TO MATCH THE FINISH KEY DESIGNATION. INCLUDE PRODUCT DATA, SEAMING DIAGRAMS AND SHOP DRAWINGS PRIOR TO PROCUREMENT OR FABRICATION.
6	ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8 OF THE 2012 INTERNATIONAL BUILDING CODE AND NFPA 101, 2012.
7	ALL INTERIOR WALL & CEILING FINISH MATERIAL SHALL BE CLASS 'A' OR CLASS 'B'.
8	ALL INTERIOR FLOOR COVERINGS TO BE CLASS '1' OR CLASS '2'.

INTERIOR DEMOLITION

1	VERIFY WITH OWNER/ARCHITECT WHICH ITEMS INDICATED TO BE REMOVED ARE TO BE REUSED IN THE PROJECT OR TURNED OVER TO THE OWNER. ITEMS NOT SO DESIGNATED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF.
2	REPLACE ANY ITEM DEMOLISHED OR DAMAGED BY DEMOLITION AND NOT SPECIFIED FOR DEMOLITION WITH A LIKE ITEM AS APPROVED BY OWNER AT NO ADDITIONAL COST.
3	PROTECT ALL EXISTING FLOOR, WALL, AND CEILING FINISHES TO REMAIN AND REPAIR ANY DAMAGE AS A RESULT OF DEMOLITION OR CONSTRUCTION.
4	EXISTING BRICK TILE FLOORING IN VESTIBULE 100 TO REMAIN. USE PORTLAND BASED CEMENT LEVELING COMPOUND TO FILL GROUT LINES AND DEPRESSIONS TO PREPARE THE EXISTING FLOOR FOR NEW FLOORING.

PAINTING

1	REFER TO SPECIFICATIONS FOR PAINT FINISH SYSTEMS.
2	PAINT SHEENS:
	2.1 REFER TO MANUFACTURER'S STANDARD DEFINITION FOR GLOSS RANGE ON PAINT SHEENS.
	2.2 PROVIDE FLAT FINISH ON ALL CEILINGS, CEILING CLOUDS, AND EXPOSED CEILING COMPONENTS (STRUCTURAL, MECHANICAL, ELECTRICAL), U.N.O.
	2.3 PROVIDE EGGSHELL FINISH AT ALL GYPSUM BOARD WALLS AND EXPOSED CEILING STRUCTURE, U.N.O.
	2.4 PROVIDE SEMI-GLOSS FINISH AT ALL MASONRY WALLS, HOLLOW METAL FRAMES AND OTHER PAINTED METAL, U.N.O.
3	PROVIDE EPOXY PAINT IN AREAS SPECIFIED WITH AN "E" BEFORE PAINT DESIGNATION (i.e. EP-1 = SAME COLOR AS P-1 IN AN EPOXY FORMULATION)

FLOOR

1	PREPARE ALL FLOOR SURFACES TO RECEIVE NEW FLOORING MATERIAL PER MANUFACTURER'S INSTRUCTIONS. PATCH & LEVEL ALL OPENINGS, DEPRESSIONS, ETC. FLOOR MUST BE CLEAR OF ALL DEBRIS, ROUGHNESS, ETC. & LEVEL FOR INSTALLATION.
2	REFER TO FINISH FLOOR PLAN FOR FLOOR PATTERNS IN AREAS WITH MULTIPLE FLOORING MATERIALS.
3	FLOORING SUBCONTRACTOR TO INSTALL NOTED TRANSITION STRIPS AT ALL OCCURRENCES OF FLOORING MATERIAL CHANGE. ALIGN TRANSITION OF FLOOR MATERIAL WITH CENTER OF HINGE IN DOORWAY, U.N.O.
4	CENTER LAYOUT OF FLOORING IN ROOM, U.N.O. INSTALL FLOORING IN ORIENTATION SHOWN ON FINISH PLAN.
5	REFER TO DETAILS A/A801 AND B/A801 FOR AREAS WITH MULTIPLE FLOORING COLORS.

BASE

1	REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR BASE LOCATIONS AND EXTENTS.
2	PROVIDE RB-1 AS GENERAL WALL BASE THROUGHOUT, U.N.O.

WALL

1	PATCH AND PREP ALL WALLS TO REMAIN FOLLOWING DEMO.
2	USE GENERAL WALL PAINT EP-1, U.N.O. REFER TO FINISH SCHEDULE AND FINISH PLAN FOR ACCENT COLOR LOCATION AND EXTENT.
3	GRILLES, WALL DIFFUSERS, ELECTRICAL PANELS, WALL MOUNTED BOXES, ACCESS PANELS, HVAC, ETC., WHICH ARE EXPOSED IN FINISH SPACES TO BE FACTORY FINISHED, U.N.O. CONTACT ARCHITECT FOR COLOR SELECTION.

DOORS, WINDOWS & OPENINGS

1	DOORS TO BE FACTORY FINISHED. REFER TO FINISH AND DOOR SCHEDULE.
2	PROVIDE MANUAL SOLAR SHADES AT EXTERIOR WINDOW OPENINGS AS SCHEDULED. REFER TO FINISH PLAN AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
3	PAINT INTERIOR FACING HOLLOW METAL DOORS AND FRAMES P-3, U.N.O.
4	PAINT EXTERIOR FACING HOLLOW METAL DOORS AND FRAMES P-4, U.N.O.
5	PAINT ALL DOOR LITE FRAMES TO MATCH DOOR FRAME PER FINISH SCHEDULE.

CEILING

1	LIGHT FIXTURES, HOISTS, RIGGING, AND OTHER CEILING HARDWARE TO BE FACTORY FINISHED. COLOR TO BE SELECTED FROM MANUFACTURER'S FULL RANGE.

MILLWORK/WALL PROTECTION

1	MILLWORK FINISHES ON SHOP DRAWINGS MUST BE APPROVED BY ARCHITECT PRIOR TO PRODUCTION.
2	PROVIDE SS-1 AT ALL HORIZONTAL COUNTERTOPS ON ARCHITECTURAL CASEWORK, U.N.O.
3	PROVIDE PL-1 AT ALL VERTICAL ARCHITECTURAL CABINETS AND CASEWORK, U.N.O.
4	PROVIDE SS-1 AT ALL WINDOW SILLS, U.N.O.
5	WALL PROTECTION/LAMINATE WITH A WOOD GRAIN FINISH SHALL BE INSTALLED WITH GRAIN RUNNING IN THE VERTICAL DIRECTION, U.N.O. SEAM LOCATIONS WHERE APPLICABLE ARE NOTED ON ARCHITECTURAL DRAWINGS.
6	UTILITY 105: PROVIDE WP-1 AT MOP SINK. REFER TO DETAIL ON SHEET G002 FOR LOCATION AND EXTENT.

FINISH KEY

MATERIAL	ABRV.	DESCRIPTION	NOTES
LUXURY VINYL TILE	LVT-1	TARKETT - COLOR PLAY - COLOR POP - SEA SALT C145 - 18" X 18" TILE	GENERAL FLOOR
CUT FLOOR TILES, AS REQUIRED BY DETAILS A&B/A801	LVT-2	TARKETT - COLOR PLAY - COLOR POP - SALTON SEA C138 - 18" X 18" TILE	ACCENT FLOOR, REFER TO FINISH PLAN
	LVT-3	TARKETT - COLOR PLAY - COLOR POP - COAL C144 - 18" X 18" TILE	ACCENT FLOOR, REFER TO FINISH PLAN
	LVT-4	TARKETT - COLOR PLAY - COLOR POP - ORIOLE C133 - 9" X 36" TILE	ACCENT FLOOR, REFER TO FINISH PLAN
CARPET TILE	CPT-1	TARKETT - POWERBOND - ABRASIVE ACTION III 02578 - CHARCOAL 19100 - 6' X 105' ROLL	VESTIBULE WALK-OFF
CERAMIC TILE	CT-1	LOUISVILLE TILE - URBAN COLLECTION - INDUSTRY - 12" X 24" TILE - 1101133 ASH, MATTE FINISH - THIRD OFFSET PATTERN	RESTROOM FLOOR
	CT-2	MOSA - COLORS - 6" X 6" TILE - 16740 PEARL BLUE, STACKED BOND PATTERN	GENERAL RESTROOM WALL
	CT-3	MOSA - COLORS - 6" X 6" TILE - 17980 PAPRIKA, STACKED BOND PATTERN	ACCENT RESTROOM WALL, SEE ELEVATIONS
GROUT	G-1	TEC POWER GROUT - 1/8" JOINT - 939 MIST	RESTROOM FLOORS (CT-1)
	G-2	TEC POWER GROUT - 1/8" JOINT - 910 BRIGHT WHITE	RESTROOM WALLS (CT-2, CT-3)
RESILIENT BASE	RB-1	TARKETT - 4" TRADITIONAL RUBBER WALL BASE - COILED LENGTHS - 40 BLACK	GENERAL WALL BASE
TRANSITION STRIPS	TS-1	SCHLUTER - RENO-U - 10mm HEIGHT, 1-3/16" WIDTH, SATIN ANODIZED ALUMINUM - AEVT 100 B30	CERAMIC TILE TO RESILIENT TRANSITIONS
	TS-2	TARKETT - 1" T-MOULDING PROFILE - CE-XX-A - 40 BLACK	RESILIENT TO UNFINISHED TRANSITIONS
PAINT	EP-1	SHERWIN WILLIAMS - SW 7005 PURE WHITE - EPOXY FORMULATION, EGGSHELL FINISH	GENERAL WALLS
	EP-2	SHERWIN WILLIAMS - SW 6886 INVIGORATE - EPOXY FORMULATION, EGGSHELL FINISH	ACCENT WALLS, REFER TO FINISH SCHEDULE AND PLAN
	P-3	SHERWIN WILLIAMS - SW 6991 BLACK MAGIC, SEMI-GLOSS FINISH	HM DOORS & FRAMES
	P-4	SHERWIN WILLIAMS - MATCH EXISTING EXTERIOR HM	EXTERIOR HM FRAMES & DOORS
PLASTIC LAMINATE	PL-1	WILSONART - HIGH PRESSURE LAMINATE - 7981K-12 LANDMARK WOOD, SOFT GRAIN FINISH	ARCHITECTURAL CASEWORK - CABINETS & LAMINATE DOORS
SOLID SURFACE	SS-1	WILSONART - SOLID SURFACE - 9175ML AVALANCHE MELANGE	COUNTERS & WINDOWSILLS
WALL PROTECTION	WP-1	INPRO - 406 PALLADIUM RIGID VINYL SHEET - 48 X 96 SHEET, 1/16" THICKNESS - COLOR TBD	MOP SINK, REFER TO G002
ACOUSTICAL MATERIALS	ACT-1	ARMSTRONG - DUNE LAY-IN - 24" X 24" SQUARE TILE, 15/16" PRELUDE GRID - WHITE	CLASSROOM & OFFICES
	ACT-2	ARMSTRONG - KITCHEN ZONE LAY-IN - 24" X 24" SQUARE TILE, 15/16" PRELUDE GRID - WHITE	COFFEE
	ACT-3	ARMSTRONG - OPTIMA LAY-IN - 24" X 24" SQUARE TILE, 15/16" PRELUDE GRID - WHITE	MULTIPURPOSE
SOLAR SHADES	SHADE-1	CACO - MANUALLY OPERATED SHADE - SERENITY CONTRACT - M SCREEN, 3% OPENING - CHARCOAL/GRAY, NUMBER AND WIDTH OF PANELS TO MATCH WINDOWS	EXTERIOR WINDOW SHADE

MILLWORK SCHEDULE

NO.	ROOM NAME	COUNTERTOP	CABINET	WINDOWSILL
101	MULTIPURPOSE			SS-1
102	OFFICE			SS-1
107	CLASSROOM			SS-1
108	SERVICE HALL			SS-1
112	COFFEE	SS-1	PL-1	

FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	BASE	WALL				MILLWORK	CEILING MATERIAL	CEILING FINISH	CEILING HEIGHT	SOFFIT FINISH	SOFFIT HEIGHT	NOTES	NO.
				NORTH	EAST	SOUTH	WEST								
100	VESTIBULE	CPT-1	-	-	-	-	-		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				100
101	MULTIPURPOSE	LVT-1,2,3,4	RB-1	EP-1, EP-2	EP-1	EP-1	EP-1	SEE MILLWORK SCHEDULE	ACOUS MTRL	ACT-1	REFER TO CLG PLAN	ACT-1	REFER TO CLG PLAN		101
102	OFFICE	LVT-1	RB-1	EP-1	EP-1	EP-1	EP-1	SEE MILLWORK SCHEDULE	ACOUS MTRL	ACT-2	REFER TO CLG PLAN				102
103	MEETING	LVT-1	RB-1	EP-1	EP-1	EP-1	EP-1		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				103
104	OFFICE	LVT-1	RB-1	EP-1	EP-1	EP-1	EP-1		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				104
105	UTILITY	CONC	RB-1	EP-1	EP-1	EP-1	EP-1		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				105
106	RESTROOM	CT-1	-	CT-2	CT-3	CT-2	CT-2		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				106
107	CLASSROOM	LVT-1,2,3	RB-1	EP-1	EP-1	EP-1	EP-1	SEE MILLWORK SCHEDULE	ACOUS MTRL	ACT-2	REFER TO CLG PLAN	ACT-2	REFER TO CLG PLAN		107
108	SERVICE HALL	LVT-1	RB-1	EP-1	EP-1	EP-1	EP-1	SEE MILLWORK SCHEDULE	ACOUS MTRL	ACT-2	REFER TO CLG PLAN				108
109	RESTROOM	CT-1	-	CT-2	CT-3	CT-2	CT-2		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				109
110	STORAGE	LVT-1	RB-1	EP-1	EP-1	EP-1	EP-1		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				110
111	RESTROOM	CT-1	-	CT-2	CT-2	CT-2	CT-3		ACOUS MTRL	ACT-2	REFER TO CLG PLAN				111
112	COFFEE	LVT-1	RB-1	EP-1	EP-1	EP-1	EP-1	SEE MILLWORK SCHEDULE	ACOUS MTRL	ACT-3	REFER TO CLG PLAN				112

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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

FINISH SCHEDULE

SHEET

A800

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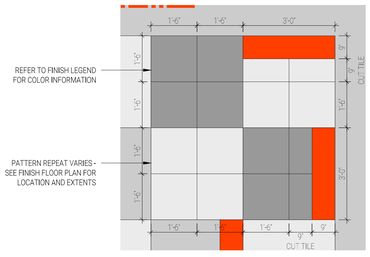
1 **FINISH FLOOR PLAN**
1/4"=1'-0"

FINISH PLAN LEGEND

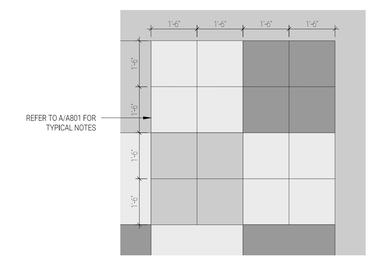
- LVT-1: TARKETT COLOR PLAY
  COLOR POP, 18" X 18"TILE
  C145 SEA SALT
- LVT-2: TARKETT COLOR PLAY
  COLOR POP, 18"X 18" TILE
  C138 SALTON SEA
- LVT-3: TARKETT COLOR PLAY
  COLOR POP, 18" X 18" TILE
  C144 COAL
- LVT-4: TARKETT COLOR PLAY
  COLOR POP, 9" X 36" PLANK
  C133 ORIOLE
- CT-1: LOUISVILLE TILE
  URBAN COLLECTION - INDUSTRY, 12" X 24" TILE
  1101133 ASH, THIRD OFFSET
- CPT-1: TARKETT POWERBOND
  ABRASIVE ACTION II 02578, 6' X 105' ROLL
  19100 CHARCOAL
- EXPOSED CONCRETE
- TS-1: SCHLUTER
  RENO-V, 10mm HEIGHT, 1 3/16" WIDTH
  SATIN ANODIZED ALUMINUM
- TS-2: TARKETT
  1" WIDTH T-MOULDING, CE-XX-A
  40 BLACK
- EP-2: SHERWIN WILLIAMS
  SW 6903 CHEERFUL, EGGSHELL FINISH
- MANUAL SOLAR SHADE-1 LOCATION - REFER TO FINISH SCHEDULE AND SPECS FOR ADDITIONAL INFO

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4	GENERAL CONTRACTOR TO INSTALL ALL FINISHES ACCORDING TO FINISH MANUFACTURER'S RECOMMENDATION.
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7	ALL INTERIOR WALL & CEILING FINISH MATERIAL SHALL BE CLASS 'A' OR CLASS 'B'.
8	ALL INTERIOR FLOOR COVERINGS TO BE CLASS '1' OR CLASS '2'.
9	REFER TO FINISH FLOOR PLAN FOR FLOOR PATTERNS IN AREAS WITH MULTIPLE FLOORING MATERIALS. WHERE TRANSITIONS OF SAME MATERIAL IN DIFFERENT COLORS OCCUR, SUBCONTRACTOR TO PROVIDE CLEAN, STRAIGHT VISUAL TRANSITIONS.



A **ACCENT FLOOR LAYOUT, TYP.**
1/2"=1'-0"



B **ACCENT FLOOR LAYOUT, TYP.**
1/2"=1'-0"

0' 1' 2' 4' 8'

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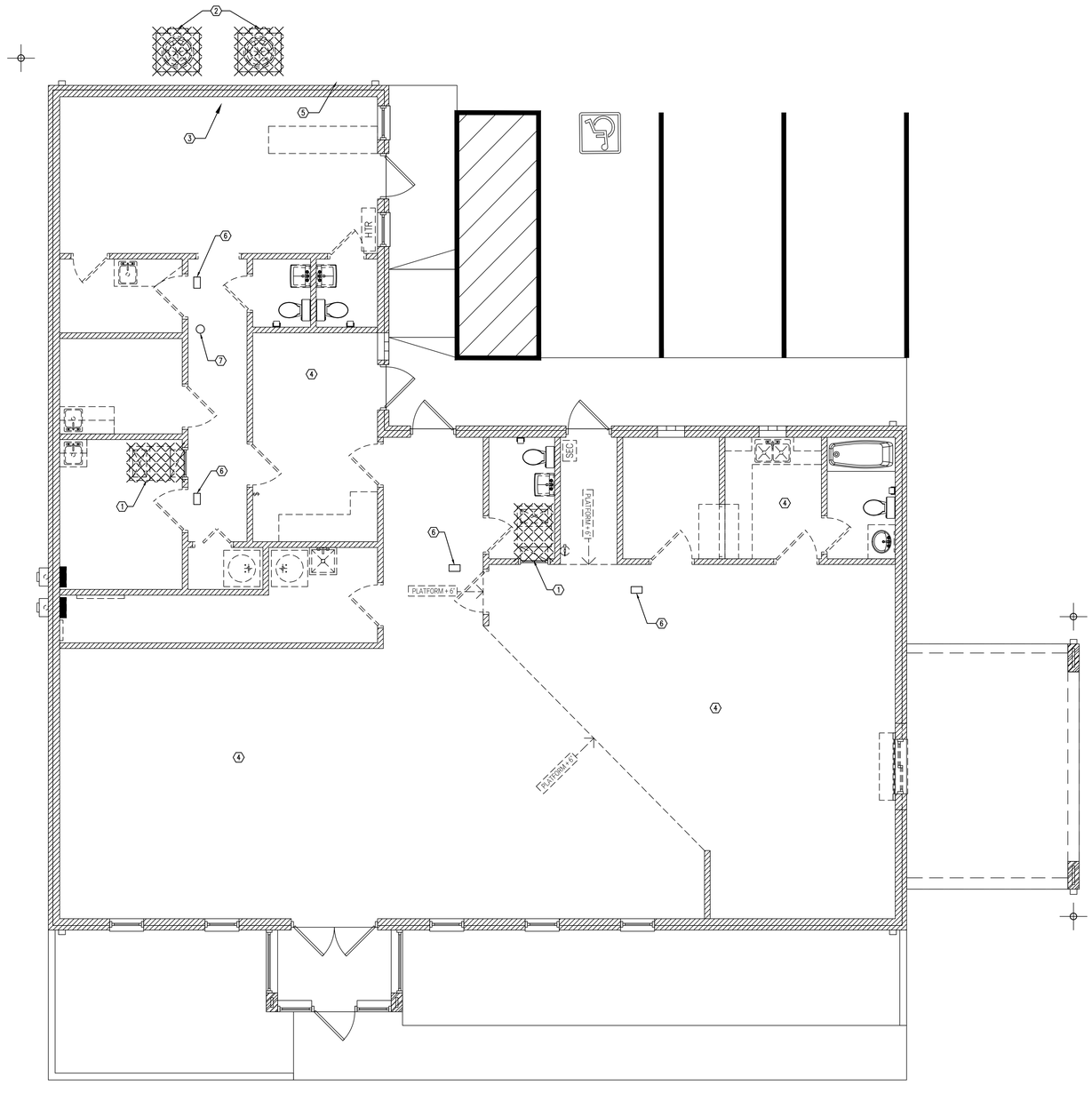
PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

FINISH FLOOR PLAN

SHEET

A801

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FLOOR PLAN - HVAC DEMOLITION

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

GENERAL DEMOLITION NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO PREPARING HIS BID IN ORDER TO FAMILIARIZE HIMSELF WITH CONDITIONS AS THEY EXIST AND SHALL STUDY ALL AVAILABLE BUILDING PLANS TO SATISFY HIMSELF AS TO THE EXTENT OF ALL CONTINGENCIES AND SHALL INCLUDE THE COSTS OF THE SAME IN HIS BID.
2. ALL SALVAGEABLE ITEMS SHALL BE THE OWNER'S PROPERTY AT HIS OPTION. ALL SALVAGEABLE ITEMS NOT RETAINED BY THE OWNER ARE TO BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. ALL UNSALVAGEABLE EQUIPMENT AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING HVAC EQUIPMENT AND DUCTWORK.
4. REMOVE ALL EXISTING DUCTWORK AND REFRIGERANT PIPING.
5. CAP ANY OPENINGS THROUGH THE ROOF THAT ARE NOT RE-USED.

DEMOLITION NOTES: (this dwg.)

(1) REMOVE THE EXISTING GAS FURNACE , DX COIL, THERMOSTAT AND TURN OVER TO THE OWNER.

(2) REMOVE THE EXISTING CONDENSING UNITS AND TURN OVER TO THE OWNER.

(3) DEMO THE EXISTING REFRIGERANT PIPING FROM THE INDOOR FURNACES TO THE EXTERIOR CONDENSING UNITS.

(4) DEMO ALL EXISTING DUCTWORK FROM THE INDOOR UNITS AND UP IN THE ATTIC FOR ALL PARTS OF THE BUILDING.

(5) DEMO THE EXISTING GAS PIPING FROM INSIDE THE BUILDING BACK TO THE GAS METERS OUTSIDE.

(6) DEMO THE EXISTING TOILET EXHAUST AND ROOF CAP AT APPROXIMATELY THIS LOCATION. REPAIR ROOF TO MATCH EXISTING. SEE ARCHITECTURAL NOTES AND DETAILS.

(7) REMOVE THE EXISTING METAL FLUE AND PVC COMBUSTION VENT AT APPROXIMATELY THIS LOCATION. REPAIR ROOF TO MATCH EXISTING. SEE ARCHITECTURAL NOTES AND DETAILS.

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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023

TITLE: FLOOR PLAN - HVAC DEMOLITION

SHEET: DM101

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EXHAUST FAN SCHEDULE

MARK NO.	SERVICE	CFM	ESP IN WG	RPM	T.S. (FPM)	FAN WATTS	TYPE	FAN CONTROL	VOLTAGE / ø	SONES	WEIGHT (LBS)	GREENHECK MODEL No.
EF 1	TOILET EXHAUST	150	0.375	1,400	--	48	IN-LINE	WALL SWITCH	120/1	2.5	20	CSP-A-190
EF 2	TOILET EXHAUST	150	0.375	1,400	--	48	IN-LINE	WALL SWITCH	120/1	2.5	20	CSP-A-190
EF --												

NOTES:

- IN-LINE DIRECT DRIVE - GALVANIZED STEEL HOUSING, POLYPROPOLENE WHEEL, BALL BEARING MOTORS, SOLID STATE SPEED CONTROL, DISCONNECT SWITCH, SOUND ABSORBING INSULATION, BACKDRAFT DAMPER.

AIR DISTRIBUTION SCHEDULE

MARK NO.	USE	MATERIAL	MANUFACTURER & MODEL	FINISH	DESCRIPTION
CD	CEILING DIFFUSER	ALUMINUM	PRICE ASCDA	WHITE (POWDER COATED)	- 4 WAY THROW - 3 CONE FULLY ADJUSTABLE PATTERN - FULL FACE - NC < 35 - OPPOSED BLADE DAMPER - ROUND NECK
CR	CEILING RETURN	ALUMINUM	PRICE SERIES 80	WHITE (POWDER COATED)	- 1/2 x 1/2 x 1/2 ALUMINUM GRID CORE (EGGCRATE) - EXTRUDED ALUMINUM BORDER AND FRAME - SQUARE TO ROUND ADAPTER TO GO FROM GRILLE OPENING TO BRANCH DUCT (WHERE REQUIRED) - SURFACE MOUNTED GRILLES ARE DUCT SIZE PLUS 1 11/16" - LAY-IN GRILLES ARE NOMINAL FACE SIZE OF 24 x 24 UNLESS NOTED OTHERWISE - OPPOSED BLADE DAMPER - NC < 35
SR	SIDEWALL SUPPLY REGISTER	ALUMINUM	PRICE 620DAL	WHITE (POWDER COATED)	- FRONT BLADES PARALLEL TO SHORT DIMENSION - DOUBLE DEFLECTION - 3/4" BLADE SPACING - ALUMINUM CONSTRUCTION OPPOSED BLADE DAMPER - NC < 35 - 1 1/4" FLAT BORDER WITH MOUNTING FRAME
RR/ER	SIDEWALL RETURN OR EXHAUST	ALUMINUM	PRICE 630DAL	WHITE (POWDER COATED)	- FIXED LOUVER BLADES ON 45° DEFLECTION - 3/4" BLADE SPACING - BLADES TO BE MOUNTED HORIZONTAL - 1 1/4" FLAT BORDER WITH MOUNTING FRAME - ALUMINUM CONSTRUCTION OPPOSED BLADE DAMPER
RR/ER-1	SURFACE MOUNTED				
EER	CEILING EXHAUST	ALUMINUM	PRICE 80D	WHITE (POWDER COATED)	- 1/2 x 1/2 x 1/2 ALUMINUM GRID CORE (EGGCRATE) - EXTRUDED ALUMINUM BORDER AND FRAME - SQUARE TO ROUND ADAPTER TO GO FROM GRILLE OPENING TO BRANCH DUCT (WHERE REQUIRED) - SURFACE MOUNTED GRILLES ARE DUCT SIZE PLUS 1 11/16" - LAY-IN GRILLES ARE NOMINAL FACE SIZE OF 24 x 24 UNLESS NOTED OTHERWISE - NC < 35
TG	CEILING TRANSFER GRILLE	ALUMINUM	PRICE SERIES 80D	WHITE (POWDER COATED)	- 1/2 x 1/2 x 1/2 ALUMINUM GRID CORE (EGGCRATE) - EXTRUDED ALUMINUM BORDER AND FRAME - SQUARE TO ROUND ADAPTER TO GO FROM GRILLE OPENING TO BRANCH DUCT (WHERE REQUIRED) - SURFACE MOUNTED GRILLES ARE DUCT SIZE PLUS 1 11/16" - LAY-IN GRILLES ARE NOMINAL FACE SIZE OF 24 x 24 UNLESS NOTED OTHERWISE - NC < 35

NOTES:

1. CONTRACTOR TO VERIFY ALL FRAME STYLES WITH ARCHITECTS REFLECTED CEILING PLANS & FINISH SCHEDULE PRIOR TO ORDERING AIR DISTRIBUTION ITEMS.

HVAC LEGEND

- SUPPLY DIFFUSER
- ROUND DUCT RUNOUT TO SUPPLY DIFFUSER WITH HIGH EFFICIENCY TAKE-OFF WITH BALANCING DAMPER
- ROUND FLEX DUCT RUNOUT TO SUPPLY DIFFUSER WITH HIGH EFFICIENCY TAKE-OFF WITH BALANCING DAMPER MAX. FLEX DUCT LENGTH = 6'-0"
- CEILING RETURN OR EXHAUST GRILLE
- ELBOW WITH TURNING VANES
- T — WALL MOUNTED SENSOR/HUMIDISTAT/CARBON DIOXIDE SENSOR
- DSD — DUCT MOUNTED SMOKE DETECTOR PROVIDED AND WIRED BY ELECTRICAL & MOUNTED BY MECHANICAL.
- MOD — MOTOR OPERATED DAMPER - FURNISH WITH 120/24V TRANSFORMER AND RELAY AND THERMOSTAT. 120 V WIRING BY ELECTRICAL, 24V WIRING BY MECHANICAL.
- UC — 3/4" DOOR UNDERCUT OR ADD DOOR GRILLE. SEE ARCHITECTURAL DRAWINGS.
- S — WALL SWITCH
- H — HUMIDISTAT
- DUCT TRANSITION
- MANUAL VOLUME DAMPER
- INTERNALLY LINED DUCT/SEE DUCT CONSTRUCTION SCHEDULE FOR ADDITIONAL REQUIREMENTS
- SUPPLY DUCT FROM BELOW
- RETURN DUCT DOWN
- SUPPLY DUCT UP
- RETURN DUCT FROM ABOVE
- C — GAS PIPING
- C — CONDENSATE PIPING
- GATE, BALL, BUTTERFLY, OR GLOBE VALVE, SEE SPECS FOR REQUIRED TYPE & LOCATIONS
- CHECK VALVE
- UNION OR FLANGE
- FD — FIRE DAMPER IN RATED WALL
- 2.6 — TWO SOFT, DOOR GRILLE FURNISHED WITH DOOR. SEE DOOR SCHEDULE.

DUCTWORK CONSTRUCTION SCHEDULE

SYSTEM	SUPPLY		RETURN/EXHAUST	
	ROUND	RECTANGULAR	ROUND	RECTANGULAR
ROOFTOP UNITS	SNAP LOCK	SHOP FABRICATED	SNAP LOCK	SHOP FABRICATED
TOILET EXHAUST	--	--	SNAP LOCK	SHOP FABRICATED

NOTES:

1. RECTANGULAR DUCTWORK (SUPPLY AND RETURN) SHALL BE LINED WITH 1" LINER FOR THE SHADED DUCTWORK FROM THE UNIT FANS. DUCTWORK DIMENSIONS SHOWN ON THE PLANS ARE NET INSIDE DIMENSIONS. INCREASE DUCT SIZE TO ACCOMMODATE THE LINING.

DUCTLESS SPLIT SYSTEM DX COOLING UNIT SCHEDULE

MARK No.	SUPPLY CFM	O.A. CFM	COOLING CAPACITY (MBH)		HEATING CAPACITY (MBH) AT 47° F	INDOOR UNIT							OUTDOOR UNIT							TRANE MODEL No.	
			TOTAL	SENS.		VOLTS/ø	MCA	E.S.P. IN. Wg.	FAN (AMPS)	AUX. HT. KW	WEIGHT	DIMENSIONS (W x D x H)	COP @ 47° F	SEER	MCA	MOCP	VOLTS/ø	WEIGHT (lbs)	DIMENSIONS (W x D x H)	INDOOR UNIT	OUTDOOR UNIT
DS 1-1	300	--	6.0	4.2	8.7	208/1	1.0	--	0.65	--	30	37x10x12	4.2	19.0	30.5	40.0	208/1	200	42x18x49	NTXWPH06	NTXMPH24
DS 1-2	300	--	6.0	4.2	8.7	208/1	1.0	--	0.65	--	30	37x10x12								NTXWPH06	
DS 1-3	300	--	6.0	4.2	8.7	208/1	1.0	--	0.65	--	30	37x10x12								NTXWPH06	
DS --																					
DS --																					

NOTES:

* EQUIPMENT SHALL BE AS SCHEDULED OR EQUAL. APPROVED SUBSTITUTE.
* COOLING CAPACITIES ARE AT 80/67° F INDOOR AND 95° F OUTDOOR TEMPERATURE.
* EQUIPMENT TO BE TESTED & APPROVED BY AN INDEPENDENT TESTING LABORATORY & BE ARI CERTIFIED.
* COOLING CAPACITIES LISTED INCLUDE THE EFFECTS OF MOTOR HEAT.
* SUBMIT SHOP DRAWINGS SHOWING COOLING CAPACITIES WITH MOTOR HEAT AS NOTED.
* DRAIN PAN LEVEL SENSOR
* MAXI BLUE CONDENSATE PUMP W/RESERVOIR AND SENSOR; 3.7 GAL/HR; 23 FT. TOTAL HEAD; 16 FT. MAX. LIFT.
* BACNET AND MODBUS INTERFACE.
* WIRED WALL MOUNTED CONTROLLER

GAS ROOFTOP UNIT SCHEDULE

MARK NO.	USE	DESIGN SUPPLY AIR CFM	OUTSIDE AIR CFM	SUPPLY FAN		EXHAUST FAN		NET COOLING CAPACITY			NATURAL GAS HEATING CAPACITY		ELECTRICAL			OPTIONS	EER	UNIT WGT (LBS.)	UNIT DIMENSIONS (LxWxH)	TRANE MODEL NO.
				HP	ESP IN W.G.	HP	ESP IN W.G.	TOTAL MBH	SENSIBLE MBH	HOT GAS REHEAT (MBH)	MBH INPUT	MBH OUTPUT	VOLTS/ø	MCA	MOP					
RTU 1	CLASSROOM	1,050	200	0.75	0.5	--	--	32.9	26.0	22.7	60.0	48.0	208/3	18.0	25.0	3, 9, 12, 13, 15	12.7	760	70x45x38	YHC036
RTU 2	MULTI-PURPOSE	2,890	600	3.1	0.5	0.3	0.25	138.0	89.0	82.0	120.0	97.0	208/3	48.0	60.0	1, 3, 9, 10, 12, 13, 15	11.0	1,200	89x54x51	YSJ090
RTU --																				

NOTES:

* 5 YEAR COMPRESSOR WARRANTY.
* FILTER RACK AND THROW-AWAY 2" MERV-11 FILTERS FURNISHED WITH UNIT;
* SEE SPECIFICATIONS FOR OTHER PERTINENT INFORMATION.
* COOLING CAPACITIES ARE AS SCHEDULED FOR INDOOR AIR CONDITIONS AND 95 DEGREES OUTDOOR TEMPERATURE.
* EQUIPMENT TO BE ARI CERTIFIED.
* COOLING CAPACITIES ARE NET AND HAVE DEDUCTED FOR INDOOR FAN MOTOR HEAT.
* SUBMIT SHOP DRAWINGS SHOWING COOLING CAPACITIES WITH MOTOR HEAT AS NOTED.
* TRANE PIVOT THERMOSTAT.

OPTIONS:

1. LOW LEAK DAMPER ECONOMIZER WITH POWERED EXHAUST
2. NOT USED.
3. POWERED CONVENIENCE OUTLET
4. DEMAND CONTROL VENTILATION WITH CO2 MONITOR
5. DUAL COMPRESSOR (2 CIRCUITS)
6. NOT USED.
7. LOW LEAK DAMPER ECONOMIZER W/BAROMETRIC RELIEF
8. VFD MOTOR WITH SHAFT GROUNDING
9. HOT GAS REHEAT
10. SINGLE ZONE VAV
11. NOT USED.
12. HINGED SERVICE DOORS
13. CONDENSER COIL GUARDS
14. THROUGH BASE ELECTRIC PROVISIONS
15. STAINLESS STEEL DRAIN PAN W/CONDENSATE OVERFLOW SWITCH

twa
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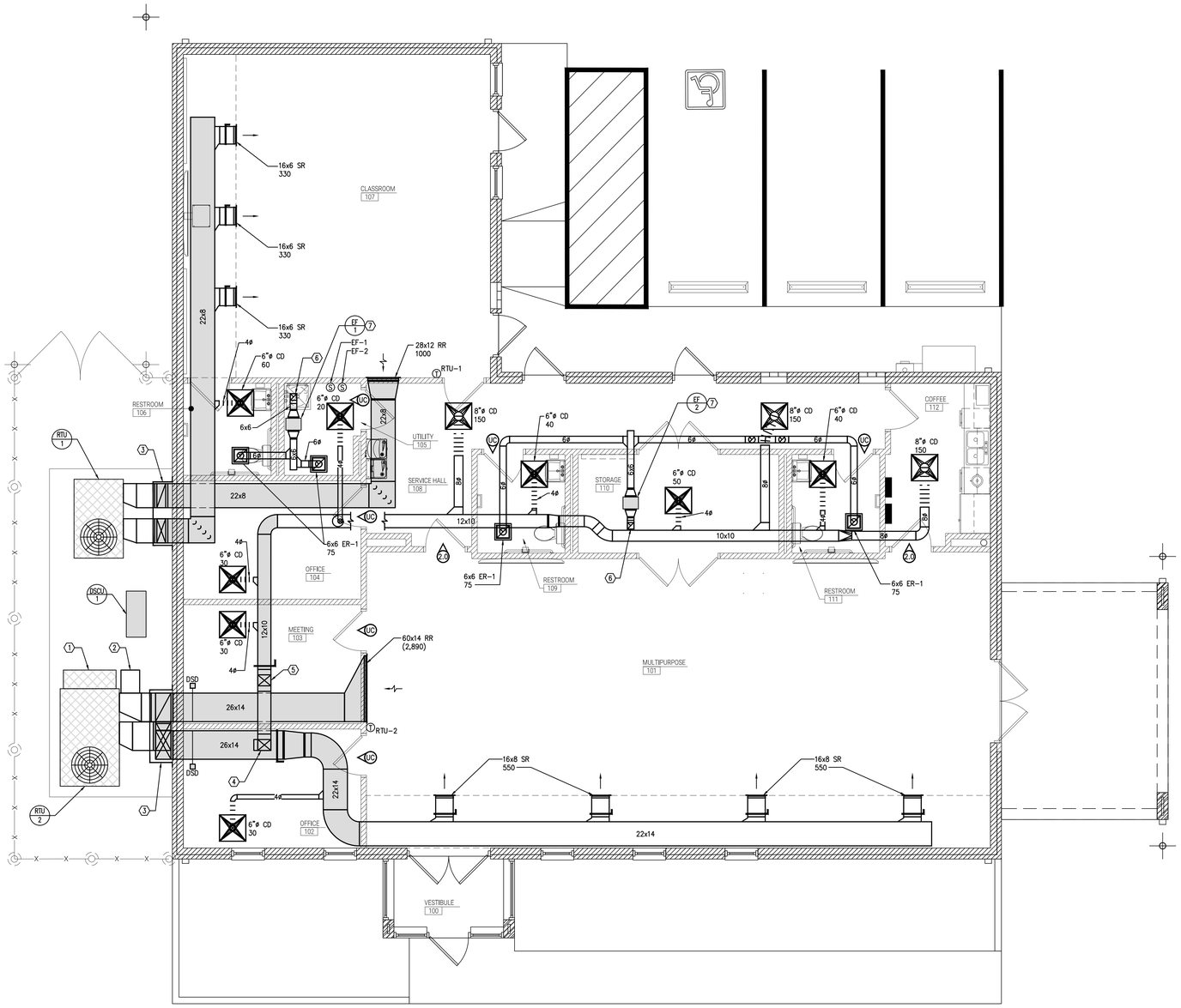
TITLE: LEGEND AND SCHEDULES - HVAC

SHEET: M001

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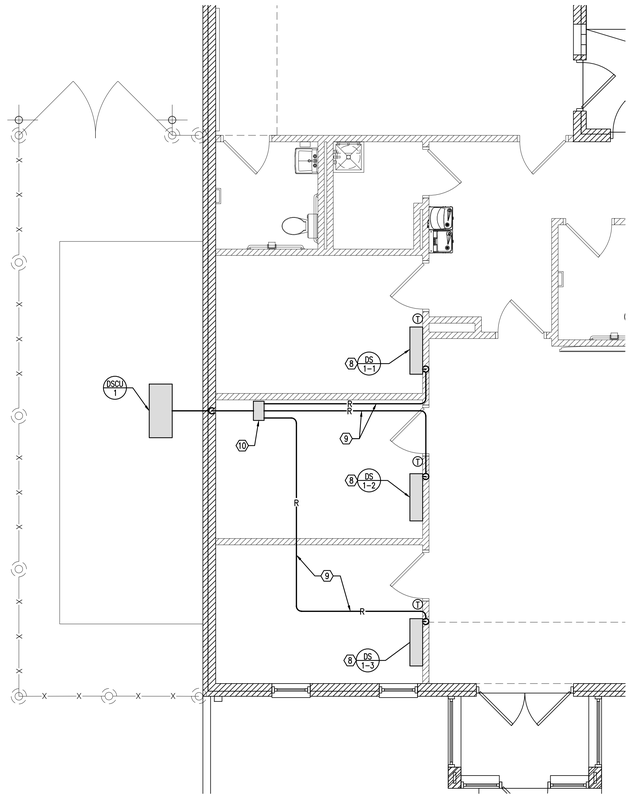
NOTES: (this dwg.)

1. ECONOMIZER INTAKE ON END OF RTU-2.
2. POWERED EXHAUST FOR ECONOMIZER SYSTEM FOR RTU-2.
3. PROVIDE A THREE SIDED SHEETMETAL ENCLOSURE AROUND THE VERTICAL DUCTWORK. EXTEND FROM THE CONCRETE PAD UP TO THE UNDERSIDE OF THE ROOF OVERHANG. ATTACH TO THE WALLS WITH ANGLE FLANGE ON SIDES OF ENCLOSURE. CAULK TO MAKE THE ENCLOSURE WATER TIGHT. PAINT THE METAL ENCLOSURE TO MATCH THE BRICK.
4. ROUTE A 12 X 10 SUPPLY DUCT UP INTO THE ATTIC TO ROUTE OVER THE 26 X 14 RETURN.
5. DROP THE 12 X 10 SUPPLY DUCT OUT OF THE ATTIC ONCE IT HAS CLEARED THE 26 X 14 SUPPLY DUCT AND ROUTE ABOVE THE LAY-IN CEILING.
6. ROUTE 6 X 6 EXHAUST DUCT UP INTO THE ATTIC AND DISCHARGE THROUGH A SLOPED ROOF JACK SIZED FOR 150 CFM @ 0.075P.
7. LOCATE INLINE EXHAUST FANS EF-1 AND EF-2 ABOVE THE LAY-IN CEILING AND BELOW THE ATTIC INSULATION.
8. MOUNT THE DUCTLESS SPLIT UNIT CENTERED ON THE WALL BETWEEN THE DOOR AND THE SIDE WALL AND 6 INCHES BELOW THE FINISHED CEILING. ROUTE REFRIGERANT PIPING AND CONDENSATE PIPING OUT BACK OF UNIT INTO THE WALL AND UP INTO THE CEILING SPACE ABOVE THE LAY-IN CEILING.
9. ROUTE THE REFRIGERANT PIPING OVER THE LAY-IN CEILING AND BELOW THE ATTIC INSULATION. COORDINATE THE ROUTING WITH THE DUCTWORK.
10. LOCATE THE BRANCH CONTROL BOX ABOVE THE LAY-IN CEILING AND BELOW THE ATTIC INSULATION. SEE PIPING DETAILS FOR SIZES OF REFRIGERANT PIPING. COORDINATE IT'S LOCATION WITH THE DUCTWORK TO ALLOW CLEARANCE TO SERVICE THE CONTROL BOX.



FLOOR PLAN - HVAC

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



PARTIAL PLAN - DUCTLESS SPLIT UNITS

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

CONTROLS NOTES:

1. THE CONTROLS SHALL BE FURNISHED AND INSTALLED BY TRANE. SYSTEMS RTU-1 AND RTU-2 SHALL BE INTEGRATED WITH LIMITED ACCESS TO THE SCHOOLS CURRENT CONTROLS VIA THEIR LAN SYSTEM. TRANE SHALL INCLUDE ANY CONTROL WIRING REQUIRED AND SHALL PROVIDE CONNECTION TO THE OWNERS NETWORK SYSTEM AS REQUIRED.
2. THE CONTROLS FOR THE DUCTLESS SPLIT SYSTEMS SHALL BE STAND ALONE.
3. THE CONTRACTOR SHALL CONTACT JOHN WILLIAMS WITH TRANE AT 423/794-6334 OR EMAIL AT jwilliams4@trane.com FOR PRICING OF THE CONTROLS.

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HEAT, VENTILATING, AND AIR CONDITIONING SPECIFICATION

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

A. PROVIDE ALL LABOR, TOOLS, AND MATERIAL TO PROVIDE AND CONSTRUCT A COMPLETE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM WHETHER OR NOT SPECIFICALLY SHOWN. THIS INCLUDES ALL MISCELLANEOUS PARTS, DEVICES, CONTROLS, AND APPURTENANCES WHICH ARE REQUIRED TO COMPLETE THE JOB IN A SAFE AND PROPER OPERATING CONDITION. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE, NFPA 90A, AND ALL STATE AND LOCAL CODES AND REGULATIONS. PAY ALL FEES AND PERMITS. ALL EQUIPMENT SHALL BE UL OR ASME APPROVED AND BEAR SUCH LABEL WHERE APPROVAL IS APPLICABLE.

B. THE CONTRACTOR SHALL EXAMINE THE GENERAL AND SUPPLEMENTARY CONDITIONS, ALL OTHER CONTRACT DOCUMENTS, AND EXAMINE THE EXISTING CONDITIONS AT THE BUILDING SITE TO FAMILIARIZE HIMSELF WITH THE PROVISIONS THEREIN AFFECTING THE MECHANICAL WORK.

C. THIS CONTRACTOR IS REQUIRED TO SUBMIT TO THE ARCHITECT FOR APPROVAL DIGITAL COPIES OF MANUFACTURER'S BROCHURES ON ALL MECHANICAL EQUIPMENT. THE CONTRACTOR SHALL SUBMIT ALL HVAC EQUIPMENT IN ONE FOLDER.

D. IN ADDITION TO MFG. WARRANTY, THE CONTRACTOR SHALL WARRANT EQUIPMENT AND WORKMANSHIP FOR ONE YEAR AFTER ACCEPTANCE AND SHALL MAKE GOOD ANY DEFECT IN MATERIAL AND WORKMANSHIP DURING THIS PERIOD WITHOUT COST TO THE OWNER.

1.2 CERTIFICATION

A. ALL ELECTRICAL COMPONENTS SHALL BE UL LABELED.

B. ALL UNITS SHALL BE RATED UNDER ARI CERTIFICATION PROGRAM.

C. ALL GAS EQUIPMENT SHALL MEET AGA OR OTHER APPROVED AGENCY REQUIREMENTS.

1.3 CLEANING

A. GENERAL:

1. UPON COMPLETION OF THE CONTRACT AND PROGRESSIVELY AS THE WORK PROCEEDS, CLEAN UP ALL DIRT, DEBRIS, OIL, MATERIALS, ETC., AND REMOVE IT FROM THE SITE, KEEPING PREMISES IN A NEAT AND CLEAN CONDITION TO THE SATISFACTION OF THE ARCHITECT. SEE GENERAL CONDITIONS.

2. THOROUGHLY CLEAN ALL DUCTS, AIR DISTRIBUTION DEVICES AND APPARATUS CASINGS BEFORE FANS AND FILTERS ARE OPERATED. CLEAN OR RENEW ALL FILTERS AFTER THE EQUIPMENT HAS BEEN TESTED AND BEFORE TURNING OVER TO OWNER. INSTALL NEW FILTERS EQUAL TO THOSE SPECIFIED AT SUBSTANTIAL COMPLETION OF THE PROJECT

3. ALL FACTORY APPLIED FINISHES, IF NOT TO BE REPAINTED, SHALL BE TOUCHED-UP, COVERING ALL BARE PLACES, SCRATCHES, ETC.

4. ANY STOPPAGE, DISCOLORATION, OR OTHER DAMAGE TO PARTS OF THE BUILDING, ITS FINISH, OR FURNISHINGS DUE TO THE CONTRACTOR'S FAILURE TO PROPERLY CLEAN THE PIPING SYSTEM SHALL BE REPAIRED BY THE CONTRACTOR WITHOUT COST TO THE OWNER.

PART 2 – PRODUCTS

2.1 GAS FIRED PACKAGE ROOFTOP AIR HANDLING UNITS

A. THE UNITS SHALL BE COMPLETE FACTORY ASSEMBLED HEATING AND COOLING UNITS. THE ASSEMBLIES SHALL BE COMPLETE WITH AGA LISTED GAS HEATERS, HEATER CONTROLS, COMPRESSOR, CRANKCASE HEATER, MOTORS, AIR COOLED CONDENSER, COOLING COIL, STANDARD SIZE CLEANABLE FILTERS, REFRIGERANT SPECIALTIES, INTERNAL WIRING, ALL PIPING, INSULATION, REFRIGERANT, MULTI-SPEED MOTOR, FAN MOTOR CONTROLS, INSULATED CABINETS, TIME GUARD CIRCUIT, LOW VOLTAGE THERMOSTAT, AND ALL REQUIRED SPECIALTIES, ACCESSORIES, AND CONTROLS FOR A COMPLETE JOB.

B. THE UNITS SHALL HAVE THE CAPACITY CALLED FOR ON THE DRAWINGS. UNITS SHALL CARRY A 5-YEAR GUARANTEE ON THE COMPRESSOR.

C. THE ONLY MANUFACTURER TO BE CONSIDERED IS TRANE TO MATCH OWNER STANDARDS.

2.2 CONTROL WIRING

A. ALL CONTROL WIRING TO BE FURNISHED AND INSTALLED BY THE MECHANICAL INSTALLER. ALL POWER WIRING SHALL BE BY THE ELECTRICAL INSTALLER.

2.3 DUCTWORK

A. ALL DUCTWORK SHALL BE GALVANIZED STEEL, CONSTRUCTED IN ACCORDANCE WITH THE CURRENT SMACNA "LOW PRESSURE DUCT CONSTRUCTION STANDARDS".

B. ALL SUPPLY AND RETURN DUCTWORK WITHIN 20 FT. OF THE AIR UNIT OR AS SHOWN ON THE DRAWING SHALL BE INTERNALLY LINED WITH 1" DUCT LINER. ALL OTHER SUPPLY AND RETURN DUCT INSIDE THE BUILDING SHALL BE EXTERNALLY INSULATED WITH 2.2" THICK 0.75 POUND DENSITY GLASS FIBER DUCT WRAP WITH TYPE I (VAPOR BARRIER) JACKET WITH AN R VALUE EQUAL TO 6 OR BETTER.

C. TOILET EXHAUST DUCTWORK SHALL BE UNINSULATED GALVANIZED STEEL IN ACCORDANCE WITH SMACNA "DUCT APPLICATION STANDARDS".

D. DUCT LINER SHALL BE 1.5 POUND PER CUBIC FOOT DENSITY MEETING NFPA 90A STANDARDS. LINER SHALL BE 1" THICK OWENS-CORNING "AEROFLEX". DUCT LINER SHALL BE INSTALLED PER THE EFFECTIVE EDITION OF SMACNA "DUCT LINER APPLICATION STANDARD".

E. DUCT WRAP SHALL BE EQUAL TO OWENS-CORNING "COMMERCIAL GRADE DUCT WRAP" TYPE 75 WITH FOIL REINFORCED VAPOR BARRIER. DUCT WRAP SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

F. DUCTWORK SIZES SHOWN ON DRAWINGS ARE CLEAR INSIDE DIMENSIONS. WHERE SHEET METAL IS INTERNALLY LINED, INCREASE DUCT SIZE BOTH DIRECTIONS TO COMPENSATE FOR LINER.

G. FLEXIBLE DUCTWORK SHALL BE EQUAL TO FLEXMASTER TYPE 3 INSULATED. MAXIMUM INSTALLED LENGTH SHALL BE FIVE FEET.

2.3 DUCT SEALING:

A. SEAL ALL JOINTS IN SHEET METAL IN ACCORDANCE WITH SMACNA AND THE APPROPRIATE PRESSURE RATING.

B. DUCT SEALANT: SEAL ALL JOINTS AND LONGITUDINAL SEAMS OF THERMAL INSULATION, AND ALL AIR DUCT TYPES INCLUDING UL 181 LISTED AIR DUCTS, UL LISTED 181A-M AND UL 181B-M.28F WITH WATER-BORNE, NON-TOXIC, CELLULOSE FIBER-REINFORCED, ADHESIVE-SEALANT; SMACNA PRESSURE CLASS RATED FOR 0.5 TO 8 INCHES WATER GUAGE; VOC'S LESS THAN 10 GRAMS/LITER. SEALANT SHALL BE MANUFACTURED BY RCD CORPORATION SEALANT #6 OR APPROVED SUBSTITUTE. INSTALL AND STORE PER MANUFACTURER'S INSTRUCTIONS.

C. DUCT TAPE SEALANT FOR SYSTEMS 2" WATER GUAGE AND UNDER: SEAL ALL DUCT JOINTS WITH TWO MIL ALUMINUM ALLOY FOIL TAPE WITH PRESSURE SENSITIVE ADHESIVE AND PAPER LINER, SILVER COLOR. TAPE SHALL BE MANUFACTURED BY SCOTCH FOIL TAPE AND BE PRODUCT #3311 OR APPROVED SUBSTITUTE. INSTALL AND STORE PER MANUFACTURER'S INSTRUCTIONS.

2.4 FANS, FIRE DAMPERS AND ETC.

A. FANS, ROOF EXHAUSTERS, AND OTHER MISCELLANEOUS EQUIPMENT SHALL BE AS SCHEDULED AND/OR NOTED ON THE DRAWINGS. ALL FANS SHALL CONFORM TO AMCA. ALL FIRE DAMPERS SHALL BE UL LABELED AND INSTALLED WHERE SHOWN ON THE DRAWING IN ACCORDANCE WITH NFPA 90A AND MANUFACTURER'S INSTRUCTIONS.

2.5 CONDENSATE PIPING

A. EVAPORATOR CONDENSATE PIPING SHALL BE SCHEDULE 40 PVC. CHECK FOR LEAKS AT 10 FT. HEAD BEFORE CONCEALING PIPING. ABOVE GRADE PIPING SHALL BE INSULATED WITH 1/2" ARMSTRONG "ARMAFLEX".

2.6 STARTERS

A. PROVIDE MOTOR STARTERS FOR ALL EQUIPMENT EXCEPT 120/1/60 MOTORS LESS THAN 1/2 HP WITH BUILT-IN THERMAL OVERLOAD PROTECTION. PROVIDE DISCONNECT FOR ALL EQUIPMENT. STARTERS SHALL BE COMBINATION MAGNETIC WITH FUSED DISCONNECT FOR ALL 3 PHASE MOTORS.

2.7 FIRE SEPARATION PENETRATIONS

A. ALL HOLES OR VOIDS CREATED TO EXTEND MECHANICAL SYSTEMS THROUGH FIRE RATED FLOORS AND WALLS SHALL BE SEALED BY THE MECHANICAL CONTRACTOR WITH AN INTUMESCENT MATERIAL CAPABLE OF EXPANDING UP TO 8 TO 10 TIMES WHEN EXPOSED TO TEMPERATURES BEGINNING AT 250 DEGREES F. IT SHALL HAVE I.C.B.O., B.O.C.A.I. AND S.B.C.C.I. (NRB 243) APPROVED RATINGS TO 3 HOURS PER ASTM E-814 (UL 1479). ACCEPTABLE MATERIAL: 3M FIRE BARRIER CAULK, PUTTY, STRIP AND SHEET FORMS.

2.8 REFRIGERANT PIPING SYSTEM

A. THE REFRIGERANT PIPING SHALL BE ASTM-B-280 TYPE ACR COPPER WITH WROUGHT COPPER FITTINGS AND HIGH TEMPERATURE SOLDER JOINTS, SIL-FOS, OR APPROVED SUBSTITUTE. THE PIPING SYSTEM SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: LIQUID LINE SOLENOID VALVES, HOT GAS BY-PASS AND CONTROL WHERE NOTED, CHARGING VALVES, SIGHT GLASS WITH MOISTURE INDICATOR, LIQUID LINE FILTER DRIER, AND FLEXIBLE CONNECTORS WHERE REQUIRED. THE PIPING SHALL BE INSTALLED ACCORDING TO THE DIAGRAMS FURNISHED BY THE MANUFACTURER'S AUTHORIZED AGENT. THESE DIAGRAMS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PIPING SYSTEM SHALL BE TESTED AT 200 POUNDS WITH DRY NITROGEN AND FREON UNTIL ALL LEAKS HAVE BEEN MADE TIGHT. AFTER THE PRESSURE TEST USE SUITABLE VACUUM PUMP TO EVACUATE THE SYSTEM TO AT LEAST 1,000 MICRONS, THEN CHARGE THE SYSTEM WITH REFRIGERANT AND OIL AS REQUIRED. PRIOR TO RUNNING THE REFRIGERANT EQUIPMENT, ALL SAFETY AND OPERATING DEVICES AND CONTROLS SHALL BE PROPERLY ADJUSTED AND TESTED FOR PROPER OPERATION AND PROTECTION OF THE EQUIPMENT.

B. REFRIGERANT PIPING EXTENDING THROUGH THE WALL OR ROOF SHALL BE SLEEVED, WATERPROOFED AND BE FLASHED WATERTIGHT.

C. INSULATE ALL REFRIGERANT SUCTION LINES WITH ¢ INCH ARMSTRONG ARMAFLEX II.

D. ROUTE REFRIGERANT PIPING FROM THE EQUIPMENT DIRECTLY INTO THE WALL AND UP TO THE CEILING. EXPOSED REFRIGERANT PIPING IS NOT ACCEPTABLE.

2.9 DUCTLESS SPLIT SYSTEM

A. CONDENSING UNIT MATERIALS OF CONSTRUCTION

1. CABINET:
   A. FABRICATED OF G-60 GALVANNEALED STEEL
   B. FINISHED WITH CORROSION INHIBITING, HIGH-GLOSS, POWDER COATED
2. FAN GUARD:
   A. HEAVY-GAUGE, VINYL DIPPED WIRE

B. COMPRESSOR – HERMETICALLY SEALED, HIGH EFFICIENCY ROTARY OR RECIPROCATING TYPE, DEPENDING ON UNIT CAPACITY. MOTOR SHALL BE PSC TYPE WITH INTERNAL OVERLOAD PROTECTION. COMPRESSOR SHALL BE INSTALLED ON RESILIENT MOUNTINGS.

C. REFRIGERATION CIRCUIT – THE UNIT SHALL BE DELIVERED WITH PRECHARGED REFRIGERANT FOR THE CONDENSER COIL AND EVAPORATOR. CHARGING OF THE FIELD INSTALLED PIPING IS REQUIRED. UNIT REFRIGERATION VALVES SHALL BE PRIMORE, SOLID BRASS, FOR SWEAT CONNECTION.

D. CONDENSER COIL – CONDENSER COIL SHALL BE SEAMLESS, COPPER TUBING, ARRANGED IN STAGGERED CONFIGURATION, WITH ENHANCED ALUMINUM FINS. THE TUBES SHALL BE MECHANICALLY EXPANDED FOR SECURE BONDING TO FIN SHOULDER.

E. CONDENSER FAN/MOTOR – THE CONDENSER FAN SHALL BE A LARGE DIAMETER, HIGH EFFICIENCY, THREE BLADE PROPELLER TYPE, DIRECTLY CONNECTED TO THE TOTALLY ENCLOSED, 8 POLE, PSC MOTOR. INTERNAL, THERMAL PROTECTION OF THE MOTOR SHALL BE SUPPLIED.

F. CONTROLS/COMPONENTS

1. CONTROLS INSTALLED AT THE FACTORY SHALL INCLUDE:
   a. COMPRESSOR AND FAN MOTOR CONTACTOR
   b. CAPACITOR
   c. LOW VOLTAGE TRANSFORMER
   d. LOW VOLTAGE TERMINALS FOR INTERCONNECTION WITH EVAPORATOR
   e. HIGH PRESSURE CONTROL

G. INDOOR UNIT MATERIALS OF CONSTRUCTION

1. CABINET:
   a. FABRICATED OF GALVANNEAL STEEL, WITH STRUCTURAL STIFFENERS
   b. POWDER COATED FINISH
2. DISCHARGE GRILLE ASSEMBLY:
   a. 4-WAY ADJUSTABLE, WHITE PAINTED
   b. ANODIZED ALUMINUM, ADJUSTABLE
3. CONDENSATE DRAIN PAN:
   a. GALVANIZED STEEL WITH ANTI-CORROSION COATING
4. CABINET COLOR:
   a. DESIGNER WHITE

H. AIR SYSTEMS – FAN SHALL BE TANGENTIAL TYPE, DIRECTLY MOUNTED TO THE MOTOR SHAFT. MOTOR SHALL BE PSC TYPE WITH OVERLOAD PROTECTION. AIR STREAM SURFACES SHALL BE INSULATED WITH 1/4" FIBERGLASS OR 1/8" VOLARA. FILTER SHALL BE PERMANENT, WASHABLE, AND USER ACCESSIBLE.

I. COIL – COIL SHALL BE SEAMLESS, COPPER TUBING, ARRANGED IN STAGGERED CONFIGURATION, WITH ENHANCED ALUMINUM FINS, TESTED TO 460 PSIG. THE TUBES SHALL BE MECHANICALLY EXPANDED FOR SECURE BONDING TO FIN SHOULDER.

J. CONTROLS/COMPONENTS – CONTROLS AND COMPONENTS INSTALLED AT THE FACTORY OR SUPPLIED SHALL INCLUDE:

1. RELAYS AND CONNECTIONS FOR CONDENSING UNIT
2. UNIT MOUNTED OPERATING CONTROLS SHALL INCLUDE:
   a. THERMOSTAT WITH WIFI CAPABILITY
   b. FAN SPEED CONTROL
   c. HEAT/COOL SWITCH WHEN APPLICABLE

K. FURNISH WITH INTERNAL CONDENSATE PUMP.

L. SEE DRAWINGS AND SCHEDULES FOR SIZES, MODEL NUMBERS, AND ADDITIONAL REQUIREMENTS.

M. THE ONLY MANUFACTURER TO BE CONSIDERED IS TRANE TO MATCH OWNER STANDARDS.

PART 3 – EXECUTION

3.1 TESTS

A. TEST AND MAKE NECESSARY ADJUSTMENTS ON ALL AIR CONDITIONING EQUIPMENT TO CONFORM TO MANUFACTURER'S INSTRUCTIONS. FURNISH ALL LABOR, FUEL, AND ENERGY FOR TESTING.

B. PLACE EACH BLOWER OR EXHAUST FAN IN OPERATION AND MAKE REQUIRED ADJUSTMENT FOR CORRECT SPEED AND QUIET OPERATION. ADJUST ALL BALANCING DAMPERS SO THAT AIR DELIVERED TO OR EXHAUSTED FROM EACH ROOM COMPLIES WITH AMOUNTS INDICATED WITHIN 5%.

C. TEST TO BE PERFORMED BY AN INDEPENDENT AABC OR NEBB CERTIFIED BALANCING COMPANY. PROVIDE BALANCE REPORT LISTING AIR VOLUME FOR EACH ITEM OF AIR CONDITIONING AND AIR HANDLING EQUIPMENT.

3.2 INSTALLATION

A. MOUNT UNITS AS SHOWN ON THE DRAWINGS.

B. PROVIDE COMPETENT FACTORY TRAINED ENGINEER FOR START-UP, TESTING AND INSTRUCTION TO OPERATING PERSONNEL.

C. THE MANUFACTURER'S AUTHORIZED AGENT SHALL BE RESPONSIBLE FOR ALL INSTALLATION AND CONTROL WIRING SUPERVISION, MOUNTING INSTRUCTIONS, SIZING REFRIGERANT PIPING, SPECIALTIES, AND ALL DETAILS. HIS AGENT SHALL BE RESPONSIBLE FOR START-UP AND FINAL CHECKOUT. HE SHALL, UPON JOB COMPLETION, NOTIFY THE OWNER, ARCHITECT AND ENGINEER THAT ALL UNITS HAVE BEEN CHECKED OUT, ARE OPERATING PROPERLY AND ARE SATISFACTORY IN EVERY RESPECT.

3.3 PROJECT CLOSEOUT

A. BEFORE REQUESTING FINAL INSPECTION, THE FOLLOWING ITEMS MUST BE COMPLETED IN ACCORDANCE WITH APPROPRIATE SECTIONS OF DIVISION 1 :

1. COMPLETE ALL WORK REQUIRED UNDER THIS DIVISION OF THE SPECIFICATIONS EXCEPT AS MAY BE PERMITTED HEREINAFTER.
2. SUBMIT TEST AND BALANCE REPORT FOR ALL AIR SYSTEMS.
3. SUBMIT LETTER FROM AN AUTHORIZED REPRESENTATIVE OF EACH EQUIPMENT MANUFACTURER STATING THAT HE HAS OBSERVED THE INSTALLATION AND THAT HIS EQUIPMENT IS INSTALLED AND OPERATING PER THE MANUFACTURER'S REQUIREMENTS.
4. SUBMIT SPECIFIC WARRANTIES AND ANY MAINTENANCE AGREEMENTS.
5. DELIVER TOOLS, SPARE PARTS, EXTRA STOCK, AND SIMILAR ITEMS.
6. INSTALL ALL ITEMS OF IDENTIFICATION ON ALL DUCTWORK, PIPING, AND EQUIPMENT.

B. BEFORE REQUESTING FINAL PAYMENT, THE FOLLOWING ITEMS MUST BE COMPLETED:

1. SUBMIT OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS.
2. DEMONSTRATE TO OWNER'S REPRESENTATIVE THE PROPER OPERATION OF ALL EQUIPMENT AND SYSTEMS.
3. SUBMIT AS-BUILT DRAWINGS.

END OF SECTION

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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

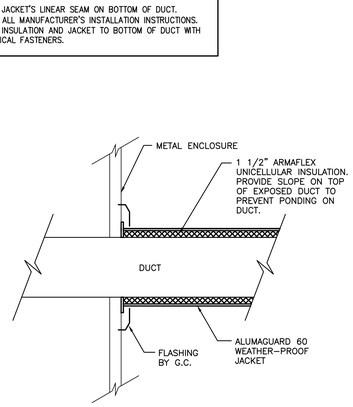
SPECIFICATION - HVAC

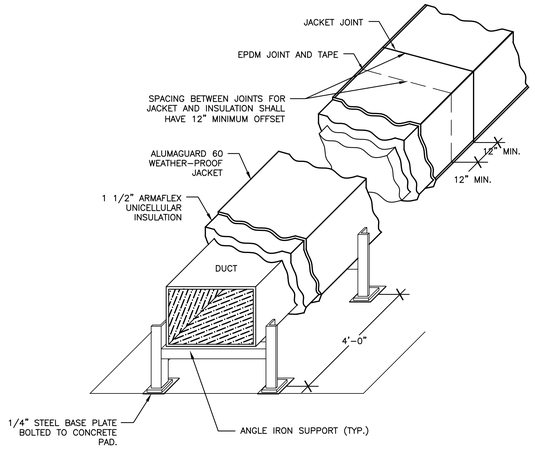
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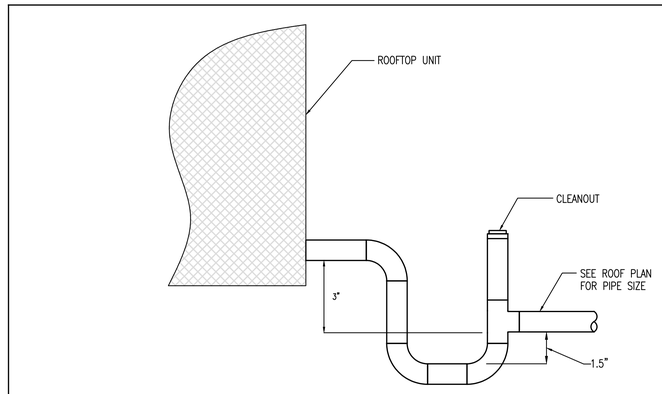
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NOTES:
1. LOCATE JACKET'S LINEAR SEAM ON BOTTOM OF DUCT.
2. FOLLOW ALL MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. FASTEN INSULATION AND JACKET TO BOTTOM OF DUCT WITH MECHANICAL FASTENERS.





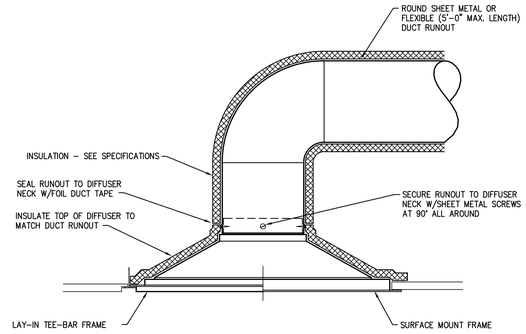
EXTERNAL DUCT INSULATION DETAIL
SCALE: N.T.S.



ROOFTOP CONDENSATE TRAP DETAIL
SCALE: N.T.S.

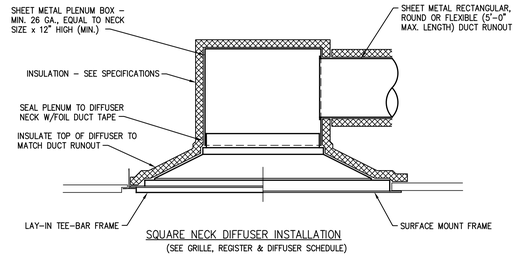


REFRIGERANT PIPING SCHEMATIC
SCALE: N.T.S.



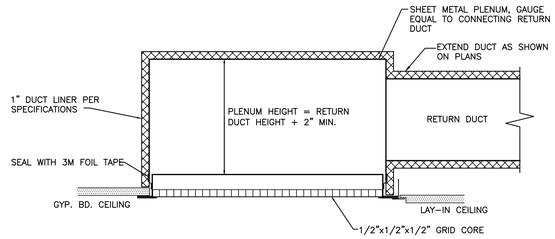
ROUND NECK DIFFUSER INSTALLATION
(SEE GRILLE, REGISTER & DIFFUSER SCHEDULE)

NOTE:
WHERE SPACE LIMITATIONS DO NOT PERMIT THE ABOVE ROUND DUCT RUNOUT INSTALLATION, A PLENUM BOX ARRANGEMENT SIMILAR TO THE SQUARE NECK INSTALLATION METHOD SHOWN BELOW MAY BE USED.

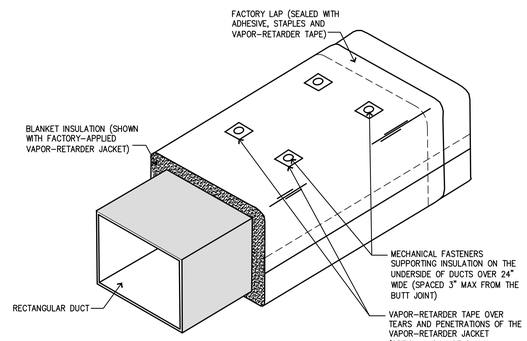


SQUARE NECK DIFFUSER INSTALLATION
(SEE GRILLE, REGISTER & DIFFUSER SCHEDULE)

TYPICAL CEILING DIFFUSER INSTALLATION DETAIL
SCALE: N.T.S.



TYPICAL CEILING RETURN DETAIL (CR)
SCALE: N.T.S.



FLEXIBLE FIBROUS BLANKET RECTANGULAR DUCT INSULATION

DUCT INSULATION DETAIL
SCALE: N.T.S.

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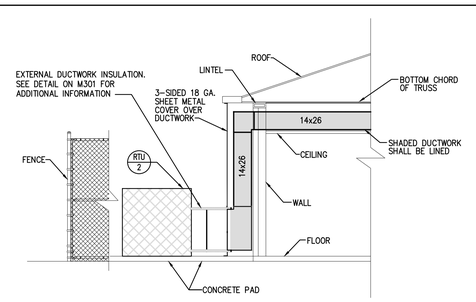
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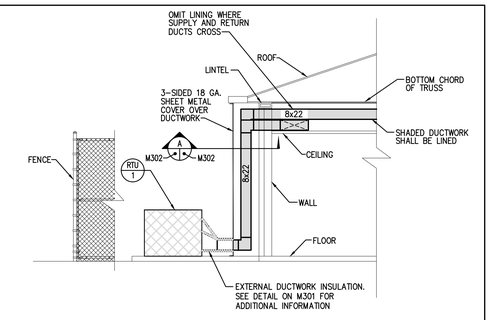
PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023
TITLE: DETAILS - HVAC
SHEET: M301

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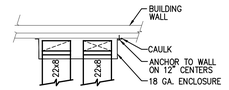
SECTION AT RTU-2

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



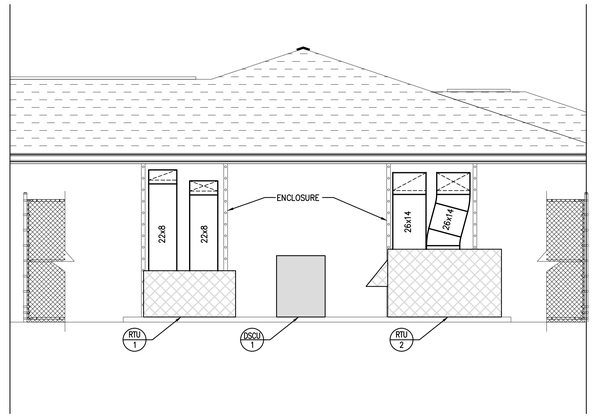
SECTION AT RTU-1

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



SECTION A

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



SECTION AT RTU-1 AND RTU-2

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

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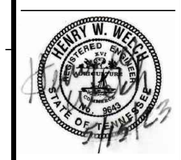
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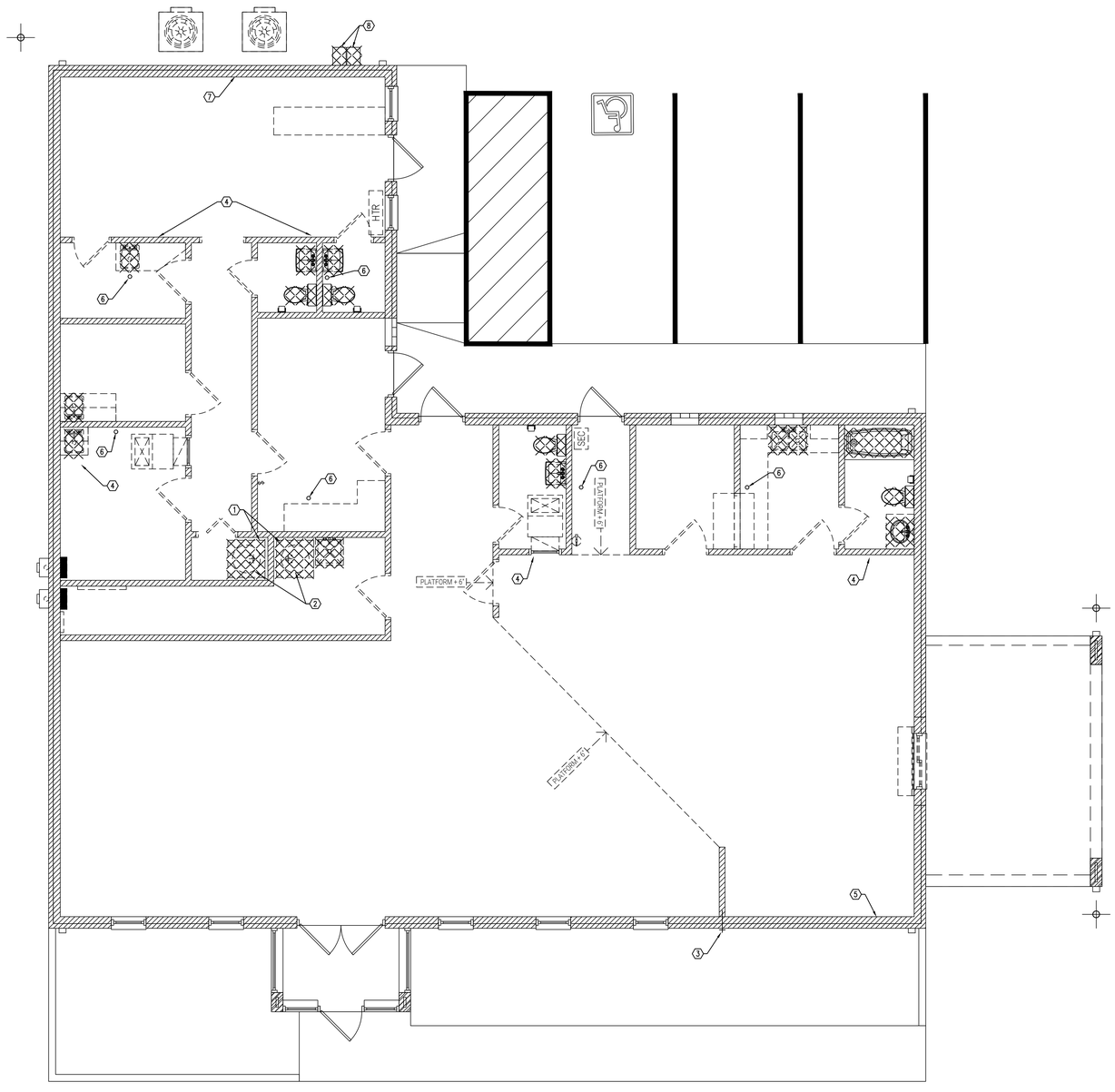
PROJECT NO: 022-020

ISSUE DATE: MAY 15, 2023

TITLE: SECTIONS - HVAC

SHEET: M302

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FLOOR PLAN - PLUMBING DEMOLITION

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

PLUMBING GENERAL DEMO NOTES FOR DP101

1. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO PREPARING HIS BID IN ORDER TO FAMILIARIZE HIMSELF WITH CONDITIONS AS THEY EXIST AND SHALL STUDY ALL AVAILABLE BUILDING PLANS TO SATISFY HIMSELF AS TO THE EXTENT OF ALL CONTINGENCIES AND SHALL INCLUDE THE COSTS OF THE SAME IN HIS BID.
2. ALL SALVAGEABLE ITEMS SHALL BE THE OWNER'S PROPERTY AT HIS OPTION. ALL SALVAGEABLE ITEMS NOT RETAINED BY THE OWNER ARE TO BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. ALL UNSALVAGEABLE EQUIPMENT AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING WASTE, VENT, AND WATER PIPING.
4. REMOVE EXISTING PIPING AS SHOWN ON THE DEMOLITION PLANS. CAP ALL SERVICES WHICH ARE NOT TO REMAIN IN SERVICE. PIPING IN THE FLOOR SHALL BE DEMOLISHED TO BELOW THE FLOOR AND CAPPED. REPAIR THE FLOOR TO MATCH EXISTING.
5. PROVIDE NECESSARY TEMPORARY OR PERMANENT CAPS OR PLUGS FOR PIPING. DO NOT LEAVE PIPING OPEN ENDED.
6. CAP ANY OPENINGS THROUGH THE ROOF THAT ARE NOT RE-USED.
7. REMOVE ALL EXISTING PLUMBING FIXTURES AND ASSOCATED PIPING AS SHOWN ON THE DEMILITION PLAN AND MARKED WITH X'S.

KEYED DEMO NOTES:

1. REMOVE THE EXISTING WATER SERVICE ROUTING FROM BELOW THE SLAB. CAP WATER PIPING BELOW THE SLAB.
2. REMOVE THE EXISTING WATER HEATER AND ASSOCIATED PIPING. TURN THE WATER HEATER OVER TO THE OWNER IF THEY WANT TO KEEP, OTHERWISE DISPOSE OF THE HEATER.
3. REMOVE THE EXISTING HOSE BIBB AND CONNECTING PIPING. REPAIR AND SEAL THE EXTERIOR WALL OPENING TO MATCH EXISTING.
4. REMOVE ALL EXISTING WATER PIPING IN THE WALLS AND ATTIC.
5. REMOVE THE EXISTING WASTE AND WATER PIPING IN THE WALL AT THIS LOCATION. CAP ALL SERVICES.
6. APPROXIMATE LOCATION OF AN EXISTING PLUMBING VENT THROUGH THE ROOF. REMOVE ANY EXISTING VENT THAT IS NOT REUSED AND REPAIR THE ROOF TO MATCH THE EXISTING. REFER TO THE ARCHITECTURAL NOTES AND DETAILS.
7. REMOVE THE EXISTING CONDENSATE PIPING FROM THE HVAC UNIT TO AND THROUGH THE OUTSIDE WALL. REPAIR THE OPENINGS IN THE WALL TO MATCH THE EXISTING.
8. DEMO EXISTING GAS METERS AND SERVICE.

twa
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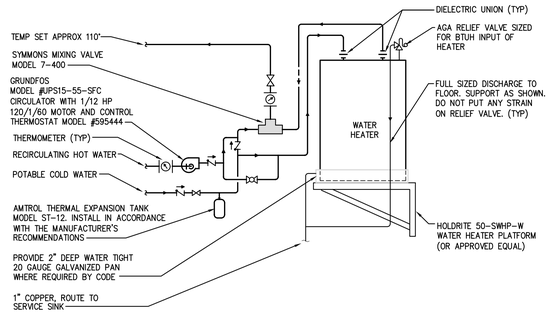
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SHEET: DM101

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NOTE:
* PROVIDE AND INSTALL AN ANTI-SIPHON DEVICE IN THE COLD WATER SUPPLY PIPING TO THE WATER HEATER.
* REFER TO MANUFACTURE'S SPECIFICATIONS FOR PIPING ARRANGEMENT WHEN USING A MIXING VALVE W/RECIRCULATION PUMP.

ELECTRIC WATER HEATER DETAIL W/ RECIRCULATION AND MIXING VALVE

N.T.S.

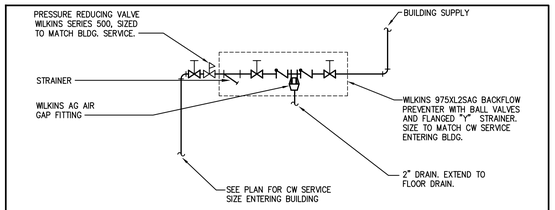
WATER HEATER SCHEDULE (ELECTRIC)

DRAWING SYMBOL	STORAGE CAPACITY	NUMBER OF ELEMENTS	KILOWATT PER ELEMENT	VOLTAGE	RECOVERY GPH @ 100° RISE	MANUFACTURER & MODEL #	
WH 1	37	2	4.5	208/1ø	18	BRADFORD WHITE LE240LN3-3	32 1/16"H x 24 1/2"D

ACCESSORIES AND FEATURES:
* SEE SPECIFICATIONS FOR OTHER PERTINENT INFORMATION.

PLUMBING LEGEND & SYMBOLS

	SANITARY WASTE PIPING BELOW GRADE
	SANITARY WASTE PIPING ABOVE GRADE
	SANITARY VENT PIPING
	POTABLE COLD WATER PIPING
	POTABLE HOT WATER PIPING
	POTABLE HOT WATER RECIRCULATING PIPING
C	CONDENSATE PIPING
G	NATURAL GAS PIPING
OR	CLEAN-OUT
E	POINT OF CONNECTION OF NEW PIPING TO EXISTING PIPING
	SHUT-OFF VALVE - (GATE, BALL, BUTTERFLY, GLOBE, ETC.) SEE SPECIFICATIONS FOR APPLICATION AND TYPE
	PIPING DROP
	PIPING RISER
CW	POTABLE COLD WATER
HW	POTABLE HOT WATER
HWR	POTABLE HOT WATER RECIRCULATION
V	VENT
W	WASTE
VTR	VENT THROUGH ROOF
FFE	FINISHED FLOOR ELEVATION
PDI-"B"	WATER HAMMER ARRESTOR SIZE 'B' (RATING PER PLUMBING AND DRAINAGE INSTITUTE)
	ELECTRICAL PANEL - COORDINATE INSTALLATION AND ROUTING OF PLUMBING WORK NEAR PANELS WITH FIGURES 384-1 AND SECTION 384-4 OF THE NATIONAL ELECTRIC CODE.



PRESSURE REDUCING STATION/ BACKFLOW PREVENTER DETAIL

N.T.S.

PLUMBING FIXTURE SCHEDULE

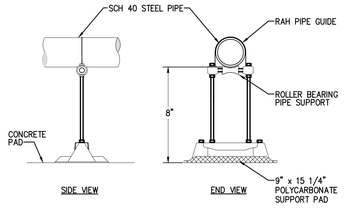
SYM.	TYPE	MFR. & MODEL	SIZE	H.W.	C.W.	WASTE	P-TRAP	DESCRIPTION
P1	WATER CLOSET (HANDICAP)	ZURN ONE Z5551.000.01.03.77 (TANK TYPE)	-	-	1/2"	4"	-	1.6 GPF ELONGGATED TWO PIECE SIPHON JET TANK TOILET, ELONGATED, STANDARD WHIT, OPEN FRONT TOILET SEAT, LESS COVER, W/S.S CHECK HINGE, Z5972 CLOSET BOLT/WAX RING KIT, ANGLE CLOSET SUPPLY KIT /12" BRAIDED HOSE (1/2" NOM x 3/8"OD)
P2	LAVATORY (HANDICAP)	ZURN Z5344 (WALL MOUNTED)	20"X18"	1/2"	1/2"	1-1/2"	1-1/4"	WALL HUNG CONCEALED ARM LAVATORY, ZURN Z7440-XL 4" CENTERSET SIERRA SERIES LAVATORY FAUCET, 5" INTEGRAL SPOUT, CERAMIC DISC CARTRIDGE, TEMPERATURE LIMIT STOP, LEVEL CONTROL, ZURN Z8743-PC GRID DRAIN, ZURN Z8700 1 1/4" CAST BRASS P-TRAP W/CLEANOUT, STANDARD STOP LAVATORY SUPPLY KIT (CONNECTIONS 1/2" NOM x 3/8" OD) W/BRAIDED STAINLESS STEEL SUPPLIES, ZURN COMBINATION TRAP & SUPPLY WRAP PROTECTOR KIT AND ZURN Z1231 CARRIER
P3	COUNTER SINK	ELKAY MODEL LR-3322 (DOUBLE BOWL)	33"X22" X 8"	1/2"	1/2"	2"	1-1/2"	18 GAUGE STAINLESS STEEL SINGLE COMPARTMENT SELF-RIMMING 3-HOLE SINK WITH ZURN Z-87C4-XL GOOSENECK FAUCET WITH WRIST BLADE HANDLES, (2) BRASS CRUMB CUP STRAINERS, SUPPLIES TO WALL WITH STOP AND ADJUSTABLE CAST BRASS P-TRAP WITH CLEAN-OUT.
P4	SERVICE SINK	ZURN Z1996-24-BV-24-HH-MH (FLOOR MOUNTED)	24"X24"	1/2"	1/2"	3"	3"	HIGHE DENSITY COMPOSITE CUSTODIAL FLOOR SINK, 3" IPS CONNECTION DRAIN ASSEMBLY, ZURN Z841M1-RC SERVICE SINK FAUCET W/6"INTEGRAL VB SPOUT /HOSE THREAD OUTLET & PAIL HOOK, ADJUSTABLE SWIVEL INLETS, 2 1/2" LEVER HANDLES, ROUGH-CHROME FINISH, HOSE AND HOSE BRACKET, MOP HANGER AND WALL GUARDS.
P5	WATER COOLER (HANDICAP)	ELKAY MODEL LZSTL8WSLP BARRIER-FREE SPLIT-LEVEL W/BOTTLE FILLER	39 1/2"H 19"D 36 3/4W	-	1/2"	1-1/2"	1-1/4"	BARRIER FREE COOLER SUITABLE FOR INSTALLATION AT STANDARD AND HANDICAP HEIGHT WITH 4 TOUCH PADS FOR WATER FLOW CONTROL. COOLER SHALL DELIVER 8.0 GPH AT ARI CONDITIONS. COOLER SHALL BE UL LISTED, ARI CERTIFIED, TOTALLY LEAD FREE WITH FLEX GUARD BUBBLER VALVE AND BOTTLE FILLER. SUPPLY TO WALL WITH STOP, CAST BRASS P-TRAP WITH CLEAN OUT AND ZURN CARRIER.
P6	ICE MKR UTILITY BOX	OATEY MODEL #39142	6"W X 6"H X 3 3/8"D	-	1/4"	-	-	IN WALL UTILITY BOX WITH SUPPLY STOP, 1/4" BRASS TURN HAMMER BALL VALVE, COPPER SWEAT W/6' STAINLESS STEEL HOSE.
P7	WALL HYDRANT	ZURN Z-1321XL	-	-	3/4"	-	-	Z-1321XL EXPOSED ECOLOTROL, LEAD FREE "ANTI-SIPHON" AUTOMATIC DRAINING WALL HYDRANT, COMPLETE WITH NON-FREEZE INTEGRAL BACKFLOW PREVENTER, COPPER CASING, ALL BRONZE INTERIOR PARTS, NON-TURNING OPERATING ROD WITH CERAMIC DISK, 3/4" SOLDER INLET, STAINLESS STEEL FACE WITH OPERATING KEY (ALL SOLDER CONNECTIONS ARE LEAD FREE). HYDRANT SHALL COMPLY WITH ASSE 1019 STANDARDS AND SHALL BE SO STAMPED.

ADDITIONAL NOTES AND FEATURES

1. PROVIDE 0.5 GPM FLOW LIMITING DEVICE ON LAVATORIES, 1.5 FLOW LIMITING DEVICE ON COUNTERSINKS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND MOUNTING HEIGHT OF ALL FIXTURES.
3. INSULATE ALL PIPING UNDER HANDICAP SINKS AND LAVATORIES WITH ENGINEERED BRASS COMPANY INSTITUTIONAL A.D.A. INSULATOR KIT FOR TRAP & SUPPLIES. PART #1K.
4. FINISH FOR ALL VITREOUS CHINA & FIBERGLASS FIXTURES SHALL BE WHITE UNLESS OTHERWISE NOTED. ALL OTHER FIXTURES SHALL BE FURNISHED WITH STANDARD FINISH UNLESS OTHERWISE NOTED.
5. ALL HANDICAPPED FIXTURES SHALL MEET ALL STATE AND LOCAL CODES, THE 2010 AMERICANS WITH DISABILITIES ACT, 2009 ICC AND ANSI A117.1
6. ALL WATER AND WASTE PIPING SERVING PLUMBING FIXTURES SHALL BE SECURED IN WALL TO PREVENT MOVEMENT AFTER FIXTURES ARE INSTALLED.

VERIFY WITH ARCHITECTURAL DRAWINGS THE NUMBER AND LOCATION OF EACH TYPE OF HANDICAP FIXTURE WHERE HANDICAP FIXTURES REQUIRED, EACH FIXTURE SHALL MEET THE FOLLOWING:

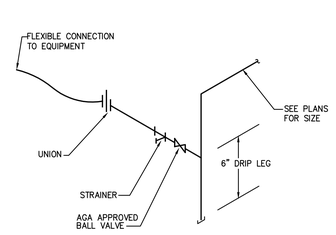
1. HANDICAP WATER CLOSET SHALL BE MOUNTED WITH SEAT HEIGHT OF 18" A.F.F.
2. HANDICAP LAVATORY SHALL BE MOUNTED WITH THE FLOOD RIM NO HIGHER THAN 34" A.F.F. PROVIDE CLEARANCE OF AT LEAST 29" FROM THE BOTTOM OF THE APRON TO THE FINISHED FLOOR AND 27" SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE LAVATORY AND THE FLOOR .



* AXLE, ROLLER, AND COLLAR ARE POLYCARBONATE MATERIALS
* ALL METAL PARTS ARE HOT-DIP GALVANIZED
* MIRO INDUSTRIES MODEL RAH-7 DYNAMIC

GAS PIPING SUPPORT DETAIL

SCALE: N.T.S.



TYP GAS EQUIPMENT CONNECTION DETAIL

N.T.S.

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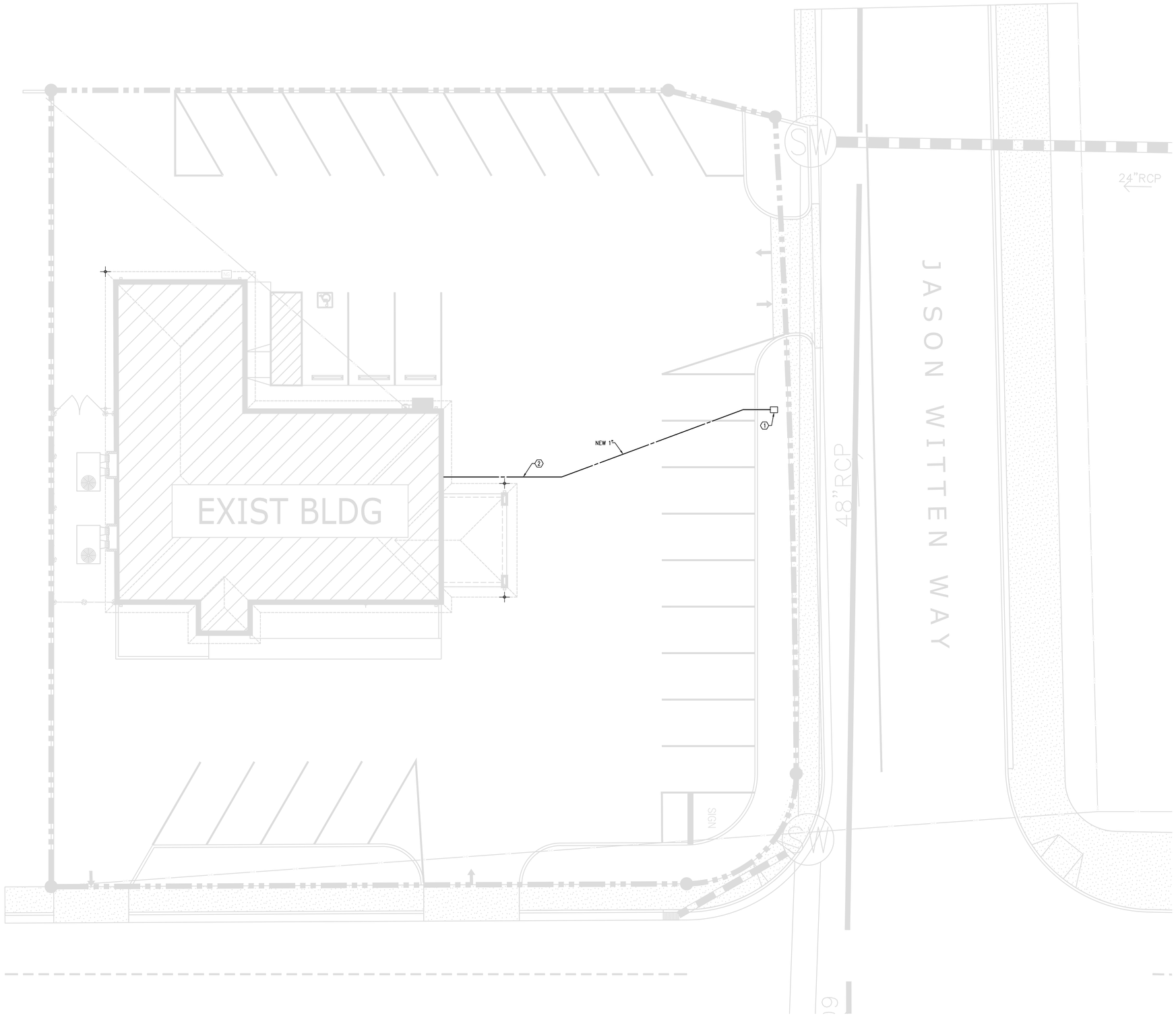
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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023

TITLE: LEGEND, SCHEDULES & DETAILS- PLUMBING

SHEET: **P001**

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DRAWING NOTES:

1. REMOVE THE EXISTING TWO WATER METERS. ABANDON THE EXISTING UNDERGROUND PIPING. ARRANGE WITH THE LOCAL UTILITY WATER COMPANY FOR A NEW 1" WATER METER AND SERVICE. PAY ANY FEES ASSOCIATED WITH THE CHANGE.
2. EXTEND A NEW 1" PEX WATER SERVICE INTO THE BUILDING. THE NEW LINE FROM THE METER TO INSIDE THE BUILDING SHALL BE ONE CONTINUOUS PIPE WITHOUT ANY FITTINGS UNDERGROUND. CUT AND REPAIR THE ASPHALT TO MATCH THE EXISTING. BED THE PIPE ON 6" OF SAND OR GRAVEL AND BACKFILL UP TO THE ASPHALT WITH 1/2" TO 1" SIZE GRAVEL FOR 95% OR BETTER COMPACTION.

SITE PLAN - PLUMBING

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

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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023
TITLE: SITE PLAN- PLUMBING
SHEET: P100

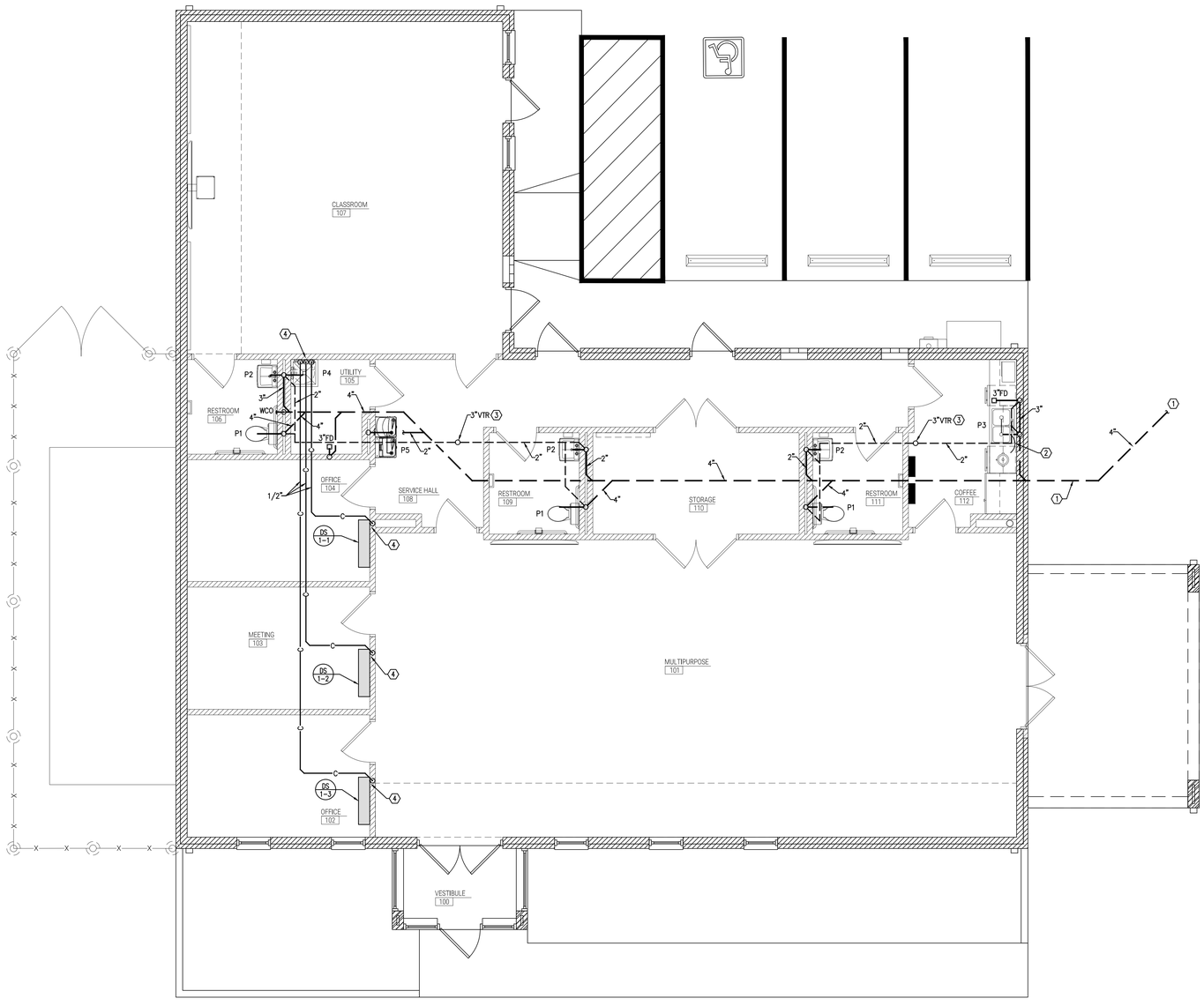
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GENERAL NOTES:

1. ROUTE ALL WASTE PIPING BELOW FLOOR. COORDINATE ROUTING WITH ALL OTHER DISCIPLINES.
2. ROUTE ALL VENT PIPING AS HIGH AS POSSIBLE ABOVE CEILING. COORDINATE ROUTING WITH ALL OTHER DISCIPLINES.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL BUILDING CODES.
4. PROVIDE TRAP GUARDS ON ALL FLOOR DRAINS.

DRAWING NOTES: (this dwg)

1. THE LOCATION OF THE EXISTING SANITARY SEWER PIPING IS UNKNOWN. THE CONTRACTOR SHALL CAMERA THE EXISTING SANITARY SEWER PIPING LINE TO DETERMINE THE LOCATION OF WHERE IT EXITS THE BUILDING. ADJUST THE ROUTING OF THE NEW SANITARY SEWER PIPING OUTSIDE TO CONNECT TO THE EXISTING.
2. CONNECT THE DISHWASHER DRAIN TO THE SINK DRAIN BELOW THE COUNTER. MAKE THE CONNECTION AND ROUTING IN ACCORDANCE WITH CODE REQUIREMENTS.
3. ROUTE THE NEW SANITARY SEWER VENT THROUGH THE ATTIC TO THE NEAREST EXISTING VTR. INCREASE THE EXISTING OPENING IF REQUIRED AND INSTALL A NEW 3" VTR AND BOOT.
4. ROUTE A 1/2" CONDENSATE PIPE OUT THE BACK OF THE DUCTLESS SPLIT UNIT INTO THE WALL AND EXTEND UP INTO THE SPACE ABOVE THE LAY-IN CEILING. ROUTE OVER TO THE SERVICE SINK AND EXTEND DOWN THE WALL AND SPILL INTO THE SINK. COORDINATE THE ROUTING WITH THE DUCTWORK.



FLOOR PLAN - SANITARY

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

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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE

FLOOR PLAN - SANITARY

SHEET

P101

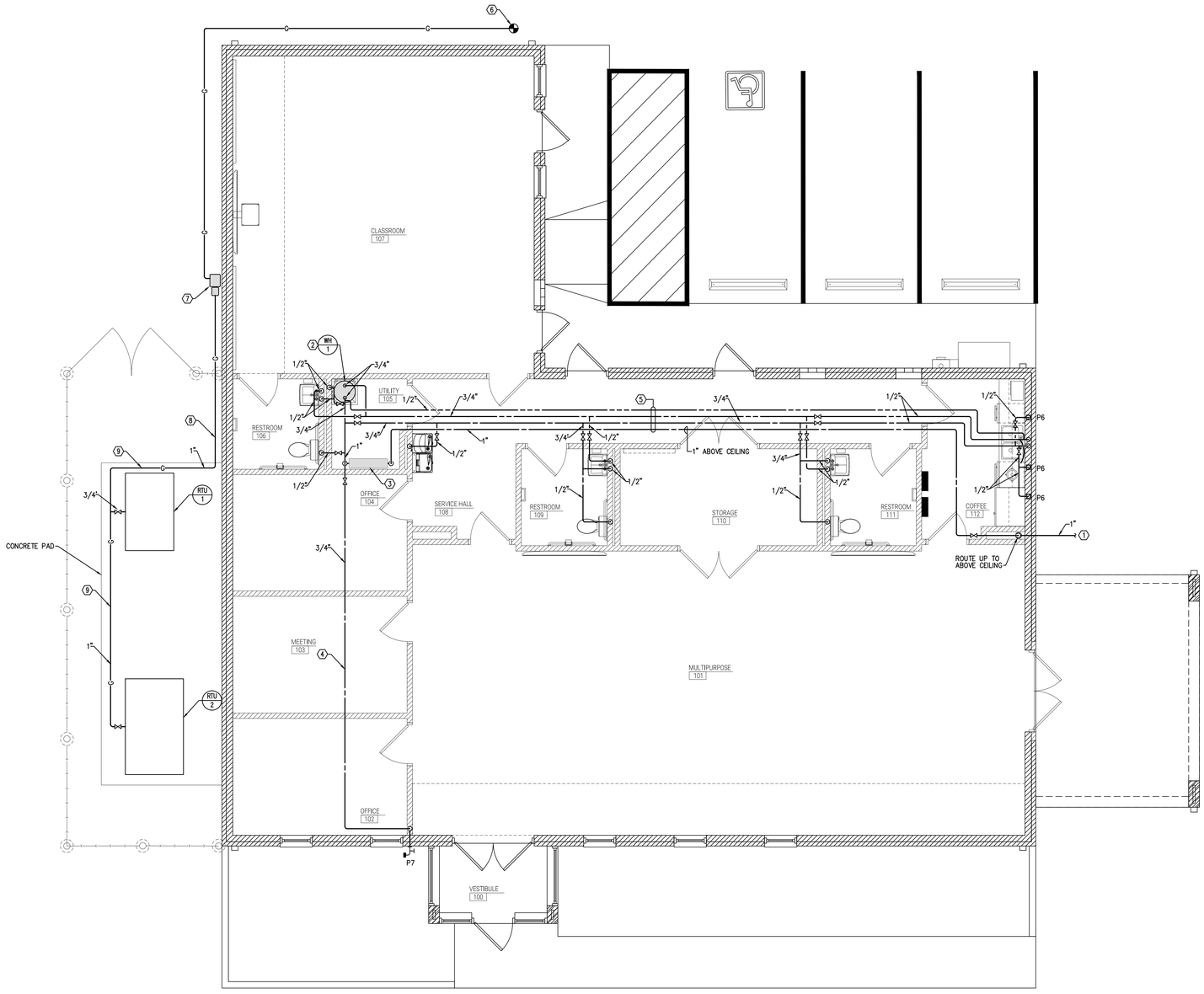
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GENERAL NOTES:

1. COORDINATE ROUTING OF ALL PIPING WITH OTHER TRADES IN FIELD.
2. ROUTE WATER PIPING ABOVE CEILING AND BELOW DUCTWORK. COORDINATE WORK WITH ALL OTHER TRADES IN FIELD, INCLUDING STRUCTURAL.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL BUILDING CODES.
4. PROVIDE AND INSTALL CUT-OFF VALVES PER CODE.

DRAWING NOTES: (this dwg)

1. SEE P100 SITE PLAN FOR CONTINUATION.
2. SEE WATER HEATER DETAIL ON PLUMBING DRAWING P001.
3. SEE WATER ENTRANCE DETAIL ON PLUMBING DRAWING P001.
4. COORDINATE ROUTING OF WATER PIPING WITH DUCTWORK IN THIS AREA.
5. WATER PIPING ROUTED ABOVE LAY-IN CEILING AND BELOW INSULATION.
6. CONNECT TO THE EXISTING UNDERGROUND GAS SERVICE AND EXTEND A NEW UNDERGROUND GAS LINE AROUND TO THE NEW GAS METER LOCATION. SEE SPECS FOR PIPING MATERIALS. MATERIALS TO COMPLY WITH THE LOCAL GAS UTILITY REQUIREMENTS.
7. ARRANGE WITH THE LOCAL GAS UTILITY COMPANY FOR A NEW GAS METER SERVICE AT THE NEW LOCATION SHOWN ON THE PLANS. PAY FOR ANY COSTS ASSOCIATED WITH THE NEW GAS SERVICE. SERVICE BASED ON 180 MBH INPUT AND PIPING SIZED ON 50 EQUIVALENT FEET OF PIPING.
8. SECURE THE NEW GAS PIPING TO THE WALL WITH WALL CLAMPS THAT ALLOW FOR PIPE MOVEMENT DUE TO WEATHER CHANGES.
9. SUPPORT THE NEW GAS PIPING WITH SUPPORTS OFF OF THE CONCRETE PAD AS SHOWN ON P001. SUPPORTS TO BE SPACED APPROXIMATELY EIGHT FEET APART.



FLOOR PLAN - WATER & GAS

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

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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023
TITLE: FLOOR PLAN - WATER & GAS
SHEET: P102

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PLUMBING SPECIFICATION

PART 1–GENERAL

1.1 GENERAL PROVISIONS

A. PROVIDE ALL LABOR, TOOLS, AND MATERIAL TO PROVIDE AND CONSTRUCT A COMPLETE PLUMBING SYSTEM WHETHER OR NOT SPECIFICALLY SHOWN. THIS INCLUDES ALL MISCELLANEOUS PARTS, DEVICES, CONTROLS, AND APPURTENANCES WHICH ARE REQUIRED TO COMPLETE THE JOB IN A SAFE AND PROPER OPERATING CONDITION. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE, INTERNATIONAL FUEL GAS CODE, NFPA, AND ALL STATE AND LOCAL CODES AND REGULATIONS. PAY ALL FEES AND OBTAIN ALL REQUIRED PERMITS. ALL EQUIPMENT SHALL BE UL, AGA, OR ASME APPROVED AND BEAR SUCH LABEL WHERE APPROVAL IS APPLICABLE.

B. THE CONTRACTOR SHALL EXAMINE THE GENERAL AND SUPPLEMENTARY CONDITIONS, ALL OTHER CONTRACT DOCUMENTS, AND EXAMINE THE EXISTING CONDITIONS AT THE BUILDING SITE TO FAMILIARIZE HIMSELF WITH THE PROVISIONS THEREIN AFFECTING THE PLUMBING WORK.

C. THIS CONTRACTOR IS REQUIRED TO SUBMIT TO THE ARCHITECT FOR APPROVAL DIGITAL COPIES OF MANUFACTURER'S BROCHURES ON ALL PLUMBING EQUIPMENT. THE CONTRACTOR SHALL SUBMIT ALL PLUMBING EQUIPMENT IN ONE FOLDER.

D. IN ADDITION TO MANUFACTURER'S WARRANTY, THE CONTRACTOR SHALL WARRANT EQUIPMENT AND WORKMANSHIP FOR ONE YEAR AFTER ACCEPTANCE AND SHALL MAKE GOOD ANY DEFECT IN MATERIAL AND WORKMANSHIP DURING THIS PERIOD WITHOUT COST TO THE OWNER.

1.2 CLEANING AND STERILIZATION

A. GENERAL:

1. UPON COMPLETION OF THE CONTRACT AND PROGRESSIVELY AS THE WORK PROCEEDS, CLEAN UP ALL DIRT, DEBRIS, OIL, MATERIALS, ETC., AND REMOVE IT FROM THE SITE, KEEPING PREMISES IN A NEAT AND CLEAN CONDITION TO THE SATISFACTION OF THE ARCHITECT. SEE GENERAL CONDITIONS.
2. THOROUGHLY CLEAN ALL FIXTURES, WATER HEATERS AND ANY PLUMBING APPARATUS.
3. ALL FACTORY APPLIED FINISHES, IF NOT TO BE REPAINTED, SHALL BE TOUCHED–UP, COVERING ALL BARE PLACES, SCRATCHES, ETC.
4. ANY STOPPAGE, DISCOLORATION, OR OTHER DAMAGE TO PARTS OF THE BUILDING, ITS FINISH, OR FURNISHINGS DUE TO THE CONTRACTOR'S FAILURE TO PROPERLY CLEAN THE PIPING SYSTEM SHALL BE REPAIRED BY THE CONTRACTOR WITHOUT COST TO THE OWNER.

PART 2–PRODUCTS

2.1 HOT AND COLD WATER PIPING INSIDE BUILDING

A. HOT AND COLD WATER PIPING ABOVE GRADE SHALL BE POLYETHYLENE PLASTIC PIPE AND TUBING (PEX TYPE A). PIPING SHALL MEET ASTM F876 AND ASTM 877 STANDARDS.

B. FITTINGS SHALL BE TYPE A EXPANSION FITTINGS.

2.2 WATER SUPPLY PIPING OUTSIDE BUILDING

A. WATER SUPPLY SERVICE PIPING SHALL BE POLYETHYLENE PLASTIC PIPE AND TUBING (PEX TYPE A). PIPING SHALL MEET ASTM F876 AND ASTM 877 STANDARDS.

B. PIPING FROM THE METER TO INSIDE THE BUILDING SHALL BE ONE CONTINUOUS SECTION OF PIPING WITH NO FITTINGS.

2.3 SANITARY SEWERS

A. SOIL, WASTE AND VENT PIPING SHALL BE SCHEDULE 40 PVC.

B. JOIN PIPING IN ACCORDANCE WITH ASTM D2665 AND COMPLY WITH PROCEDURES IN ASTM F402 FOR SAFE HANDLING OF SOLVENT CEMENTS, PRIMERS, AND CLEANERS DURING JOINING OF PLASTIC PIPE AND FITTINGS.

C. SOIL, WASTE AND VENT PIPING ABOVE GROUND SHALL BE RUN CONCEALED IN WALLS, CHASES, PIPE SHAFTS AND CEILING SPACES, EXCEPT IN EQUIPMENT ROOMS AND SIMILAR UNFINISHED AREAS AND ELSEWHERE AS SPECIFICALLY INDICATED OTHERWISE. ALL SOIL AND WASTE PIPING INSIDE THE BUILDING SHALL BE RUN WITH A UNIFORM DROP OF NOT LESS THAN 1/8" PER FOOT, USING 1/4" PER FOOT WHERE POSSIBLE.

D. VERTICAL VENT LINES SHALL BE CARRIED THROUGH THE ROOF OR CONNECTED TO ADJACENT VENT LINES AS INDICATED. VENTS SHALL TERMINATE APPROXIMATELY 12" ABOVE FINISHED ROOF LINE AND SHALL BE FLASHED PER THE REQUIREMENTS OF THE ROOF SYSTEM WARRANTY. COLLECT VENTS WHERE POSSIBLE TO MINIMIZE THE NUMBER OF VENTS EXTENDING THROUGH ROOF.

2.4 INSULATION

A. WATER PIPING ABOVE GRADE SHALL BE INSULATED WITH OWENS CORNING FIBERGLASS 25 ASJ/SSL AS LISTED BELOW:

1. DOMESTIC COLD WATER – 1/2" THICK.
2. DOMESTIC HOT WATER – 1" THICK.
3. DOMESTIC HOT WATER RECIRCULATING – 1" THICK.

B. ROUTE ALL WATER LINES THAT ARE IN EXTERIOR WALLS ON THE CONDITIONED SIDE OF THE WALL.

2.5 FLOOR DRAINS

A. FLOOR DRAINS SHALL BE ZURN, OR APPROVED SUBSTITUTE. DRAINS IN FINISHED AREAS SHALL HAVE NICKEL BRONZE STRAINERS AND TOPS, AND WHEN CLEANOUT PLUGS ARE REQUIRED THEY SHALL BE NICKEL BRONZE. DRAINS IN UNFINISHED AREAS, STORE ROOMS, AREAWAYS, AND SIMILAR LOCATIONS SHALL BE BLACK CAST IRON, WITH BRASS CLEANOUT PLUG IF REQUIRED. FLOOR DRAINS SHALL HAVE TRAP SEAL WHERE REQUIRED BY CODE.

B. SANITARY SEWER SYSTEM FLOOR DRAINS SHALL BE Z–415V WITH TYPE B STRAINER INSTALLED WITH P–TRAP AND TRAP SEAL.

2.6 HOSE BIBBS

A. EXTERIOR HOSE BIBBS SHALL BE ZURN NO. Z–1321 NON–FREEZE WALL HYDRANT WITH POLISHED BRASS FACE AND VACUUM BREAKER. HOSE BIBBS SHALL COMPLY WITH ASSE 1019 STANDARDS AND SHALL SO BE STAMPED.

2.7 CONDENSATE DRAINS

A. EVAPORATOR CONDENSATE PIPING SHALL BE SCHEDULE 40 PVC. INSULATE WITH ½" ARMAFLEX INSULATION TO PREVENT SWEATING.

2.8 VALVES

A. VALVES 2" AND SMALLER SHALL BE BRASS OR BRONZE BALL VALVES. ALL VALVES SHALL BE THE 150 LB. TYPE.

B. VALVES IN SITE UTILITIES SHALL BE GATE VALVES CONFORMING TO AWWA STANDARD C–500 WITH VALVE BOXES.

2.9 UNIONS

A. AN INSULATING OR DIELECTRIC UNION SHALL BE INSTALLED BETWEEN DISSIMILAR METAL LINES, AND COPPER WATER LINES AND WATER HEATERS. THE UNIONS SHALL BE CAPITOL OR EPCO. SWEAT COPPER TO THREADED BRASS WITH IRON PIPE THREADS.

B. FOR COPPER AND BRASS PIPING, ALL UNIONS 2" AND SMALLER SHALL BE 150 LBS. BRASS GROUND–JOINT TYPE.

2.10 CLEANOUTS

A. CLEANOUTS SHALL HAVE BODIES THAT CONFORM IN THICKNESS TO THAT REQUIRED FOR THE PIPE WITH WHICH THEY ARE INSTALLED.

2.11 NIPPLES

A. NIPPLES SHALL BE OF THE SAME MATERIAL AS THE PIPE WITH WHICH THEY ARE INSTALLED. THEY SHALL BE EXTRA STRONG WHEN THE UNTHREADED PORTION IS LESS THAN 1" LONG.

2.12 PLUMBING FIXTURES

A. PLUMBING FIXTURES SHALL BE ZURN AS SCHEDULED ON THE DRAWINGS. THESE FIXTURES AS MANUFACTURED BY AMERICAN STANDARD AND KOHLER WILL BE CONSIDERED.

2.13 ELECTRIC WATER HEATER

A. THE ELECTRIC HOT WATER HEATER SHALL BE FULLY AUTOMATIC TYPE WITH GLASS LINED MICROBAN ANTIMICROBIAL TECHNOLOGY TANK DESIGNED FOR NOT LESS THAN 150 LBS. WORKING PRESSURE, INSULATED JACKET, MAGNESIUM ANODE, DRAIN VALVE, VACUUM BREAKER, INSERTION TYPE HIGH LIMIT THERMOSTAT, INSERTION TYPE CONTROL THERMOSTAT FOR EACH HEATER, ASME CODE TEMPERATURE AND PRESSURE RELIEF VALVE INSTALLED IN THE TOP OF THE TANK WITH DISCHARGE LINE TO SUITABLE DRAIN. ALL HEATER ELEMENTS SHALL BE INSERTION FOR THE ELECTRIC POWER SERVICE NOTED ON THE DRAWINGS. THE TANK SIZE AND NUMBER OF ELEMENTS SHALL BE AS CALLED FOR ON THE DRAWINGS. VERIFY VOLTAGE.

2.14 GAS PIPING (ABOVE GRADE)

A. GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL, ASSEMBLED WITH MALLEABLE IRON FITTINGS, GROUND JOINT UNIONS AND AGA COCKS AS REQUIRED. THE PIPING SYSTEM SHALL BE INSTALLED AND TESTED IN CONFORMITY WITH ALL CODES AND ORDINANCES. PIPING 2 ½" AND LARGER SHALL BE WELDED BLACK STEEL.

B. THE INSTALLATION OF THE SERVICE METER, COCKS AND REGULATORS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL GAS UTILITY. THIS CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE SERVICE METER AND REGULATOR AND PAY ALL COSTS FOR THE INSTALLATION, INSPECTION FEES, TEST, ETC.

C. ALL GAS PIPING INSIDE THE BUILDING SHALL BE RUN IN VENTILATED SPACES. PIPING THROUGH WALLS SHALL BE SLEEVED.

D. THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE GAS UTILITY TO INSPECT THE SYSTEM AND PROPERLY SET ALL GAS REGULATORS IN THE PIPING SYSTEM AND PAY ALL COSTS THEREWITH. FURNISH REPORT OF INSPECTION TO THE ARCHITECT.

E. PAINT ALL METAL GAS PIPING AS REQUIRED BY NORMAL PAINT STANDARDS FOR METAL PIPING. THE COLOR OF THE PAINT SHALL BE YELLOW.

2.15 GAS PIPING (BELOW GRADE)

A. GAS PIPING SHALL BE POLYETHYLENE PLASTIC PIPE AND FITTINGS WITH FUSION WELDED JOINTS. MATERIALS SHALL COMPLY WITH ASTM D2513.

2.16 PIPE SLEEVES

A. FABRICATE FROM STEEL PIPE HAVING INTERNAL DIAMETER NOT LESS THAN 1" LARGER THAN OUTSIDE DIAMETER OF PIPE. LENGTH OF SLEEVE SHALL EXTEND FULL DEPTH OF CONSTRUCTION PIERCED, AND IN THE CASE OF FLOOR SLABS, ADDITIONALLY EXTEND 2" ABOVE TOP OF SLAB.

B. SECURELY FASTEN SLEEVES TO STRUCTURE.

2.17 FIRE SEPARATION PENETRATIONS

A. ALL HOLES OR VOIDS CREATED TO EXTEND MECHANICAL SYSTEMS THROUGH FIRE RATED FLOORS AND WALLS SHALL BE SEALED BY THE MECHANICAL CONTRACTOR WITH AN INTUMESCENT MATERIAL CAPABLE OF EXPANDING UP TO 8 TO 10 TIMES WHEN EXPOSED TO TEMPERATURES BEGINNING AT 250 DEGREES F. IT SHALL HAVE I.C.B.O., B.O.C.A.I. AND S.B.C.C.I. (NRB 243) APPROVED RATINGS TO 3 HOURS PER ASTM E–814 (UL 1479). ACCEPTABLE MATERIAL: 3M FIRE BARRIER CAULK, PUTTY, STRIP AND SHEET FORMS.

PART 3–EXECUTION

3.1 INSTALLATION

A. PAY ANY FEES ASSOCIATED WITH CONNECTING THE NEW SANITARY SEWER TO THE EXISTING SEWER SYSTEM.

B. OUTDOOR WATER DISTRIBUTING SYSTEM INSTALLATION

1. CONNECTIONS TO EXISTING MAINS: THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE LOCAL UTILITY FOR THE MODIFICATIONS REQUIRED TO THE EXISTING WATER SERVICE, INSTALLATION OF THE SERVICE METER AND METER BOX, AND VALVES AND VALVE BOXES. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL UTILITY AND THE CONTRACTOR SHALL PAY ALL COSTS.

C. PIPING ABOVE GRADE SHALL BE SUPPORTED WITH PIPE HANGERS IN ACCORDANCE WITH STANDARD PLUMBING CODE RECOMMENDATIONS. MAKESHIFT HANGERS SUCH AS WIRE, WOOD, CHAIN, ETC. WILL NOT BE ALLOWED. ALL SEWER AND WATER PIPING SHALL BE CONCEALED UNLESS NOTED.

D. ALL FIXTURES SHALL BE EQUIPPED WITH STOPS.

E. PIPING UNDER PAVEMENT SHALL BE INSTALLED A MINIMUM OF 30" BELOW BOTTOM OF SLAB OR PAVEMENT. BACKFILL WITH 3/4" GRAVEL.

F. CLEANOUTS SHALL BE INSTALLED IN EASILY ACCESSIBLE LOCATIONS, AND AT EACH CHANGE IN DIRECTION OF THE BUILDING DRAIN GREATER THAN 45 DEGREES AND AS REQUIRED BY LOCAL CODES. DISTANCE BETWEEN CLEANOUTS IN HORIZONTAL SOIL LINES SHALL NOT EXCEED CODE REQUIREMENTS. CLEANOUTS SHALL BE OF THE SAME NOMINAL SIZE AS PIPING WITH WHICH THEY ARE INSTALLED, UP TO 4". PIPES LARGER THAN 4" MAY BE SERVED BY A 4" CLEANOUT. WHERE CLEANOUTS OCCUR IN FINISHED WALLS, PROVIDE STAINLESS STEEL COVERS BY JOSAM, ZURN, OR WADE.

3.2 EXCAVATION AND BACKFILL

A. TRENCHES FOR UNDERGROUND PIPING SHALL BE EXCAVATED TO REQUIRED DEPTHS. EXCAVATION BELOW THE REQUIRED GRADE OF PIPING SHALL BE REFILLED WITH SAND OR GRAVEL FIRMLY BELOW THE LOWER MOST PART OF THE PIPE AND REFILLED AS NECESSARY TO THE PIPE GRADE AS SPECIFIED. THE TRENCH SHALL BE SHEATHED, BRACED, PUMPED, OR BAILED AS REQUIRED TO FULLY PROTECT WORKMEN AND ADJACENT STRUCTURES; AND TO PERMIT PROPER EXECUTION OF THE WORK. AFTER PIPING HAS BEEN INSTALLED, TESTED, AND APPROVED, TRENCHES SHALL BE BACKFILLED TO GRADE WITH APPROVED MATERIAL, WELL–TAMPED (NOT PUDDLED) COMPACTLY IN PLACE IN LAYERS NOT OVER 6" THICK. ALL UNDERGROUND PIPING SHALL BE INSTALLED BELOW THE FROST LINE, NOT LESS THAN 2 FEET. TRENCHES UNDER PAVING, CONCRETE WALKWAYS, OR UNDER INSIDE CONCRETE FLOORS SHALL BE COMPLETELY BACKFILLED WITH SAND OR 1/2" TO 1 1/2" GRAVEL.

3.3 CHLORINATION

A. THE DOMESTIC WATER SYSTEM SHALL BE CHLORINATED AFTER TEST AND BEFORE IT IS PLACED IN DOMESTIC USE. FOLLOW LOCAL UTILITY AND CODE GUIDELINES. IF NOT AVAILABLE, INTRODUCE HTH SOLUTION, CHLORINE GAS, OR SIMILAR CHLORINATION AGENT IN SUFFICIENT QUANTITY TO PRODUCE A RESIDUAL OF 100 PPM, THROUGHOUT THE ENTIRE SYSTEM AND ALLOW TO STAND FOR 24 HOURS. AFTER A 24–HOUR PERIOD, FLUSH THE SYSTEM UNTIL ALL NOTICEABLE TRACES OF CHLORINE HAVE DISAPPEARED.

3.4 CLEAN–UP

A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS CREATED BY HIM AND ALL SCRAP MATERIALS ACCUMULATED BY HIM DURING THE PROCESS OF INSTALLATION. THE PREMISES SHALL BE LEFT CLEAN AND NEAT, AND ALL EQUIPMENT SHALL BE LEFT IN FIRST–CLASS CONDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT HIS OWN EQUIPMENT, AND TO KEEP IT CLEAN AND FREE FROM DAMAGE. PAINTING IS NOT A PART OF THIS SPECIFICATION, BUT THIS CONTRACTOR SHALL LEAVE ALL EQUIPMENT CLEAN AND FREE FROM GREASE AND IN A CONDITION READY TO BE PAINTED. THE CONTRACTOR SHALL EXERCISE REASONABLE CARE IN THE PROTECTION OF EQUIPMENT OF OTHER TRADES IN CONGESTED AREAS. CLEAN AND FLUSH ALL LINES OF FOREIGN MATTER BEFORE CONNECTING.

3.5 TEST

A. THE CONTRACTOR SHALL NOTIFY THE ADMINISTRATIVE AUTHORITY HAVING JURISDICTION OVER PLUMBING WORK BEFORE THE TESTS ARE TO BE MADE. CONCEALED WORK SHALL REMAIN UNCOVERED UNTIL REQUIRED TESTS HAVE BEEN COMPLETED, BUT IF NECESSARY, TESTS ON PORTIONS OF THE WORK MAY BE MADE AND THOSE PORTIONS OF THE WORK MAY BE CONCEALED AFTER BEING PROVED SATISFACTORY. REPAIRS OF DEFECTS THAT ARE DISCOVERED AS A RESULT OF INSPECTIONS OR TESTS SHALL BE MADE WITH NEW MATERIALS. CAULKING OF SCREWED JOINTS, CRACKS, OR HOLES WILL NOT BE ACCEPTED. TESTS SHALL BE REPEATED AFTER DEFECTS HAVE BEEN ELIMINATED.

1. THE DRAINAGE SYSTEM TESTS SHALL BE APPLIED TO ALL PARTS OF THE DRAINAGE SYSTEMS BEFORE THE PIPES ARE CONCEALED OR FIXTURES SET IN PLACE. THE TEST MAY BE APPLIED IN SECTIONS. ALL OPENINGS OF EACH SYSTEM TO BE TESTED SHALL BE TIGHTLY CLOSED EXCEPT THE HIGHEST OPENING ABOVE THE ROOF, AND THE ENTIRE SYSTEM SHALL BE FILLED WITH WATER UP TO THE OVERFLOW POINT OF THIS HIGHEST OPENING. ALL PARTS OF THE SYSTEM SHALL BE SUBJECT TO NOT LESS THAN 10' OF HYDROSTATIC HEAD EXCEPT THE UPPERMOST 20' OF THE PIPING DIRECTLY BELOW THE OPENING. THE WATER SHALL REMAIN IN THE SYSTEM FOR NOT LESS THAN 15 MINUTE'S AFTER WHICH TIME NO LEAKS AT ANY JOINT OR LOWERING OF THE WATER LEVEL AT THE OVERFLOW SHALL BE VISIBLE.
2. WATER SUPPLY SYSTEMS TESTS SHALL BE APPLIED TO ALL PARTS OF THE WATER SUPPLY SYSTEMS BEFORE THE PIPING IS CONCEALED OR BEFORE THE FIXTURES ARE CONNECTED. A HYDROSTATIC PRESSURE OF NOT LESS THAN 125 POUNDS PER SQUARE INCH SHALL BE APPLIED TO THE SYSTEM, AND THERE SHALL BE NO LEAKS AT ANY POINT IN THE SYSTEM AT THIS PRESSURE.

3.6 PROJECT CLOSEOUT

A. BEFORE REQUESTING FINAL INSPECTION, THE FOLLOWING ITEMS MUST BE COMPLETED IN ACCORDANCE WITH APPROPRIATE SECTIONS OF DIVISION 1:

1. COMPLETE ALL WORK REQUIRED UNDER THIS DIVISION OF THE SPECIFICATIONS EXCEPT AS MAY BE PERMITTED HEREINAFTER.
2. SUBMIT TEST REPORT RECORDS OF ALL SANITARY SEWER AND DOMESTIC WATER LINES.
3. SUBMIT LETTER OF CERTIFICATION FROM TESTING LABORATORY FOR DOMESTIC WATER SYSTEM STERILIZATION.
4. SUBMIT SPECIFIC WARRANTIES AND ANY MAINTENANCE AGREEMENTS.
5. DELIVER TOOLS, SPARE PARTS, EXTRA STOCK, AND SIMILAR ITEMS.

B. BEFORE REQUESTING FINAL PAYMENT, THE FOLLOWING ITEMS MUST BE COMPLETED:

1. SUBMIT OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS.
2. DEMONSTRATE TO OWNER'S REPRESENTATIVE THE PROPER OPERATION OF ALL EQUIPMENT AND SYSTEMS.
3. SUBMIT AS–BUILT DRAWINGS.

END OF SECTION

twa
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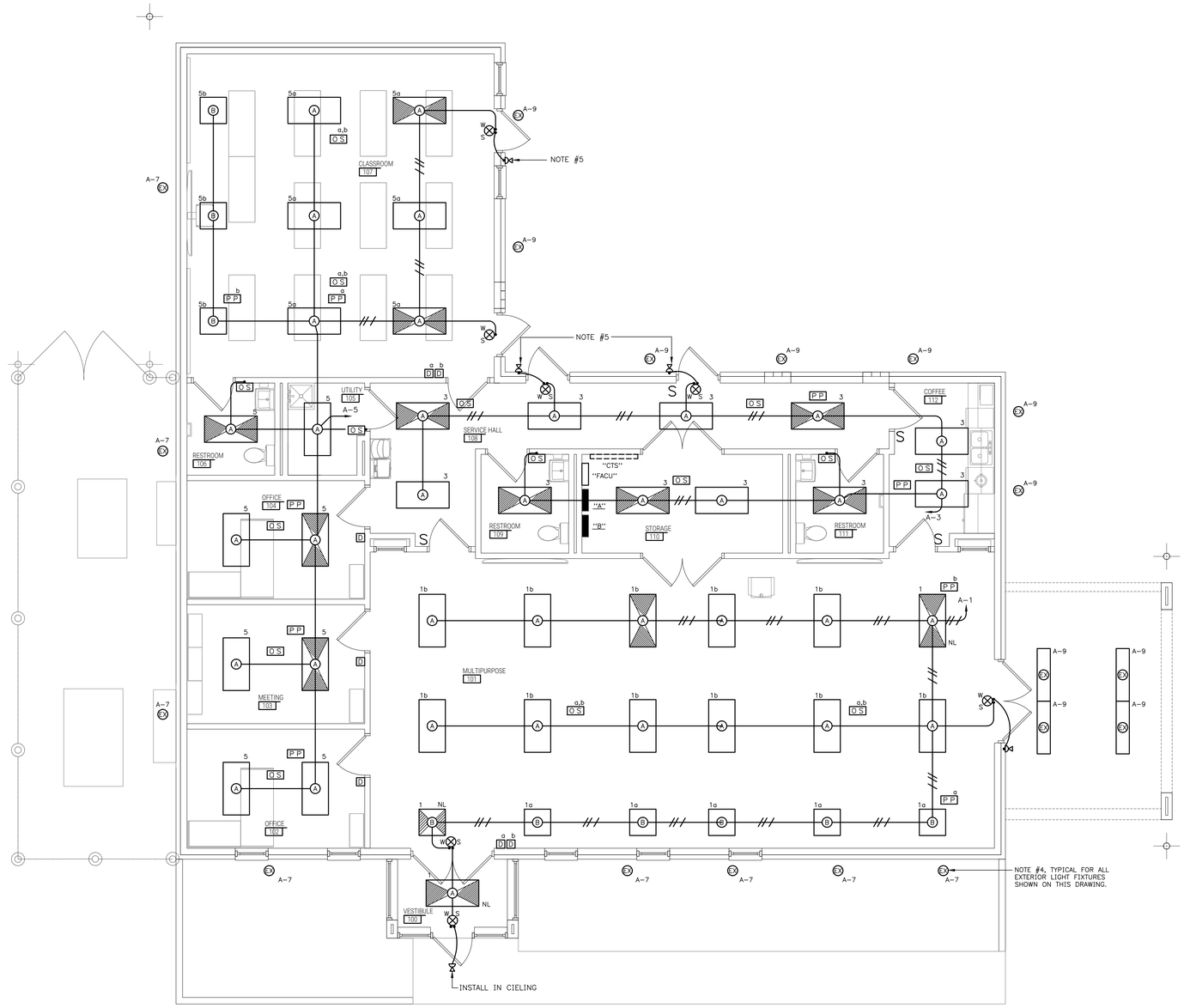
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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023

TITLE
SPECIFICATIONS - PLUMBING

SHEET
P201

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FLOOR PLAN – LIGHTING

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

0' 2' 4' 8'

CONDUCTOR SIZE TABLE

FOR 20 AMP BRANCH CIRCUITS, THE FOLLOWING ARE THE MAXIMUM ONE-WAY DISTANCES ALLOWED:

CONDUCTOR SIZE	120V	208V/1ø	208V/3ø	277V	480V/3ø
NO. 12	80'	140'	225'	180'	550'
NO. 10	125'	215'	425'	225'	–
NO. 8	195'	340'	665'	435'	–

TABLE IS BASED ON 3% VOLTAGE DROP ON 12.0 F.L.A., 0.85 POWER FACTOR. USE LARGER SIZES IF SPECIFICALLY NOTED ON PLANS.

VOLTAGE DROP CALCULATION NOTES:

1. REFER TO CONDUCTOR SIZE TABLE FOR WIRE SIZING REQUIREMENTS FOR 20 AMPERE BRANCH CIRCUITS.
2. FOR ALL OTHER FEEDER AND BRANCH CIRCUIT WIRING SHOWN ON DRAWINGS, WIRE SIZING HAS BEEN SPECIFIED TO MEET VOLTAGE DROP REQUIREMENTS AS SET FORTH IN NFPA 70 (NEC) AND IECC C405.9.

LIGHTING NOTES:

1. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATIONS OF ALL LIGHTING FIXTURES.
2. EXIT SIGNS, BUILT-IN BATTERY PACKS AND EXTERIOR EMERGENCY LIGHTS SHALL BE CONNECTED TO LOCAL UNSWITCHED LIGHTING CIRCUITS AS INDICATED ON DRAWINGS.
3. "NL" BY LIGHTING FIXTURE INDICATES FIXTURE TO BE UNSWITCHED "NIGHT LIGHT".
4. WIRING ROUTING TO EXTERIOR LIGHTING FIXTURE NOT SHOWN FOR DRAWING CLARITY. PROVIDE 20 AMPERE BRANCH CIRCUIT INDICATED TO THIS FIXTURE, SIMILAR TO OTHER LIGHTING CIRCUITS SHOWN ON PLANS.
5. REMOVE EXISTING EXTERIOR WALL SCONCE, REPLACE WITH WALL MOUNTED EXTERIOR LED COMBINATION GENERAL AND EMERGENCY LIGHTING UNIT. SEE LEGEND ON DRAWING E200 FOR ADDITIONAL INFORMATION.

E101 Elizabethton High School Alternative School – Floor Plan – Lighting.dwg
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HAROLD E. DAMRON — REGISTERED PROFESSIONAL ENGINEER — AGRICULTURE — CIVIL — MECHANICAL — 022989 — STATE OF TENNESSEE — 5-15-23

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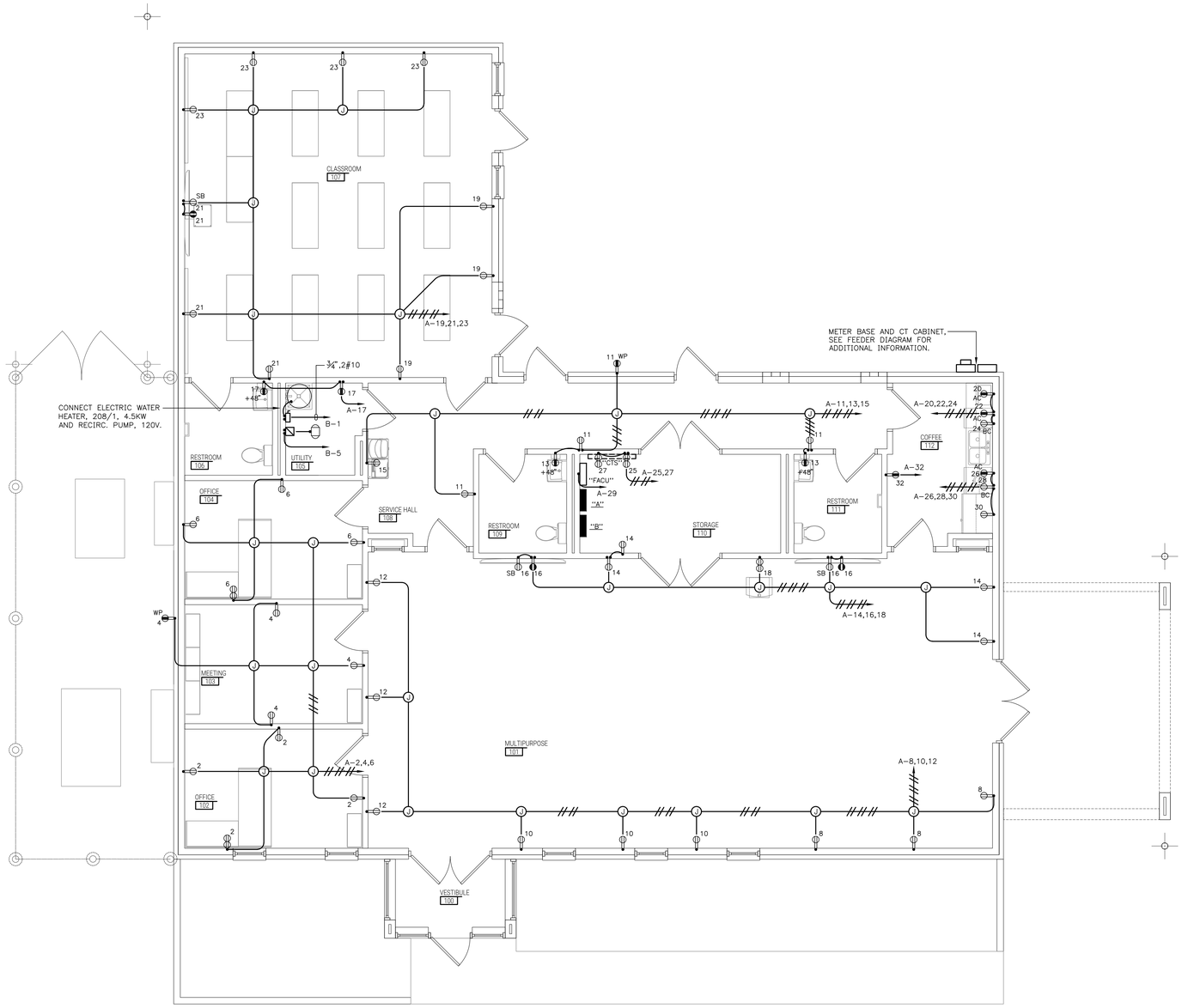
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TITLE

FLOOR PLAN - LIGHTING

SHEET

E101

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FLOOR PLAN – POWER

SCALE: ¼" = 1'-0"

0' 2' 4' 8'

CONDUCTOR SIZE TABLE

FOR 20 AMP BRANCH CIRCUITS, THE FOLLOWING ARE THE MAXIMUM ONE-WAY DISTANCES ALLOWED:

CONDUCTOR SIZE	120V	208V/1ø	208V/3ø	277V	480V/3ø
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VOLTAGE DROP CALCULATION NOTES:

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2. FOR ALL OTHER FEEDER AND BRANCH CIRCUIT WIRING SHOWN ON DRAWINGS, WIRE SIZING HAS BEEN SPECIFIED TO MEET VOLTAGE DROP REQUIREMENTS AS SET FORTH IN NFPA 70 (NEC) AND IECC C405.9.

POWER NOTES:

1. RECESSED OUTLET BOXES ON OPPOSITE SIDES OF FIRE RATED PARTITIONS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF AT LEAST 24 INCHES.
2. "AC" BY DEVICE INDICATES DEVICE TO BE MOUNTED ABOVE COUNTER SUCH THAT BOTTOM OF BOX IS 2" ABOVE COUNTER OR COUNTER BACKSPLASH, AS APPLICABLE. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS FOR COUNTER DETAILS.
3. "BC" BY DEVICE INDICATES DEVICE TO BE MOUNTED BELOW COUNTER AT STANDARD HEIGHT (+18" AFF). COORDINATE EXACT ROUGH-IN LOCATION WITH G.C. SUCH THAT OUTLET BOX IS LOCATED IN "KNEE SPACE", CLEAR OF ALL DRAWERS, CABINETS, COUNTER SUPPORTS, ETC.
4. "SB" INDICATES OUTLET TO BE PROVIDED AT +18" FOR OWNER FURNISHED SMART BOARD.

E102 Elizabethton High School Alternative School - Floor Plan - Power.dwg
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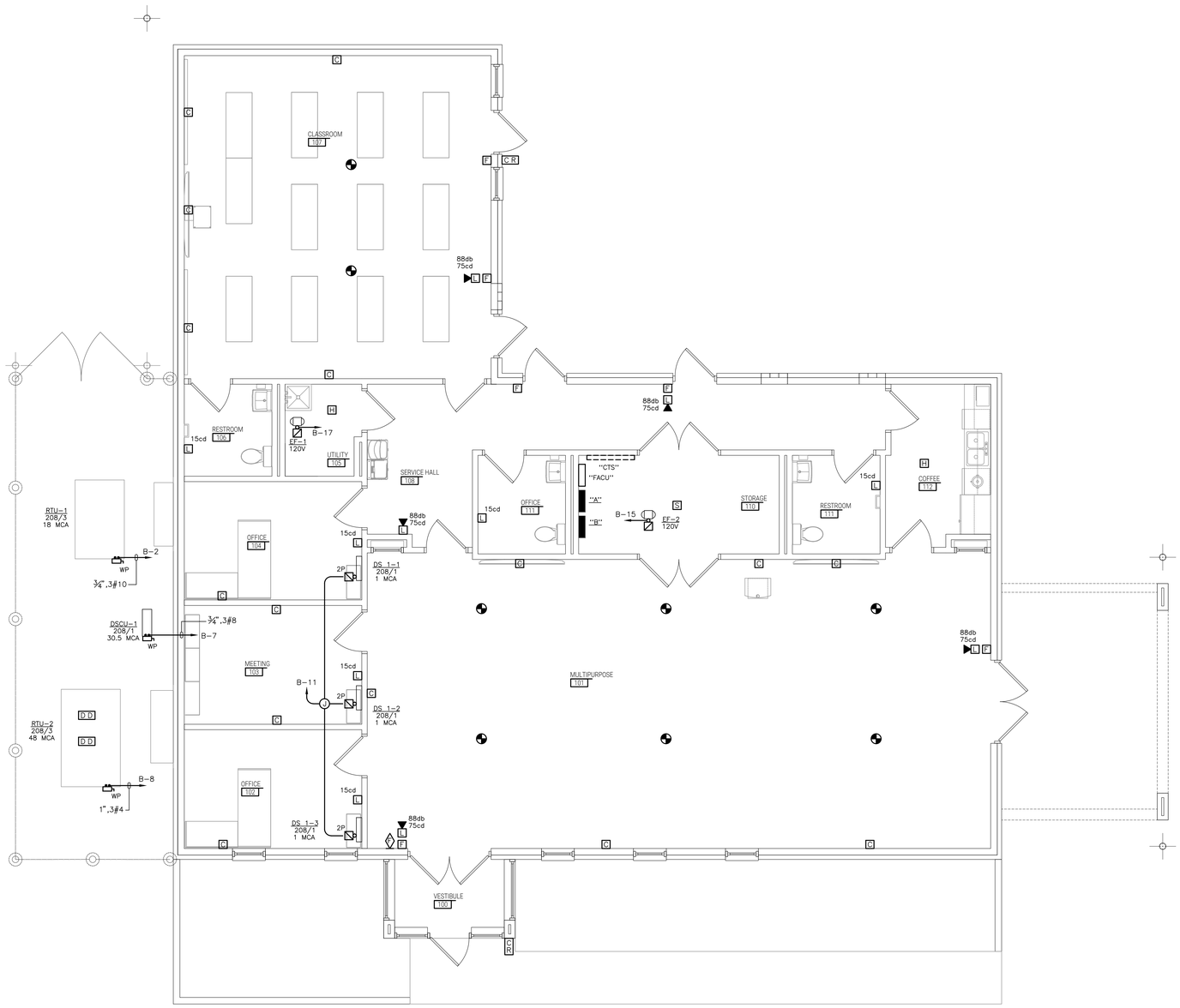
TITLE

FLOOR PLAN - POWER

SHEET

E102

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FLOOR PLAN – COMMUNICATIONS AND HVAC WIRING

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

0' 2' 4' 8'

CONDUCTOR SIZE TABLE

FOR 20 AMP BRANCH CIRCUITS, THE FOLLOWING ARE THE MAXIMUM ONE-WAY DISTANCES ALLOWED:

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VOLTAGE DROP CALCULATION NOTES:

1. REFER TO CONDUCTOR SIZE TABLE FOR WIRE SIZING REQUIREMENTS FOR 20 AMPERE BRANCH CIRCUITS.
2. FOR ALL OTHER FEEDER AND BRANCH CIRCUIT WIRING SHOWN ON DRAWINGS, WIRE SIZING HAS BEEN SPECIFIED TO MEET VOLTAGE DROP REQUIREMENTS AS SET FORTH IN NFPA 70 (NEC) AND IECC C405.9.

COMMUNICATIONS/HVAC WIRING NOTES:

1. RECESSED OUTLET BOXES ON OPPOSITE SIDES OF FIRE RATED PARTITIONS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF AT LEAST 24 INCHES.
2. PRIOR TO BEGINNING CONDUIT INSTALLATION FOR HVAC/PLUMBING EQUIPMENT ELECTRICAL CONTRACTOR SHALL CONFIRM WITH MECHANICAL/PLUMBING CONTRACTOR THE VOLTAGES FOR ALL HVAC/PLUMBING EQUIPMENT REQUIRING ELECTRICAL SERVICE. ELECTRICAL CONTRACTOR SHALL CALL ANY DISCREPANCIES BETWEEN ELECTRICAL DRAWINGS AND VOLTAGE INFORMATION PROVIDED BY MECHANICAL/PLUMBING CONTRACTOR TO THE ATTENTION OF ENGINEER PRIOR TO PROCEEDING WITH WORK.
3. CONFIRM EXACT ROUGH-IN LOCATIONS FOR ALL HVAC/PLUMBING EQUIPMENT WITH MECHANICAL/PLUMBING CONTRACTOR PRIOR TO INSTALLATION OF CONDUIT.
4. "AC" BY DEVICE INDICATES DEVICE TO BE MOUNTED ABOVE COUNTER SUCH THAT BOTTOM OF BOX IS 2" ABOVE COUNTER OR COUNTER BACKSPLASH, AS APPLICABLE. REFER TO ARCHITECTURAL INTERIOR ELEVATIONS FOR COUNTER DETAILS.
5. "BC" BY DEVICE INDICATES DEVICE TO BE MOUNTED BELOW COUNTER AT STANDARD HEIGHT (+18" AFF). COORDINATE EXACT ROUGH-IN LOCATION WITH G.C. SUCH THAT OUTLET BOX IS LOCATED IN "KNEE SPACE", CLEAR OF ALL DRAWERS, CABINETS, COUNTER SUPPORTS, ETC.

E103 Elizabethton High School Alternative School - Floor Plan - Communications.dwg
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PROJECT NO 022-020
ISSUE DATE MAY 15, 2023
TITLE FLOOR PLAN - COMMUNICATIONS AND HVAC WIRING
SHEET E103

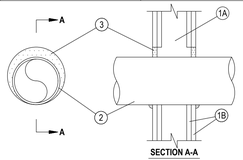
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System No. W-L-1054

WL 1054

Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Ratings — 1 and 2 Hr (See Items 1 and 3)	F Ratings — 1 and 2 Hr (See Items 1 and 3)
T Rating — 0 Hr	FT Rating — 0 Hr
L Rating at Ambient — Less Than 1 CFM/sq ft	FH Ratings — 1 and 2 Hr (See Items 1 and 3)
L Rating at 400 F — Less Than 1 CFM/sq ft	FTH Rating — 0 Hr
	L Rating at Ambient — Less Than 1 CFM/sq ft
	L Rating at 400 F — Less Than 1 CFM/sq ft



SECTION A-A

1. Wall Assembly — The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 2-1/2 in. (64 mm) wide and spaced max 24 in. (610 mm) OC. When steel studs are used and the diam of opening exceeds the width of stud cavity, the opening shall be framed on all sides using lengths of steel stud installed between the vertical studs and screw-attached to the steel studs at each end. The framed opening in the wall shall be 4 to 6 in. (102 to 152 mm) wider and 4 to 6 in. (102 to 152 mm) higher than the diam of the penetrating item such that, when the penetrating item is installed in the opening, a 2 to 3 in. (51 to 76 mm) clearance is present between the penetrating item and the framing on all four sides.
   B. Gypsum Board* — 5/8 in. (16 mm) thick, 4 ft (122 cm) wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 32-1/4 in. (819 mm) for steel stud walls. Max diam of opening is 14-1/2 in. (368 mm) for wood stud walls.

   The F and FH Ratings of the firestop system are equal to the fire rating of the wall assembly.
2. Through-Penetrants — One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The annular space shall be min 0 in. to max 2-1/4 in. (57 mm). Pipe may be installed with continuous point contact. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
   A. Steel Pipe — Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   B. Iron Pipe — Nom 30 in. (762 mm) diam (or smaller) cast or ductile iron pipe.
   C. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing or 6 in. (152 mm) . diam steel conduit.
   D. Copper Tubing — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
   E. Copper Pipe — Nom 6 in. (152 mm) diam (or smaller) regular (or heavier) copper pipe.
3. Fill, Void or Cavity Material* — Sealant — Min 5/8 in. (16 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point or continuous contact locations between pipe and wall, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the pipe wall interface on both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

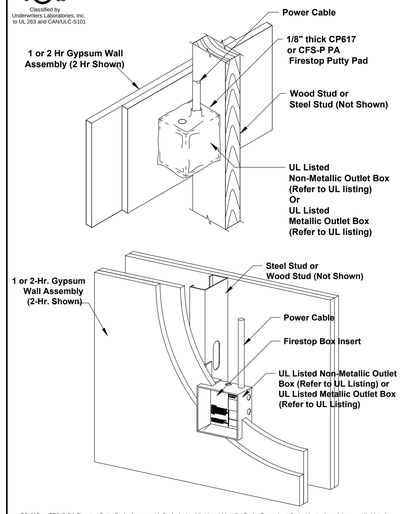
* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. October 14, 2015

Wall Opening Protective Materials (CLIV, CLIV7)

Classified by Underwriters Laboratories, Inc. to UL 263 and CAN/ULC-S101



CP 617 or CFS-P PA Firestop Putty Pads, for use with flush device UL Listed Metallic Outlet Boxes installed with steel mud rings or UL Listed Nonmetallic Outlet Boxes in framed wall assemblies as specified below. When protective material is used on outlet boxes on both sides of the wall as directed, the horizontal separation between outlet boxes on opposite sides of the wall may be less than 24 in. provided that the boxes are not installed back-to-back (unless otherwise indicated). Installation shall comply with the National Electrical Code (NFPA 70). Min 1/8 in. thick (CP 617) or min 0.2 in. (CFS-P PA) thick moldable putty pads are to be installed to completely cover the exterior surfaces of the outlet box (except for the side of the outlet box against the stud) and conduit fittings/connectors and to completely seal against the stud and gypsum board in the wall cavity unless otherwise noted below. When CFS-P PA is used, the putty pads may be installed with the release liner intact on the outside of the pad with the exception of any overlaps, in which case the liner is to be removed from the bottom layer at the overlap location.

HILTI Firestop Box Insert, for use with flush device UL Listed Metallic Outlet Boxes installed with steel mud rings or UL Listed Nonmetallic Outlet Boxes in framed wall assemblies as specified below. When protective material is used on outlet boxes on both sides of the wall as directed, the horizontal separation between outlet boxes on opposite sides of the wall may be less than 24 in. provided that the boxes are not installed back-to-back (unless otherwise indicated). Installation shall comply with the National Electrical Code (NFPA 70).

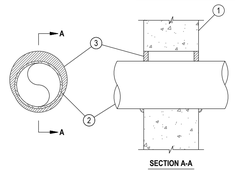
Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. December 07, 2016

System No. W-J-1067

Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating — 1 and 2 Hr (See Items 1 and 3)	F Rating — 1 and 2 Hr (See Items 1 and 3)
T Rating — 0 Hr	FT Rating — 0 Hr
L Rating At Ambient — Less Than 1 CFM/sq ft	FH Rating — 1 and 2 Hr (See Items 1 and 3)
L Rating At 400 F — Less Than 1 CFM/sq ft	FTH Rating — 0 Hr
	L Rating At Ambient — Less Than 1 CFM/sq ft
	L Rating At 400 F — Less Than 1 CFM/sq ft



SECTION A-A

1. Wall Assembly — Min 3-3/4 in. and 5 in. thick reinforced lightweight or normal weight (100-150 pcf) concrete for 1 and 2 h rated assemblies, respectively. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 32-1/4 in.
   See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
2. Through—Penetrants — One metallic pipe, conduit or tubing to be centered within the firestop system. The annular space shall be min 0 in. to max 2-1/4 in. Pipe may be installed with continuous point contact. Pipe, conduit or tube may be installed at an an angle not greater than 45 degrees from perpendicular. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
   A. Steel Pipe — Nom 30 in. diam (or smaller) Schedule 10 (or heavier) steel pipe.
   B. Iron Pipe — Nom 30 in. diam (or smaller) cast or ductile iron pipe.
   C. Conduit — Nom 4 in. diam (or smaller) steel electrical metallic tubing or 6 in. diam (or smaller) steel conduit.
   D. Copper Tubing — Nom 6 in. diam (or smaller) Type L (or heavier) copper tubing.
   E. Copper Pipe — Nom 6 in. diam (or smaller) Regular (or heavier) copper pipe.
3. Fill, Void or Cavity Material* — Min 5/8 in. thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point or continuous contact locations between pipe and wall, a min 1/2 in. diam bead of fill material shall be applied at the pipe-wall interface on both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant

*Bearing the UL Classification Mark

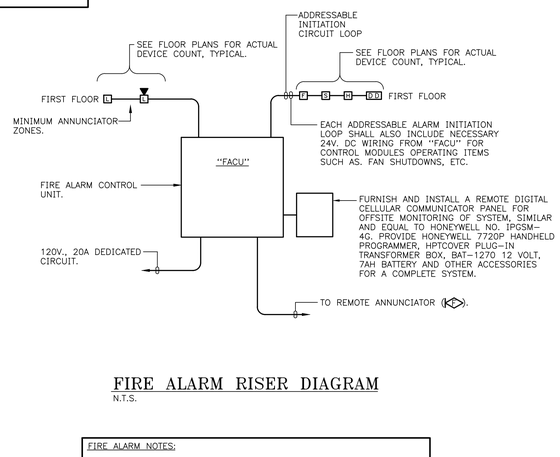
Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. November 26, 2012

LIGHTING FIXTURE SCHEDULE

DESIGNATION	WATTS	ILLUMINATION: DELIVERED LUMENS	ILLUMINATION: COLOR TEMPERATURE (°K)	ILLUMINATION: MINIMUM CRI	MOUNTING: CEILING: PENDANT STEM LENGTH	MOUNTING: CEILING: SURFACE	MOUNTING: CEILING: RECESSED	MOUNTING: WALL: HEIGHT ABOVE FINISHED FLOOR OR GRADE	DESCRIPTION: SHIELDING, TYPE, MATERIALS, FINISH, MOUNTING	MANUFACTURER'S PRODUCT ITEM: COMPANY	MANUFACTURER'S PRODUCT ITEM: CATALOG NO.	✱ EQUAL PRODUCT PERMITTED: YES	✱ EQUAL PRODUCT PERMITTED: NO	REMARKS
A	37	4677	3500	80			•		2'x4' FLAT PANEL, FIELD SELECTABLE LUMEN OUTPUT (4677, 5009, OR 4834), AND COLOR TEMPERATURE (3500, 4000, OR 5000) 0-10 DIMMING DRIVER	LITHONIA	CPX-2X4-AL08-SWW7-M2-MVOLT	•		
		5009	4000											
		4834	5000											
B	54	3356	3500	80			•		2'x4' FLAT PANEL, FIELD SELECTABLE LUMEN OUTPUT (3356, 3649, OR 3427), AND COLOR TEMPERATURE (3500, 4000, OR 5000) 0-10 DIMMING DRIVER	LITHONIA	CPX-2X2-AL07-SWW7-M4-MVOLT	•		
		3649	4000											
		3427	5000											
EX									EXISTING LIGHTING FIXTURE TO REMAIN. RECONNECT TO NEW LIGHTING CIRCUIT AS INDICATED ON DRAWINGS.					

✱ UNLESS NOTED, EQUAL PRODUCT TO THAT SPECIFIED WILL BE ACCEPTED. THE DESIGN PROFESSIONAL SHALL HAVE SOLE JUDGEMENT CONCERNING EQUIVALENCY OF SUBSTITUTION.

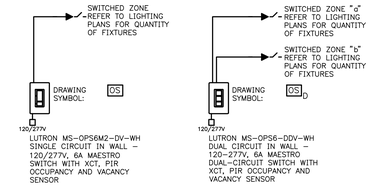


FIRE ALARM RISER DIAGRAM

N.T.S.

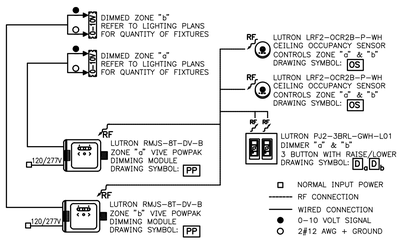
FIRE ALARM NOTES:

1. THE FIRE ALARM CONTRACTOR MUST BE CERTIFIED IN ACCORDANCE WITH THE TENNESSEE ALARM CONTRACTORS LICENSING ACT OF 1991, TCA TITLE 62, CHAPTER 32. CALL 615-741-9771 FOR ADDITIONAL INFORMATION.
2. CONTRACTOR SHALL SUBMIT BATTERY CALCULATIONS FOR NEW FIRE ALARM SYSTEM IN ACCORDANCE WITH REQUIREMENTS OF NFPA 72. BATTERY CALCULATIONS SHALL BE INCLUDED AS PART OF SUBMITTALS FOR FIRE ALARM SYSTEM.
3. ALL REQUIRED DOCUMENTATION REGARDING THE DESIGN OF FIRE DETECTION, ALARM, AND COMMUNICATIONS SYSTEMS AND THE PROCEDURES FOR MAINTENANCE, INSPECTION, AND TESTING OF FIRE DETECTION, ALARM, AND COMMUNICATIONS SYSTEMS SHALL BE MAINTAINED AT AN APPROVED, SECURED LOCATION FOR THE LIFE OF THE SYSTEM (NFPA 101 9.6.1.9 AND IFC 901.6.2.1).
4. THE FIRE ALARM CONTROL UNIT CIRCUIT DISCONNECTING MEANS SHALL HAVE A RED MARKING, SHALL BE ACCESSIBLE ONLY TO AUTHORIZED PERSONNEL, AND SHALL BE IDENTIFIED AS "FIRE ALARM CIRCUIT." THE LOCATION OF THE CIRCUIT DISCONNECTING MEANS SHALL BE PERMANENTLY IDENTIFIED AT THE FIRE ALARM CONTROL UNIT
5. TWO OR MORE VISIBLE NOTIFICATION APPLIANCES IN THE SAME ROOM OR ADJACENT SPACE WITHIN THE FIELD OF VIEW MUST FLASH IN SYNCHRONIZATION. (NFPA 72 7.5.4.1.1 AND 7.5.4.1.2(3))
6. PROVIDE VOICE EVACUATION FIRE ALARM SYSTEM IN ACCORDANCE WITH PROJECT MANUAL REQUIREMENTS. VOICE EVACUATION SHALL BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF NFPA 72(3.3.208), NFPA 101(12.3.4, 9.6.2, 9.6.3.), AND IBC (907.2.1.1 AND 907.5.2.2). VOICE ANNOUNCEMENTS SHALL BE PRE-RECORDED AND SHALL BE AUDIBLE ABOVE AMBIENT NOISE LEVEL IN ACCORDANCE WITH CODE REQUIREMENTS. STANDBY BATTERIES IN FACP SHALL BE SIZED TO SERVE REQUIRED VOICE ANNOUNCEMENTS.
7. DIGITAL ALARM COMMUNICATION SYSTEMS WHERE APPLICABLE SHALL BE INSTALLED AS PER THE FOLLOWING:
   A. DIGITAL ALARM COMMUNICATOR TRANSMITTER (DACT) SHALL BE CONNECTED TO THE UL S789 LISTED EXTERNAL REMOTE SINGLE OR DUAL PATH COMMERCIAL FIRE COMMUNICATOR IN ACCORDANCE WITH NFPA 70 AND NFPA 72 REQUIREMENTS. COMMUNICATOR SHALL BE PROGRAMMED TO OPERATE OVER COMMON CELLULAR NETWORKS INCLUDING 2G, 3G, AND 4G.
      1. SYSTEM SHALL BE CONFIGURED TO PROVIDE SELECTABLE REPORTING PATHS PER NFPA 72, CHAPTER 26. SYSTEM SUPERVISION INTERVALS SHALL BE PROVIDED TO MEET NFPA 72 CHAPTER 26 REQUIREMENTS FOR SYSTEM SUPERVISION.
      2. SYSTEM SHALL CONTAIN A DIALER CAPTURE MODULE WHICH AUTOMATICALLY DETECTS A FIRE ALARM SYSTEM EVENT AT THE FACP AND PROVIDES A DIAL TONE TO ALLOW FACP MESSAGE TRANSMISSION TO THE CENTRAL STATION VIA THE GLOBAL SYSTEM FOR MOBILE (GSM) DIGITAL CELLULAR NETWORK IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA.



TYPICAL IN WALL SENSOR LIGHTING CONTROL DETAIL

NO SCALE

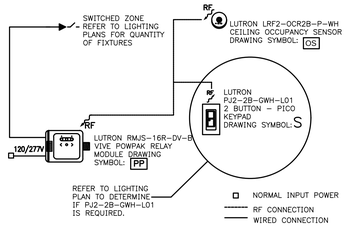


TYPICAL 0-10 VOLT DIMMING LIGHTING CONTROL DETAIL

NO SCALE

NOTE:

1. DETAIL ABOVE DEPICTS "WIRELESS" ARRANGEMENT FOR SENSORS AND SWITCHES. ALTERNATE SYSTEMS UTILIZING LOW VOLTAGE WIRING FROM POWER PACKS TO CEILING SENSORS AND SWITCHES SHALL BE ACCEPTABLE FOR USE PROVIDED THAT FUNCTIONALITY OF SPACE MATCHES WORK INDICATED ON THIS DETAIL AND SHOWN ON DRAWINGS.



TYPICAL CEILING MOUNTED SENSOR LIGHTING CONTROL DETAIL

NO SCALE

NOTE:

1. DETAIL ABOVE DEPICTS "WIRELESS" ARRANGEMENT FOR SENSORS AND SWITCHES. ALTERNATE SYSTEMS UTILIZING LOW VOLTAGE WIRING FROM POWER PACKS TO CEILING SENSORS AND SWITCHES SHALL BE ACCEPTABLE FOR USE PROVIDED THAT FUNCTIONALITY OF SPACE MATCHES WORK INDICATED ON THIS DETAIL AND SHOWN ON DRAWINGS.

L E G E N D

SYMBOL	DESCRIPTION
b A 3	LED LIGHTING FIXTURE; "A" REFERS TO DESIGNATION IN THE LIGHTING FIXTURE SCHEDULE; "b" REFERS TO SWITCH CONTROL AND "3" REFERS TO CIRCUIT NUMBER. ASTERISK (✱) INDICATES LUMINAIRE TO BE EQUIPPED WITH BATTERY PACK FOR EGRESS LIGHTING.
a (a) 2	LED LIGHTING FIXTURE; "B" REFERS TO DESIGNATION IN THE LIGHTING FIXTURE SCHEDULE; "a" REFERS TO SWITCH CONTROL; AND "2" REFERS TO CIRCUIT NUMBER.
	LED LIGHTING FIXTURE WITH BUILT-IN EMERGENCY BATTERY PACK TO PROVIDE LIGHTING UPON LOSS OF NORMAL POWER. PROVIDE SEPARATE UNSWITCHED ENERGIZED CONDUCTOR TO BATTERY PACK IN ORDER TO ALLOW NORMAL SWITCHING OF LIGHTING FIXTURES WITHOUT DISCHARGING BATTERY PACK.
P WP S 3 4	WALL SWITCH; SINGLE POLE UNLESS NOTED 3- OR 4-WAY; "P" INDICATES EQUIPPED WITH PILOT LIGHT TO INDICATE WHEN SWITCH IS ON; W.P. INDICATES WEATHERPROOF, "K" INDICATES KEY OPERATED SWITCH; +48"/- ABOVE FLOOR EXCEPT IN MASONRY WALLS WHERE HEIGHT SHALL BE ADJUSTED TO HAVE BOX EDGE OCCUR AT A MASONRY JOINT. PROVIDE NEUTRAL CONDUCTOR IN ADDITION TO LINE AND SWITCHED CONDUCTORS.
D	WALL MOUNTED DIMMER TO CONTROL LIGHTING FIXTURES INDICATED, SAME MOUNTING HEIGHT AS REGULAR WALL SWITCH. PROVIDE NEUTRAL CONDUCTOR IN ADDITION TO LINE AND SWITCHED CONDUCTORS.
W S C P D	EXIT SIGN, "W" INDICATES WALL MOUNTING, "C" INDICATES CEILING MOUNTING, "S" INDICATES SINGLE FACE, "D" INDICATES DOUBLE FACE, "P" INDICATES PENDANT MOUNTED. PROVIDE DIRECTIONAL ARROWS ON EXIT SIGNS AS INDICATED ON PLANS. "WG" BY DEVICE INDICATES WIRE GUARD TO BE PROVIDED. UNIT EQUIPPED WITH BATTERY BACK-UP. CONNECT TO UNSWITCHED, "HOT", LIGHTING CIRCUIT.
	DUPLEX PLUG RECEPTACLE; 120-VOLTS; 20-AMPERES; MOUNT 3" ABOVE BACKSPLASH AT WORK COUNTERS AND LAVATORIES AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT. TAMPER RESISTANT, UNLESS NOT REQUIRED BY CODE.
	QUADRAPLEX PLUG RECEPTACLE, 120-VOLTS, 20-AMPERES. MOUNT 3" ABOVE BACKSPLASH AT WORK COUNTERS/LAVATORIES AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT. TAMPER RESISTANT, UNLESS NOT REQUIRED BY CODE.
	DUPLEX PLUG RECEPTACLE, 120-VOLTS, 20-AMPERES, SHADED CENTER INDICATES EQUIPPED WITH BUILT-IN GROUND FAULT CIRCUIT INTERRUPTER, MOUNT 3" ABOVE BACKSPLASH AT WORK COUNTERS/LAVATORIES AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT. PROVIDE WEATHER RESISTANT DEVICE AND WEATHERPROOF "EXTRA DUTY WHILE IN USE" COVER WHERE LOCATED OUTDOORS. TAMPER RESISTANT, UNLESS NOT REQUIRED BY CODE.
	DUPLEX PLUG RECEPTACLE, 120-VOLTS, 20-AMPERES, SHADED SIDES INDICATES OUTLET TO BE FOR WALL MOUNTED TELEVISION. VERIFY EXACT MOUNTING HEIGHT PRIOR TO ROUGH-IN, LOCATE ADJACENT TO TELEVISION OUTLET.
	PANELBOARD, RECESSED OR SURFACE MOUNTED AS INDICATED ON DRAWINGS, TOP 6-FEET ABOVE FINISHED FLOOR ADJUSTED TO OCCUR AT A MASONRY JOINT, SEE PANELBOARD SCHEDULE FOR EQUIPMENT CONTAINED.
A-1,3,5	CONDUIT AND CONDUCTORS EXTENDED TO PANELBOARD A, CIRCUITS 1, 3, AND 5. CROSS LINES INDICATE #12 AWG PHASE AND NEUTRAL CONDUCTORS WHERE MORE THAN TWO. SINGLE CIRCUIT BRANCH CIRCUIT WIRING RUNS SHOWN WITHOUT CROSS LINES SHALL BE PROVIDED WITH 2#12, 1#12G. EACH 20 AMPERE BRANCH CIRCUIT SHALL BE PROVIDED WITH SEPARATE NEUTRAL CONDUCTOR. SHARING OF NEUTRAL CONDUCTORS SHALL NOT BE PERMITTED. PROVIDE EQUIPMENT GROUNDING CONDUCTOR IN EACH CONDUIT RUN.
	CONDUIT IN THE FLOOR CONSTRUCTION OR UNDERGROUND SHOWN TURNING UP.
	CONDUIT IN THE WALL OR CEILING CONSTRUCTION SHOWN TURNING DOWN.
J	JUNCTION BOX, SIZE AND USE AS REQUIRED; COVERPLATE SHALL OVERLAP THE BOX EDGE BY 1/2" WHERE RECESSED IN WALL WITH CONCEALED WIRING.
	ELECTRIC MOTOR REQUIRING CONNECTION, SIZE, USE, AND LOCATION AS INDICATED ON PLANS, VERIFY LOCATION AND CONNECTIONS REQUIRED WITH MECHANICAL TRADE PRIOR TO ROUGH-IN; USE FLEXIBLE CONDUIT WITHIN 18" OF EQUIPMENT.
	MANUAL MOTOR STARTER TO CONTROL MOTOR INDICATED, SAME MOUNTING HEIGHT AS WALL SWITCH WHERE STARTER IS WALL MOUNTED. "2P" BY STARTER INDICATES TWO POLE STARTER TO BE PROVIDED FOR 208-VOLT, SINGLE-PHASE EQUIPMENT.
HP	FUSED DISCONNECT SWITCH, HEAVY DUTY "HP" RATED, PROVIDE NEMA 3R ENCLOSURE OUTDOORS.
L	WALL MOUNTED FIRE ALARM VISUAL STROBE UNIT, CANDELA RATING AS NOTED ON DRAWINGS. PROVIDE BACKBOX FOR STROBE SUCH THAT BOTTOM OF STROBE LENS IS 81" ABOVE FINISHED FLOOR, COORDINATE BACKBOX TYPE AND EXACT MOUNTING HEIGHT WITH FIRE ALARM EQUIPMENT SUPPLIER. "WG" BY STROBE INDICATES CONTRACTOR TO PROVIDE WIRE GUARD.
S	CEILING MOUNTED FIRE ALARM AUTOMATIC SMOKE DETECTOR, LOCATE MINIMUM 3'-0" AWAY FROM HVAC SUPPLY AND RETURN DIFFUSERS.
H	CEILING MOUNTED FIRE ALARM HEAT DETECTOR.
W C	DATA/VOICE OUTLET, PROVIDE 4 11/16" SQUARE BOX WITH SINGLE-GANG DEVICE RING AND BLANK COVERPLATE. EXTEND EMPTY 1" CONDUIT FROM OUTLET BOX TO POINT ABOVE ACCESSIBLE LAY-IN CEILING AND TERMINATE WITH BUSHING. LOCATE OUTLET BOX 3" ABOVE BACKSPLASH AT WORK COUNTERS AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT ON DRAWINGS. "W" BY DEVICE INDICATES DEVICE TO BE DEDICATED FOR WIRELESS ACCESS POINT USE.
L	WALL MOUNTED FIRE ALARM COMBINATION SPEAKER/STROBE UNIT, CANDELA AND DBA RATING AS NOTED ON DRAWINGS. PROVIDE BACKBOX SUCH THAT BOTTOM OF STROBE LENS IS 81" ABOVE FINISHED FLOOR, COORDINATE BACKBOX TYPE AND EXACT MOUNTING HEIGHT WITH FIRE ALARM EQUIPMENT SUPPLIER. "WG" BY SPEAKER/STROBE INDICATES CONTRACTOR TO PROVIDE WIRE GUARD.
FACU	WALL MOUNTED FIRE ALARM REMOTE ANNUNCIATOR PANEL, TOP 54" AFF.
	WALL MOUNTED FIRE ALARM CENTRAL CONTROL UNIT, TOP 6'-0" AFF.
	WALL FULL CUTOFF "DARK SKY" COMPLIANT TYPE, MOUNTED EXTERIOR LED COMBINATION GENERAL/EMERGENCY LIGHTING UNIT, WITH BUILT-IN NICKEL CADMIUM BATTERY FOR EMERGENCY OPERATION, WET LOCATION LISTED WITH BUILT-IN PHOTOCELL FOR NORMAL "DUSK TO DAWN" OPERATION AND INTERNAL BATTERY HEATER. VERIFY FINISH AND EXACT MOUNTING HEIGHT WITH ARCHITECT. UNIT SHALL BE SIMILAR AND EQUAL TO MULE LIGHTING MAKO-LED-ACEM-DB-IH. UNIT SHALL HAVE TWO LED LAMPS FOR REDUNDANCY, TOTAL 11 WATTS.
OS	OCCUPANCY/VACANCY SENSOR FOR LIGHTING CONTROL, CEILING OR WALL MOUNTED AS INDICATED ON PLANS. MOUNT WALL-MOUNTED SENSOR AT SAME HEIGHT AS WALL SWITCH (+48" ABOVE FINISHED FLOOR). "D" BY SENSOR ON PLANS INDICATES DUAL RELAY TYPE SENSOR ALLOWING INDEPENDENT CONTROL OF TWO SEPARATE LIGHTING LOADS. PROVIDE NEUTRAL CONDUCTOR IN ADDITION TO LINE AND SWITCHED CONDUCTORS.
PP	POWER PACK ROOM CONTROLLER FOR CEILING MOUNTED OCCUPANCY SENSOR SYSTEM, SEE PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
CR	WALL MOUNTED ACCESS CONTROL SYSTEM CARD READER, +48"AFF. PROVIDE CONDUIT AND BOX ROUGH-IN AS REQUIRED, COORDINATE WITH G.C., DOOR HARDWARE INSTALLER, AND OWNER'S ACCESS CONTROL SYSTEM VENDOR.

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RENOVATIONS TO:

EHS ALTERNATIVE SCHOOL, CONFERENCE CENTER, AND SOCIAL WORK

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HAROLD E. DAMRON — REGISTERED PROFESSIONAL ENGINEER — AGRICULTURE — CIVIL — No. 023989 — STATE OF TENNESSEE — 5/15/23

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PROJECT NO. 022-020
ISSUE DATE MAY 15, 2023
TITLE
SCHEDULES, LEGEND, AND DETAILS
SHEET
E200

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E200 Elizabethton High School Alternative School - Schedules.dwg
B.L.E. 05/12/23 11:42 AM HD23149(HD)

ELECTRICAL SPECIFICATIONS

1. SCOPE: FURNISH PLANT, LABOR, MATERIAL, SERVICES, AND EQUIPMENT NECESSARY FOR AND REASONABLY INCIDENTAL TO THE INSTALLATION OF ELECTRICAL FACILITIES SHOWN ON THE DRAWINGS AND CALLED FOR HEREINAFTER.

2. CODES AND PERMITS: SECURE NECESSARY PERMITS, PAY NECESSARY FEES, CONFORM TO THE NATIONAL ELECTRICAL CODE.

3. SERVICE: SERVICE SHALL BE TAKEN OVERHEAD AT 120/208–VOLTS, 3–PHASE, 4–WIRE. CAREFULLY COORDINATE ALL ASPECTS OF NEW POWER SERVICE WITH UTILITY COMPANY, INCLUDING METERING OF SERVICE.

4. WIRING: WIRING LOCATED EXTERIOR OF BUILDING AND BELOW GRADE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT. INSIDE THE BUILDING, WIRING WHERE UNDERGROUND OR IN OR BELOW CONCRETE SLAB SHALL BE SCHEDULE 40 PVC WITH RIGID STEEL 90–DEGREE ELBOWS. INSIDE THE BUILDING, ALL OVERHEAD WIRING SHALL BE RUN IN CONDUIT AND SHALL BE RUN IN ELECTRICAL METALLIC TUBING (EMT). MC CABLE WILL BE PERMITTED FOR FINAL CONNECTIONS TO LAY–IN LIGHTING FIXTURES IN INDIVIDUAL LENGTHS NOT EXCEEDING 6 FEET. ALL CONDUIT SHALL BE CONCEALED UNLESS INSTALLED IN MECHANICAL AND ELECTRIC ROOMS, AND WHERE SPECIFICALLY ALLOWED BY ARCHITECT.

5. GROUNDING: FURNISH AND INSTALL SERVICE GROUNDING AS FOLLOWS. PROVIDE TWO 3/4" X 10' COPPERWELD GROUND RODS DRIVEN 15' APART. EXTEND A #1/0 AWG COPPER CONDUCTOR FROM RODS BONDED TOGETHER WITH #1/0 COPPER INTO NEW SWITCHBOARD AND BOND TO GROUND BUS/SYSTEM NEUTRAL. ALL CONNECTIONS AT GROUND RODS SHALL BE BY CADWELD PROCESS. ALSO EXTEND FROM GROUNDING SYSTEM TO COLD WATER LINE A #1/0 BARE COPPER CONDUCTOR AND BOND THERETO. BOND REBAR IN STRUCTURAL STEEL FOOTING TO MAIN ELECTRICAL SERVICE GROUND WITH #1/0 AWG COPPER. PROVIDE GROUNDING OF COMMUNICATIONS TERMINAL SPACE (CTS) WITH #1/0 AWG GROUNDING CONDUCTOR AS INDICATED ON DRAWINGS. FURNISH AND INSTALL IN ALL CONDUIT RUNS A SEPARATE INSULATED GROUNDING CONDUCTOR, CODE SIZED. BOND BY DIRECT CONNECTION ALL INTERIOR PIPING SYSTEMS. GROUND LIGHTING FIXTURES, AND EQUIPMENT IN ACCORDANCE WITH CODE.

6. PANELBOARDS: PANELBOARDS SHALL BE CIRCUIT BREAKER TYPE, DEAD FRONT, WITH AIC RATING AS INDICATED ON PLANS. BUSING IN PANELBOARD SHALL BE COPPER. MINIMUM AIC RATING SHALL BE 10,000. PANELS SHALL BE SIMILAR AND EQUAL TO SQUARE D COMPANY "NQ" HAVING 6" DEEP CABINET, 20" WIDE CAN. DISTRIBUTION TYPE PANELBOARD SHALL BE SIMILAR AND EQUAL TO SQUARE D I–LINE SERIES. ACCEPTABLE ALTERNATE SWITCHGEAR MANUFACTURERS INCLUDE: EATON, SIEMENS, AND GENERAL ELECTRIC.

7. LIGHTING FIXTURES: FURNISH AND INSTALL LIGHTING FIXTURES AS SHOWN ON THE SCHEDULE COMPLETE WITH LAMPS. REFER TO LIGHTING FIXTURES SCHEDULE FOR ADDITIONAL INFORMATION. CATALOG NUMBERS LISTED ON THE LIGHTING FIXTURE SCHEDULE INDICATE THE MINIMUM STANDARD OF QUALITY EXPECTED FOR EACH LIGHTING FIXTURE TYPE. SIMILAR AND EQUAL EQUIPMENT BY OTHER MANUFACTURERS WILL BE ACCEPTABLE FOR USE.

8. EXIT SIGNS AND EMERGENCY LIGHTING: EXIT SIGNS, TWIN HEAD EMERGENCY LIGHTS, AND COMBO EXIT SIGNS/EMERGENCY LIGHTING UNITS SHALL BE LED, MATTE WHITE FINISH WITH RED LETTERS, WITH INTEGRAL NICKEL CADMIUM BATTERY CAPABLE OF PROVIDING CODE REQUIRED ILLUMINATION FROM UNIT FOR A MINIMUM TIME PERIOD OF 90 MINUTES AFTER LOSS OF POWER IN ANY MEANS OF EGRESS WHERE THESE UNITS ARE LOCATED.

9. WIRING DEVICES: WIRING DEVICES SHALL BE TAMPER RESISTANT UNLESS NOT REQUIRED BY CODE IN WHICH CASE SPECIFICATION GRADE DEVICES SHALL BE UTILIZED. RATED 20–AMPERES OF COLOR AS SELECTED BY THE ARCHITECT. COVERPLATES SHALL BE FLEXIBLE NYLON OF COLOR SELECTED BY THE ARCHITECT. IN PRODUCTION AREAS USE STAINLESS STEEL COVERPLATES.

10. SAFETY SWITCHES: FURNISH AND INSTALL HEAVY–DUTY FUSIBLE TYPE SAFETY SWITCHES WHERE INDICATED ON DRAWINGS. SAFETY SWITCHES SHALL BE HORSEPOWER RATED, QUICK–MAKE, QUICK–BREAK, WITH ARC SHIELDS. SAFETY SWITCHES LOCATED OUTSIDE SHALL HAVE NEMA 3R ENCLOSURES. SAFETY SWITCHES LOCATED INSIDE SHALL HAVE NEMA 1 ENCLOSURES. WHERE SAFETY SWITCHES ARE REQUIRED TO BE INSTALLED AWAY FROM WALLS, CONTRACTOR SHALL PROVIDE A SUITABLE SUPPORT TO ALLOW THE SWITCH TO BE IN A POSITION OF 4–1/2' ABOVE FLOOR OR FINISHED GRADE. WHERE NECESSARY, PROVIDE A STEEL FRAME ATTACHED TO FLOOR/GROUND. SWITCHES MAY BE MOUNTED ON EQUIPMENT WHERE SPECIFIC APPROVAL IS PROVIDED BY EQUIPMENT SUPPLIER. COORDINATE EXACT ROUGH–IN LOCATIONS OF SAFETY SWITCHES WITH HVAC CONTRACTOR PRIOR TO INSTALLATION. PROVIDE FUSING IN SAFETY SWITCHES TO MATCH MOCP RATING INDICATED ON UNIT NAMEPLATE DATA.

11. COMMUNICATIONS RACEWAY FACILITY: FURNISH AND INSTALL A SYSTEM OF EMPTY CONDUIT AND BOXES FOR COMMUNICATIONS SYSTEMS USE IN THE BUILDING. OWNER WILL EMPLOY THE SERVICES OF A SEPARATE LOW–VOLTAGE VENDOR FOR INSTALLATION OF ALL LOW–VOLTAGE WIRING WITH THE EXCEPTION OF FIRE ALARM SYSTEM. COORDINATE EXACT ROUGH–IN LOCATIONS FOR COMMUNICATIONS SYSTEM EQUIPMENT PRIOR TO ROUGH–IN. PROVIDE A #1/0 AWG GROUND FROM EACH COMMUNICATIONS TERMINAL SPACE TO THE MAIN ELECTRICAL SERVICE GROUND IN THE BUILDING. PROVIDE COPPER GROUNDING BAR AT EACH COMMUNICATIONS TERMINAL SPACE TO TERMINATE #1/0 AWG COPPER GROUNDING CONDUCTOR.

12. MANUAL MOTOR STARTERS: FURNISH AND INSTALL MANUAL MOTOR STARTERS FOR 120–VOLT EXHAUST FANS AS SHOWN ON DRAWINGS AND AS CALLED FOR HEREINAFTER. MANUAL MOTOR STARTERS SHALL BE EQUIPPED WITH MELTING ALLOY THERMAL OVERLOAD RELAY. UNIT SHALL BE SIMILAR AND EQUAL TO SQUARE D COMPANY 2510 SERIES, CATALOG NO. FF–1P. PROVIDE 2–POLE MANUAL MOTOR STARTERS TO SERVE 240–VOLT, SINGLE–PHASE EQUIPMENT WHERE INDICATED ON DRAWINGS.

13. OCCUPANCY SENSORS: FURNISH AND INSTALL OCCUPANCY SENSORS FOR CONTROL OF LIGHTING WHERE INDICATED ON DRAWINGS., REFER TO DETAILS ON DRAWINGS FOR ADDITIONAL INFORMATION.

14. SURGE PROTECTIVE DEVICE: AT PANELS, PROVIDE A SURGE PROTECTIVE DEVICE(SPD). SPD SHALL MEET REQUIREMENTS OF U.L. 1449 AND 1283, ANSI/IEEE C62.41–1991 AND C62.45–1992, NATIONAL ELECTRICAL MANUFACTURES ASSOCIATION NEMA LS–1 REVISION 2007, AND NFPA 70. SPD MANUFACTURER SHALL BE ISO 9000 CERTIFIED. SPD SHALL INCORPORATE 200KA 8/20 MICROSECOND MOV PROTECTION PER PHASE.

15. FIRE ALARM SYSTEM: FURNISH AND INSTALL COMPLETE ADDRESSABLE INDEPENDENT VOICE EVALUATION TYPE FIRE ALARM SYSTEM FOR BUILDING. FURNISH AND INSTALL THE FOLLOWING FIRE ALARM CONTROL DEVICES AND EQUIPMENT.

    A. NEW CONTROL PANEL SHALL BE ANALOG ADDRESSABLE WITH BATTERY SUPPLY, INCLUDING CHARGER. USE JOHNSON CONTROLS (SIMPLEX) 4010–9101, OR EQUAL BY NOTIFIER, SIEMENS, OR GE–EST. PROVIDE VOICE EVAC PANEL. VISIBLE ALARM SIGNALS AND PRE–RECORDED VOICE ANNOUNCEMENTS SHALL BE PROVIDED THROUGHOUT BUILDING UPON ALARM CONDITION IN ACCORDANCE WITH NFPA 72 (3.3.208), NFPA 101 (12.3.4, 9.6.3, AND 9.6.2), AND SBC (905.1.1).

    B. REMOTE ANNUNCIATOR SHALL BE LCD, 80 CHARACTER, SIMPLEX 4603–9101.

    C. MANUAL STATION SHALL BE ADDRESSABLE, SIMPLEX MODEL 4099–9001.

    D. CEILING–MOUNTED SMOKE DETECTORS SHALL BE ANALOG, INTELLIGENT, PHOTOELECTRIC TYPE, SIMPLEX MODEL 4098–9710.

    E. HEAT DETECTORS SHALL BE RATE–OF–RISE TYPE, ANALOG FIXED AND INTELLIGENT, SIMPLEX MODEL 4098–9733.

    F. BASES FOR INTELLIGENT DETECTORS SHALL BE SIMPLEX 4098–9792.

    G. DUCT DETECTORS SHALL BE ANALOG, INTELLIGENT, SIMPLEX 4098–9753.

    H. WHERE MONITOR MODULES ARE REQUIRED, USE SIMPLEX MODEL 4090–9001, ADDRESSABLE. PROVIDE ADDRESSABLE CONTROL MODULES WHERE REQUIRED.

    I. PROVIDE MAGNETIC DOOR HOLD–OPEN UNITS AS ILLUSTRATED ON PLANS, SIMPLEX 2088–9588.

    J. AUDIO–VISUAL UNITS SHALL BE SIMPLEX 4903 SERIES, CANDELA RATING AS NOTED IN DRAWINGS, WITH 25–VOLT RMS SPEAKERS.

    K. WHERE FLASHING LIGHTS ONLY ARE ILLUSTRATED, PROVIDE SIMPLEX MODEL 4904– SERIES, CANDELA RATING AS NOTED ON DRAWINGS.

    L. FURNISH AND INSTALL AT MAIN FIRE ALARM CONTROL PANEL A DIGITAL COMMUNICATOR, DUAL CHANNEL TYPE. PROVIDE TELEPHONE OUTLET AT FIRE ALARM CONTROL PANEL FOR TIE–IN TO REMOTE LOCATION. DIGITAL COMMUNICATOR SHALL TRANSMIT ALARM ACTIVITY TO REMOTE LOCATION AUTOMATICALLY PER NFPA 101 9.6.4.2.

    M. ALL FIRE ALARM SUPERVISORY SIGNALS SHALL SOUND AND BE DISPLAYED AT MAIN FIRE ALARM CONTROL PANEL (FACP) AND REMOTE ANNUNCIATOR ( ). SUPERVISORY SIGNALS SHALL ALSO BE TRANSMITTED TO REMOTE LOCATION AUTOMATICALLY VIA DIGITAL COMMUNICATOR IN ACCORDANCE WITH REQUIREMENTS OF NFPA 101, SECTION 9.7.2.1 AND NFPA 72, SECTION 4.4.3.2.

    N. ALL REQUIRED DOCUMENTATION REGARDING THE DESIGN OF FIRE DETECTION, ALARM, AND COMMUNICATIONS SYSTEMS AND THE PROCEDURES FOR MAINTENANCE, INSPECTION, AND TESTING OF FIRE DETECTION, ALARM, AND COMMUNICATIONS SYSTEMS SHALL BE MAINTAINED AT AN APPROVED, SECURED LOCATION FOR THE LIFE OF THE SYSTEM. (NFPA 101 9.6.1.9)

    O. MORE THAN TWO VISIBLE NOTIFICATION APPLIANCES IN THE SAME ROOM OR ADJACENT SPACE WITHIN THE FIELD OF VIEW MUST FLASH IN SYNCHRONIZATION. (NFPA 72 7.5.4.1.1 AND 7.5.4.1.2(3))

    P. THE FIRE ALARM CONTROL PANEL CIRCUIT DISCONNECTING MEANS SHALL BE ACCESSIBLE ONLY TO AUTHORIZED PERSONNEL, AND SHALL BE IDENTIFIED AS "FIRE ALARM CIRCUIT". THE LOCATION OF THE CIRCUIT DISCONNECTING MEANS SHALL BE PERMANENTLY IDENTIFIED AT THE FIRE ALARM CONTROL UNIT. (NFPA 72 4.4.1.4.2.2 AND 4.4.1.4.2.3) INSTALLATION SHALL BE IN COMPLIANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS. COLOR CODE ALL CONDUCTORS. ALL CONDUCTORS SHALL BE INSTALLED IN METALLIC RACEWAY. AT COMPLETION OF WORK, PROVIDE COMPLETE TESTING OF SYSTEM. PROVIDE WRITTEN REPORT TO ARCHITECT, ENGINEER, AND OWNER. SYSTEM SHALL BE INSTALLED BY FIRE ALARM CONTRACTOR IN ACCORDANCE WITH TENNESSEE ALARM CONTRACTORS LICENSING ACT OF 1991, TCA TITLE 62, CHAPTER 32. ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

16. FIRESTOPPING: ELECTRICAL CONTRACTOR SHALL PROVIDE FIRESTOPPING OF ALL CONDUIT PENETRATIONS OF RATED WALLS AND AND FLOORS PER DETAILS. REFER TO ARCHITECTURAL DRAWINGS.

17. SUBMITTALS: PROVIDE ELECTRICAL SUBMITTALS AS CALLED FOR HEREINAFTER. SUBMITTALS SHALL INCLUDE MANUFACTURER'S CUTSHEET WITH SPECIFIC MODEL MODEL NUMBERS IDENTIFIED AS THEY APPLY TO THIS PROJECT. SUBMITTALS SHALL INCLUDE LIGHTING, LIGHTING CONTROLS, WIRING DEVICES, SWITCHGEAR, AND FIRE ALARM SYSTEM.

18. GUARANTY: GUARANTEE ALL WORK TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR AFTER DATE OF FINAL ACCEPTANCE.

PANEL (A) — MAINS: 400A — MAIN BREAKER: NO — FEEDER SIZE: #500MCM — VOLTAGE/PHASE: 120/208V,3Φ,4W — SHORT CKT. CAPACITY: 10,000 — FED FROM: UTILITY TRANSFORMER — MOUNTING: FLUSH — ENTRY: TOP — BUS: COPPER

CKT. NO.	SERVES	LOAD (kVA) #A	LOAD (kVA) #B	LOAD (kVA) #C	BREAKER TRIP	BREAKER POLE	BREAKER POLE	BREAKER TRIP	LOAD (kVA) #A	LOAD (kVA) #B	LOAD (kVA) #C	SERVES	CKT. NO.
1	MULTI ROOM LIGHTING	1.4			20	1	1	20	1.0			OFFICE RECEPTACLES	2
3	REST/STOR/HALL LTG		0.9		20	1	1	20		1.0		MULTI ROOM RECEPTACLES	4
5	OFF/MEET/CLASS RM LTG			1.2	20	1	1	20			1.0	MULTI ROOM RECEPTACLES	6
7	EXTERIOR LIGHTING	1.0			20	1	1	20	1.0			MULTI ROOM RECEPTACLES	8
9	EXTERIOR LIGHTING		1.0		20	1	1	20		1.0		MULTI ROOM RECEPTACLES	10
11	HALL RECEPTACLES			1.0	20	1	1	20			1.0	MULTI ROOM RECEPTACLES	12
13	REST ROOMS RECEPTACLES	1.0			20	1	1	20	1.0			MULTI ROOM RECEPTACLES	14
15	EWC		1.0		20	1	1	20		1.0		MULTI ROOM RECEPTACLES	16
17	RECEPTACLES			1.0	20	1	1	20			1.0	MULTI ROOM RECEPTACLES	18
19	CLASS ROOM RECEPTACLES	1.0			20	1	1	20	1.0			COFFEE RECEPTACLES	20
21	CLASS ROOM RECEPTACLES		1.0		20	1	1	20		1.0		COFFEE RECEPTACLES	22
23	CLASS ROOM RECEPTACLES			1.0	20	1	1	20			1.0	COFFEE RECEPTACLES	24
25	"CTS" RECEPTACLES	1.0			20	1	1	20	1.0			COFFEE RECEPTACLES	26
27	"CTS" RECEPTACLES		1.0		20	1	1	20		1.0		COFFEE RECEPTACLES	28
29	FACU			1.0	20	1	1	20			1.0	COFFEE RECEPTACLES	30
31	SPARE				20	1	1	20	1.0			COFFEE RECEPTACLES	32
33	SPARE				20	1	1	20				SPARE	34
35	SPARE				20	1	1	20				SPARE	36
37	S.P.D.				50	3	1	20				SPACE ONLY	38
39							1	20				SPACE ONLY	40
41							1	20				SPACE ONLY	42
SUB TOTAL CONNECTED		5.4	4.9	5.2					6.0	5.0	5.0	SUB TOTAL CONNECTED	

SUB TOTAL CONNECTED #A: 11.4 — SUB TOTAL CONNECTED #B: 9.9 — SUB TOTAL CONNECTED #C: 10.2 — TOTAL CONNECTED: 31.5

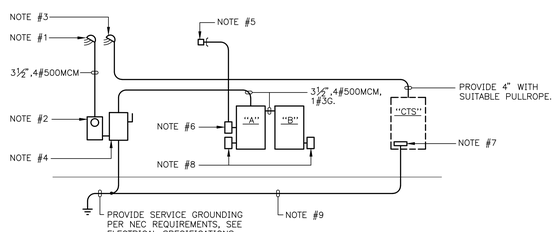
NOTES:
1. PROVIDE "THROUGH–FEED" LUGS.
2. INSTALL GFCI CIRCUIT BREAKERS FOR CIRCUITS A–15,24,28 AND 30.

PANEL (B) — MAINS: 400A — MAIN BREAKER: NO — FEEDER SIZE: #500MCM — VOLTAGE/PHASE: 120/208V,3Φ,4W — SHORT CKT. CAPACITY: 10,000 — FED FROM: FED THRU–LUGS — MOUNTING: FLUSH — ENTRY: TOP — BUS: COPPER

CKT. NO.	SERVES	LOAD (kVA) #A	LOAD (kVA) #B	LOAD (kVA) #C	BREAKER TRIP	BREAKER POLE	BREAKER POLE	BREAKER TRIP	LOAD (kVA) #A	LOAD (kVA) #B	LOAD (kVA) #C	SERVES	CKT. NO.
1	ELECTRIC WTR HTR	2.2			30	2	3	30	1.7			RTU–1	2
3			2.3		|	|	|	|		1.7			4
5	RECIRC. PUMP			0.5	20	1	|	|			1.7		6
7	DSCU–1	2.5			50	2	3	80	4.6			RTU–2	8
9			2.5		|	|	|	|		4.6			10
11	DS 1–1,2,3			0.3	15	2	|	|			4.6		12
13		0.3			|	|	1	20				SPARE	14
15	EF–2		0.1		20	1	1	20				SPARE	16
17	EF–1			0.1	20	1	1	20				SPARE	18
19	SPARE				20	1	1	20				SPARE	20
21	SPARE				20	1	1	20				SPARE	22
23	SPARE				20	1	1	20				SPARE	24
25	SPACE ONLY				20	1	1	20				SPACE ONLY	26
27	SPACE ONLY				20	1	1	20				SPACE ONLY	28
29	SPACE ONLY				20	1	1	20				SPACE ONLY	30
31	SPACE ONLY				20	1	1	20				SPACE ONLY	32
33	SPACE ONLY				20	1	1	20				SPACE ONLY	34
35	SPACE ONLY				20	1	1	20				SPACE ONLY	36
37	S.P.D.				50	3	1	20				SPACE ONLY	38
39					|	|	1	20				SPACE ONLY	40
41					|	|	1	20				SPACE ONLY	42
SUB TOTAL CONNECTED		5.0	4.9	0.9					6.3	6.3	6.3	SUB TOTAL CONNECTED	

SUB TOTAL CONNECTED #A: 11.3 — SUB TOTAL CONNECTED #B: 11.2 — SUB TOTAL CONNECTED #C: 7.2 — TOTAL CONNECTED: 29.7

NOTES:
" "
" "



FEEDER DIAGRAM
N.T.S.

FEEDER DIAGRAM NOTES:

1. PROVIDE SERVICE MAST AT REQUIRED HEIGHT FOR NEW OVERHEAD 120/208 VOLT, 3–PHASE, 4–WIRE, WYE COORDINATE WITH ELIZABETHTON ELECTRIC SYSTEM.
2. PROVIDE NEMA 3R SELF–CONTAINED METER BASE OR CT CABINET AND METER BASE AS REQUIRED BY ELIZABETHTON ELECTRIC SYSTEM FOR NEW 400 AMPERE, 120/208 VOLT, 3–PHASE, 4–WIRE, WYE SYSTEM.
3. PROVIDE WEATHERHEAD AS REQUIRED BY LOCAL TELECOMMUNICATIONS SERVICE TO BUILDING.
4. PROVIDE NEMA 3R FUSIBLE DISCONNECT SWITCH, UL LISTED FOR 120/208 VOLT, 3–PHASE, 4–WIRE WYE SERVICE ENTRANCE USE.
5. PROVIDE PHOTOCELL ON EXTERIOR OF BUILDING WHERE DIRECTED, FACING NORTH TO CONTROL LIGHTING CONTACTOR.
6. PROVIDE A 4–POLE, 30 AMPERE LIGHTING CONTRACTOR IN NEMA 1 ENCLOSURE ADJACENT TO PANEL "A" TO CONTROL EXTERIOR LIGHTING CIRCUITS A–7, 9, PLUS TWO SPARE POLES. CONTRACTOR SHALL BE CONTROLLED BY PHOTOCELL.
7. PROVIDE COPPER GROUNDING BAR AT "CTS", ERICO CO. OR EQUAL.
8. PROVIDE 200 KA SURGE PROTECTIVE DEVICE (SPD).
9. PROVIDE #½ AWG COPPER GROUNDING CONDUCTOR AND BOND TO MAIN ELECTRICAL SERVICE GROUND.

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RENOVATIONS TO:

EHS ALTERNATIVE SCHOOL, CONFERENCE CENTER, AND SOCIAL WORK

402 BEMBERG ROAD
ELIZABETHTON, TENNESSEE 37643

FIRE PROTECTION
PLUMBING
MECHANICAL

MECHANICAL DESIGN SERVICES
P.O. BOX 10025
KNOXVILLE, TN 37919

ELECTRICAL

VREELAND ENGINEERS
3107 SUTHERLAND AVE
KNOXVILLE, TN 37919

HAROLD E. DAMRON — REGISTERED PROFESSIONAL ENGINEER — ARCHITECTURE — CIVIL — No. 022989 — STATE OF TENNESSEE — 5-15-23

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PROJECT NO: 022-020
ISSUE DATE: MAY 15, 2023
TITLE: PANELBOARDS AND FEEDER DIAGRAM
SHEET: E201

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E201 Elizabethton High School Alternative School – Panelboards and Feeder Diagram.dwg
B.L.E. 05/10/23 3:28 PM HD23149(HD)

RENOVATIONS TO:

T.A. DUGGER JUNIOR HIGH SCHOOL

305 WEST 'E' STREET
ELIZABETHTON, TENNESSEE 37643

PROJECT ISSUE DATE : MAY 26, 2023

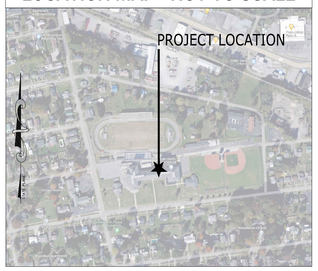
TWA PROJECT NO. 022-024

OWNER :
ELIZABETHTON CITY SCHOOLS
804 SOUTH WATAUGA AVENUE
ELIZABETHTON, TENNESSEE 37643

FIRE ALARM SYSTEM WILL REQUIRE SEPARATE SHOP DRAWINGS AND PERMIT.

SPRINKLER SYSTEM WILL REQUIRE SEPARATE SHOP DRAWINGS AND PERMIT.

LOCATION MAP - NOT TO SCALE



UTILITY LIST

UTILITY:	WATER
NAME:	CITY OF ELIZABETHTON
ADDRESS:	729 S SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	JONATHAN PLEASANT
PHONE:	(423) 297-4736

UTILITY:	SANITARY SEWER
NAME:	CITY OF ELIZABETHTON
ADDRESS:	729 S SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	JONATHAN PLEASANT
PHONE:	(423) 297-4736

UTILITY:	NATURAL GAS
NAME:	ATMOS ENERGY
ADDRESS:	POST OFFICE BOX 177, JOHNSON CITY, TN 37601
CONTACT:	JIM HOIT
PHONE:	(423) 926 - 2122 Ext. 235

UTILITY:	ELECTRICITY
NAME:	ELIZABETHTON ELECTRIC SYSTEM
ADDRESS:	400 HATCHER LANE, ELIZABETHTON, TN 37643
CONTACT:	GLEN GOUGE
PHONE:	(423) 542-1100

RESPONDING FIRE DEPARTMENT

NAME:	ELIZABETHTON FIRE DEPARTMENT
ADDRESS:	121 SOUTH SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	JEREMIAH TOLLEY - FIRE MARSHALL / CAPTAIN
PHONE:	(423) 547-6389
E-MAIL:	jtolley@cityofelizabethton.org

LOCAL BUILDING OFFICIAL

NAME:	CITY OF ELIZABETHTON BUILDING DEPARTMENT
ADDRESS:	136 S SYCAMORE STREET, ELIZABETHTON, TN 37643
CONTACT:	STEVE DONNOLLY - CHIEF BUILDING OFFICIAL
PHONE:	(423) 547-6234



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STRUCTURE
SPODEN & WILSON CONSULTING
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KNOXVILLE, TN 37919

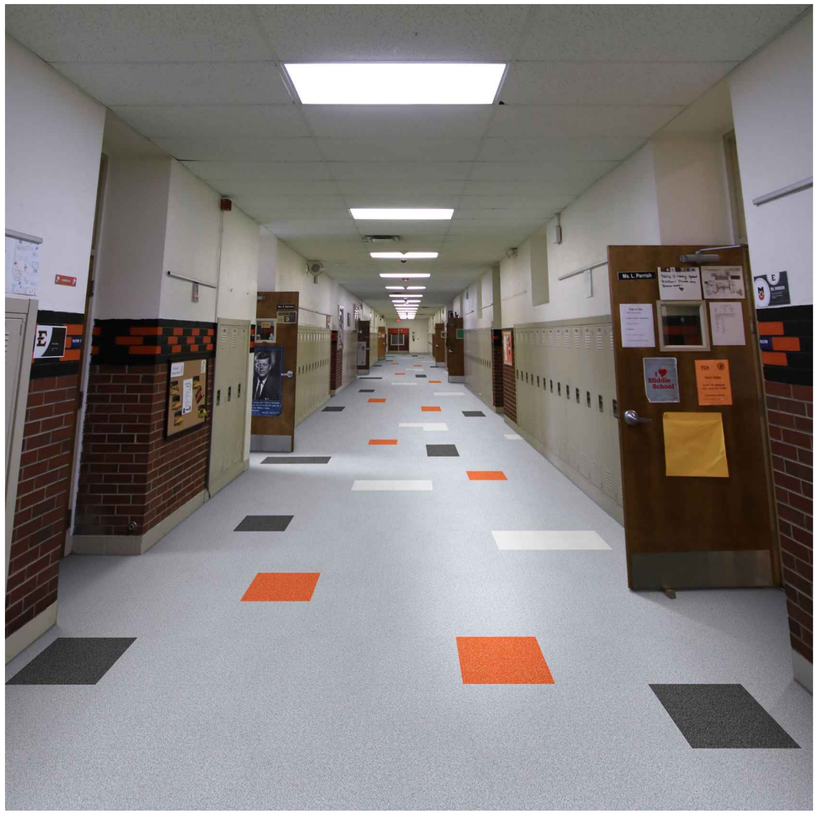
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REVISIONS

PROJECT NO. 022-024
ISSUE DATE May 26, 2023
TITLE
COVER SHEET
SHEET
G000

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DRAWING INDEX

SHEET NUMBER	SHEET NAME	RELEASE DATE 05.26.2023
GENERAL		
G000	COVER SHEET	X
G001	DRAWING INDEX	X
G002	SYMBOL LEGEND, GENERAL INFO, & PARTITION TYPES	X
LIFE SAFETY		
LS101	LIFE SAFETY PLAN	X
CIVIL		
C-1.1	SITE PLAN	X
C-1.2	NOTES & DETAILS	X
ARCHITECTURAL SITE		
AS100	DEMOLITION ARCHITECTURAL SITE PLAN	X
AS101	ARCHITECTURAL SITE PLAN	X
AS111	ENLARGED SITE PLANS & DETAILS	X
AS112	SITE DETAILS	X
AS113	SITE DETAILS	X
ARCHITECTURAL DEMOLITION		
AD100	OVERALL DEMOLITION FLOOR PLANS	X
AD101	ENLARGED DEMOLITION PLANS - SECURE VESTIBULE	X
AD301	DEMOLITION ELEVATIONS AND SECTIONS	X
ARCHITECTURAL		
A100	OVERALL FLOOR PLANS	X
A101	ENLARGED PLANS - SECURE VESTIBULE & GYMNASIUM	X
A111	PLAN DETAILS	X
A301	ELEVATIONS AND SECTIONS	X
A311	SECTION DETAILS	X
A601	DOOR SCHEDULE & DETAILS	X
A711	INTERIOR ELEVATIONS & CASEWORK DETAILS - SECURE VESTIBULE	X
A712	INTERIOR ELEVATIONS - GYMNASIUM	X
A713	INTERIOR ELEVATIONS - GYMNASIUM	X
A800	FINISH SCHEDULE	X
A801	FINISH FLOOR PLAN	X
MECHANICAL		
M101	FLOOR PLAN - HVAC	X
ELECTRICAL		
E101	FLOOR PLAN - LIGHTING & POWER	X
E102	SCHEDULES, LEGEND & DETAILS	X

twa
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JOHNSON CITY, TN 37601

STRUCTURE

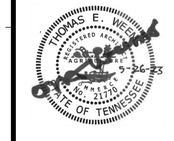
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KINGSPORT, TN 37660

FIRE PROTECTION
PLUMBING
MECHANICAL

MECHANICAL DESIGN SERVICES
P.O. BOX 10025
KNOXVILLE, TN 37919

ELECTRICAL

VREELAND ENGINEERS
3107 SUTHERLAND AVENUE
KNOXVILLE, TN 37919



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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

TITLE

DRAWING INDEX

SHEET

G001

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ABBREVIATIONS

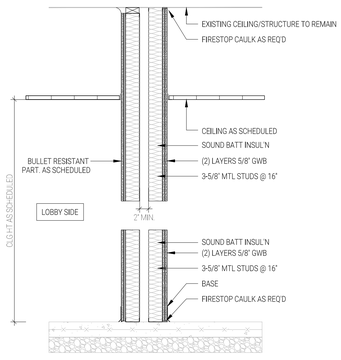
ABV	ABOVE	GA	GUAGE	S	SPEAKER
A/C	AIR CONDITIONING	GALV	GALVANIZED	SD	SMOKE DETECTOR, SOAP DISPENSER
ACOUS	ACOUSTICAL	GL	GLASS, GLAZING	SIM	SIMILAR
ACT	ACOUSTICAL CEILING TILE	GP	GUARD POST	SPEC	SPECIFICATIONS
ADDL	ADDITIONAL	GSO	GAS SHUT OFF VALVE	SPKR	SPEAKER
ADJ	ADJUSTABLE	GYP BD	GYPSUM BOARD	SS	SOLID SURFACE
AFF	ABOVE FINISHED FLOOR			STD	STANDARD
ALUM	ALUMINUM	H	HORN	STL	STEEL
ALT	ALTERNATE	H/C	HANDICAPPED	STNR	SMOKE TIGHT, NOT RATED
AP	ACCESS PANEL	HC	HOLLOW CORE	STOR	STORAGE
A/V	AUDIO VISUAL	HM	HOLLOW METAL		
AWP	ACOUSTICAL WALL PANEL	HORIZ	HORIZONTAL	TB	TACK BOARD
		HR	HOUR, HANDRAIL, HALF ROUND	TBD	TO BE DETERMINED
BC	BASE CABINET	HRG	HALF ROUND GUTTER	TEL	TELEPHONE
BD	BOARD	HT	HEIGHT	TLT	TOILET
BLDG	BUILDING	HWR	HIGH WALL RETURN	TOM	TOP OF MASONRY
BLK	BLOCK/BLOCKING	HWS	HIGH WALL SUPPLY	TS	TRANSITION STRIP
B/O	BOTTOM OF			TTD	TOILET TISSUE DISPENSER
		INFO	INFORMATION	TYP	TYPICAL
CAB	CABINET	INSUL	INSULATION		
CG	CORNER GUARD	INT	INTERIOR	UNO	UNLESS NOTED OTHERWISE
CJ	CONTROL JOINT			US	UTILITY SHELF
CL	CENTER LINE	JAN	JANITOR'S CLOSET	VCT	VINYL COMPOSITION TILE
CLG	CEILING			VCT	VINYL COMPOSITION TILE
CLK	CLOCK	KPD	KEY PAD	VERT	VERTICAL
CLO	CLOSET			VEST	VESTIBULE
CLR	CLEAR, CLEARANCE	L	LIGHT - FIRE ALARM STROBE	VIF	VERIFY IN FIELD
CMU	CONCRETE MASONRY UNIT	LAM	LAMINATE		
CO	CLEAN OUT	LAV	LAVATORY	W	WIDTH
COL	COLUMN	LB	POUND	W/	WITH
CONC	CONCRETE	LH	LEFT HAND	WB	WOOD BASE
CONF	CONFERENCE	LP	LIGHT POLE	WC	WALL CABINET
CONT	CONTINUED, CONTINUOUS	LT FIXT	LIGHT FIXTURE	WD	WOOD
CORR	CORRIDOR	LVT	LUXURY VINYL TILE	WH	WATER HEATER
CP	CARPET	LWR	LOW WALL RETURN	WNDW	WINDOW
CPT	CARPET TILE			W/O	WITHOUT
CS	CASEWORK	M	MIRROR		
CT	COUNTERTOP, CERAMIC TILE	MAX	MAXIMUM		
CTR	CENTER	MB	MARKER BOARD		
		MFR	MANUFACTURER		
DCS	DIAPER CHANGING STATION	MECH	MECHANICAL		
DEMO	DEMOLITION	MEP	MECHANICAL/ELECTRICAL/PLUMBING		
DIA	DIAMETER	MIN	MINIMUM		
DIM	DIMENSION	MISC	MISCELLANEOUS		
DN	DOWN	MTL	METAL		
DR	DOOR				
DS	DOWNSPOUT	N/A	NOT APPLICABLE		
DTL	DETAIL	NIC	NOT IN CONTRACT		
DWG	DRAWING	NO	NUMBER		
		NTS	NOT TO SCALE		
EA	EACH				
EJ	EXPANSION JOINT	OC	ON CENTER		
ELEC	ELECTRICAL	OH	OVERHEAD		
ELEV	ELEVATION, ELEVATOR	OPNG	OPENING		
EMER	EMERGENCY				
EP	EPOXY PAINT	P	PAINT (MATERIAL)		
EQ	EQUAL	PL	PLASTIC LAMINATE		
EQUIP	EQUIPMENT	PWD	PLYWOOD		
EXIST	EXISTING	PLUMB	PLUMBING		
EXP	EXPOSED	PNL	PANEL		
EXT	EXTERIOR	PNT	APPLICATION		
		PROJ	PROJECTOR		
F	FIRE ALARM	PTD	PAPER TOWEL DISPENSER		
FD	FLOOR DRAIN				
FEC	FIRE EXTINGUISHER CABINET	R	RISER		
FEX	FIRE EXTINGUISHER	RB	RUBBER BASE		
FIN	FINISH(ED)	REF	REFERENCE		
FP	FIRE PULL	RD	ROOF DRAIN		
FS	FEATURE STRIP	REQ'D	REQUIRED		
FT	FOOT, FEET	RH	ROBE HOOK		
FURN	FURNITURE	RM	ROOM		
FV	FIELD VERIFY	RR	RESILIENT RISER		
		RS	RESILIENT SHEET, RESILIENT SKIRTING		
		RT	RESILIENT TREAD		
		RV	RIDGE VENT		

NOTATION LEGEND

- NORTH ARROW
- GRAPHIC SCALE (0' 1' 2' 4' 8')
- DRAWING TITLE (NO. DRAWING NAME / SCALE)
- COLUMN GRID
- ROOM NAME & NUMBER (NAME / NO.)
- ELEVATION REFERENCE (LEVEL 0 +0"–0")
- NOTE — TYPICAL NOTE
- A1 — KEYED NOTE
- 100 — DOOR TAG
- A — WINDOW TAG
- E1 — EQUIPMENT TAG
- XX/X — FINISH TAG
- 1 — WALL TAG
- VIEW / SHEET — ENLARGED DETAIL REFERENCE
- VIEW / SHEET — SECTION CUT REFERENCE
- VIEW / SHEET — ELEVATION REFERENCE - SINGLE
- 1 / SHEET / 1 — ELEVATION REFERENCE - MULTIPLE
- REVISION CLOUD REFERENCE
- 1'-0" — TYPICAL DIMENSION

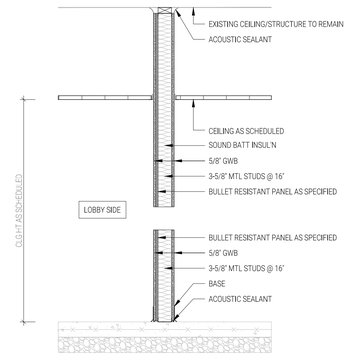
SYMBOL LEGEND

- FEX — FIRE EXTINGUISHER, WALL-MOUNTED
- FEC — FIRE EXTINGUISHER CABINET, WALL-MOUNTED
- FP — FIRE PULL
- L — FIRE ALARM W/ LIGHT AND SOUND INDICATOR
- PB — PUSH BUTTON
- FV — MEDICAL FILM VIEWER
- CRD — CARD READER
- T — THERMOSTAT, WALL-MOUNTED
- DATA CONNECTION, CEILING
- CAMERA
- TYPICAL PLUMBING FIXTURE
- TYPICAL PLUMBING FIXTURE
- $ — LIGHT SWITCH
- $D — LIGHT SWITCH, DIMMING (SEE MECH. DWGS)
- POWER WALL OUTLET
- SPRINKLER HEAD
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 4'
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 4', EMERGENCY
- FLOURESCENT LAY-IN LIGHT FIXTURE, 1' X 4'
- FLOURESCENT LAY-IN LIGHT FIXTURE, 1' X 4', EMERGENCY
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 2'
- FLOURESCENT LAY-IN LIGHT FIXTURE, 2' X 2'
- INCANDESCENT SURFACE MOUNTED LIGHT FIXTURE
- FLOURESCENT SUSPENDED LIGHT FIXTURE
- INCANDESCENT RECESSED LIGHT FIXTURE
- INCANDESCENT WALL MOUNTED LIGHT FIXTURE
- EXIT LIGHT, CEILING MOUNTED
- EXIT LIGHT, WALL MOUNTED
- TRACK LIGHT, SURFACE MOUNTED
- HVAC DIFFUSER, SUPPLY AIR
- HVAC DIFFUSER, RETURN AIR / EXHAUST
- CEILING ACCESS PANEL / ROOF HAT
- S — CEILING SOUND SPEAKER
- SD — SMOKE DETECTOR, SURFACE MOUNTED
- GAS VALVE



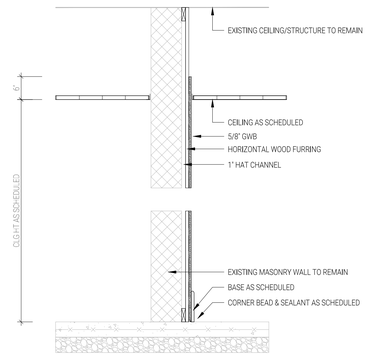
1 PARTITION TYPE 1

3/4"=1'-0" | 1 HR FIRE BARRIER - [UL V497] - NOM. 5"



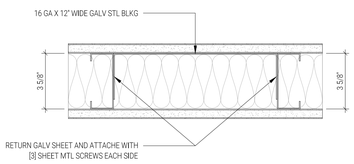
2 PARTITION TYPE 2

3/4"=1'-0" | BULLET RESISTANT - [UL 752 LEVEL 3] - NOM. 5"



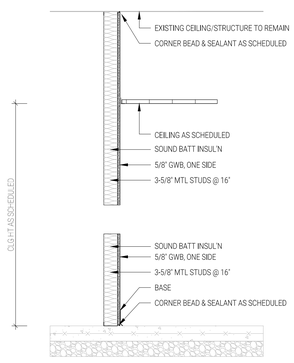
3 PARTITION TYPE 3

3/4"=1'-0" | FURRED PARTITION - NOM. 2"



A TYPICAL BLOCKING DETAIL

3"=1'-0"



4 PARTITION TYPE 4 - TYPICAL 1-SIDED

WALL OPEN TO FINISH SPACE ON 1 SIDE

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THOMAS E. WEEMS — REGISTERED ARCHITECT — AGREE — No. 21270 — STATE OF TENNESSEE — 5-26-23

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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

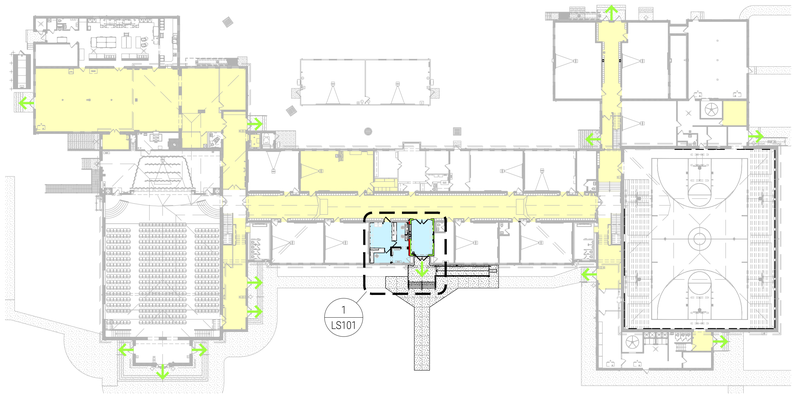
TITLE

SYMBOL LEGEND, GENERAL INFO, & PARTITION TYPES

SHEET

G002

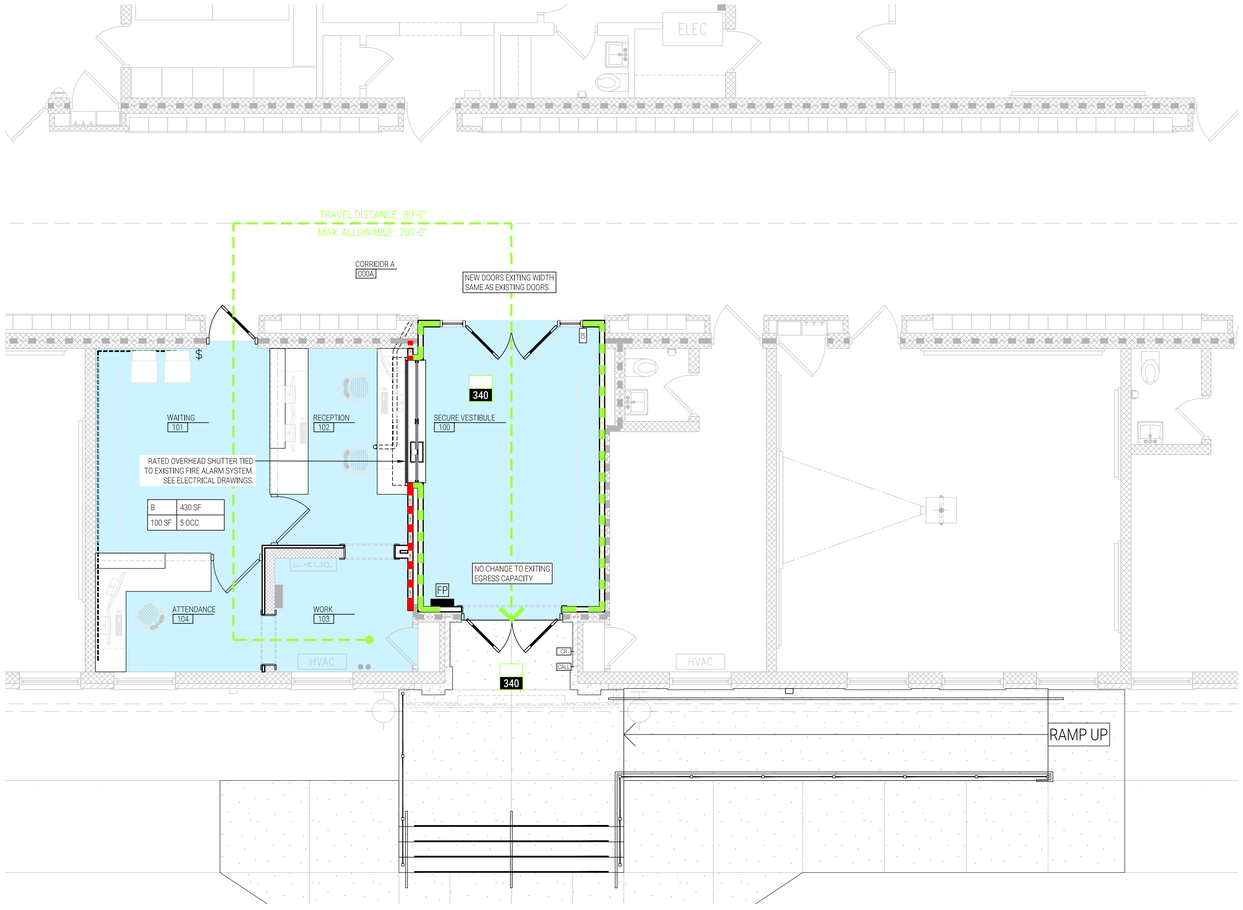
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A OVERALL FLOOR PLAN - LEVEL 1
1/32"=1'-0"



B OVERALL FLOOR PLAN - LEVEL 2
1/32"=1'-0"



1 ENLARGED LIFE SAFETY FLOOR PLAN
1/4"=1'-0"

PROJECT OVERVIEW

PROJECT SCOPE DOES NOT AFFECT EXISTING BUILDING OCCUPANCY, CLASSIFICATION, NUMBER OF OCCUPANTS OR MEANS OF EGRESS.

SECURE LOBBY RENOVATION:
INTERIOR RENOVATIONS AT MAIN SCHOOL ENTRANCE TO CREATE ACCESS-CONTROLLED, SECURE LOBBY. SCOPE OF WORK INCLUDES CHANGES THAT ALTER FIRE RESISTIVE ASSEMBLIES.

INTERIOR FINISH UPGRADES:
INTERIOR RENOVATIONS AT EXISTING CORRIDORS AND SELECT CLASSROOMS TO INSTALL NEW FLOORING AND BASE. RENOVATIONS LIMITED TO FINISHES ONLY. NO CHANGES TO USE, FOOTPRINT, OCCUPANCY, EGRESS, OR EXISTING WALL ASSEMBLY.

ADOPTED CODES

STATE OF TENNESSEE

2012 INTERNATIONAL BUILDING CODE (IBC), EXCLUDING CHAPTERS 11 & SECTION 3411
2012 INTERNATIONAL FUEL GAS CODE (IFGC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)
2017 NATIONAL ELECTRIC CODE, NFPA 70 (NEC)
2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) WITH PROVISIONS
2012 INTERNATIONAL FIRE CODE (IFC)
2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
TENNESSEE PUBLIC BUILDING ACCESSIBILITY ACT
2012 NFPA 101 LIFE SAFETY CODE

CITY OF ELIZABETHTON, TENNESSEE

2012 INTERNATIONAL BUILDING CODE (IBC)
2012 INTERNATIONAL RESIDENTIAL CODE (IRC)
2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)
2012 INTERNATIONAL FUEL & GAS CODE (IFGC)
2012 INTERNATIONAL PLUMBING CODE (IPC)
2011 NATIONAL ELECTRICAL CODE (NEC)
2009 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2010 ADA STANDARDS

BUILDING CODE DATA

BUILDING OCCUPANCY			
IBC 305.1	E: EDUCATION		
OCCUPANT LOAD			
NFPA 101 7.3.1.2 IBC 1004	OCCUPANT LOAD BREAKDOWN: PROJECT AREA		
		OCCUPANT LOAD FACTOR	ACTUAL OCCUPANT LOAD
	RECEPTION OFFICE	BUSINESS: 100 GROSS	5
	SECURE LOBBY/CORRIDOR	NON-OCCUPIABLE	0
CONSTRUCTION TYPE			
IBC TABLE 503	TYPE II-B, UNPROTECTED, NOT SPRINKLED		
BUILDING HEIGHTS AND AREAS			
NUMBER OF STORIES :	TWO STORIES		
HEIGHT OF BUILDING:	25'-0"		
PROJECT AREA (FIRST FLOOR):	665 SF		
FIRE PROTECTION SYSTEMS			
	THE BUILDING IS NOT SPRINKLED. NO CHANGE TO EXISTING FIRE PROTECTION SYSTEMS .		
	WINDOW INSTALLED IN 1-HR WALL PROTECTED BY 1-HR RATED SHUTTER TIED TO FIRE ALARM SYSTEM.		
MEANS OF EGRESS REQUIREMENTS			
	NEW VESTIBULE DOORS MATCH OR EXCEED EXISTING EXTERIOR DOOR EXITING CAPACITY . NEW ACCESS DOORS TO HAVE EXITING DEVICES.		
IBC 1014.3	COMMON PATH OF EGRESS DISTANCE	75 FT	
IBC 1016.1	EXIT ACCESS TRAVEL DISTANCE	200 FT	
IBC 1018.4	MAXIMUM DEAD END CORRIDOR	20 FT	
IBC 1018.2	MINIMUM WIDTH OF CORRIDORS	72 IN	
IBC 1005.1	EGRESS CAPACITY: DOORS & CORRIDORS	.2 IN / PERSON	
IBC 1021.2	MINIMUM NUMBER OF EXITS (PER STORY)	2	
INTERIOR FINISHES			
CORRIDORS / EXIT ACCESS	CLASS 'B'		
ALL OTHER SPACES	CLASS 'C'		
SEISMIC REQUIREMENTS			
THE SITE IS IN THE AREA PREVIOUSLY DESIGNATED AS SEISMIC ZONE [2] CLASS 'C' OF THE TENNESSEE SEISMIC MAP. SEISMIC RESTRAINTS AND CONNECTIONS WILL BE IN ACCORDANCE FOR NFPA.			

FIRE SAFETY LEGEND

REFER TO G002 FOR WALL PARTITION DETAILS

PLAN SYMBOLS

- FIRE EXTINGUISHER, WALL-MOUNTED
- FIRE EXTINGUISHER CABINET, WALL-MOUNTED
- FIRE ALARM W/ LIGHT AND SOUND INDICATOR
- FIRE PULL
- EMERGENCY LIGHT UNIT
- SMOKE DETECTOR
- EXIT SIGN, WALL MOUNTED
- EXIT SIGN, CEILING MOUNTED

EGRESS SYMBOLS

- ACTUAL BUILDING OCCUPANT EGRESS LOAD
- MAXIMUM EGRESS CAPACITY [*DOOR WIDTH / EGRESS CAPACITY*]
- TRAVEL DISTANCE FROM MOST REMOTE LOCATION [TD = 0'-0"]
- PROJECT AREA
- OCCUPANCY TYPE / AREA OF ROOM (S-1 | 2551 SF; 300 SF | 9 OCC) / OCCUPANT LOAD / # OF OCCUPANTS

PLAN NORTH

0' 1' 2' 4' 8'

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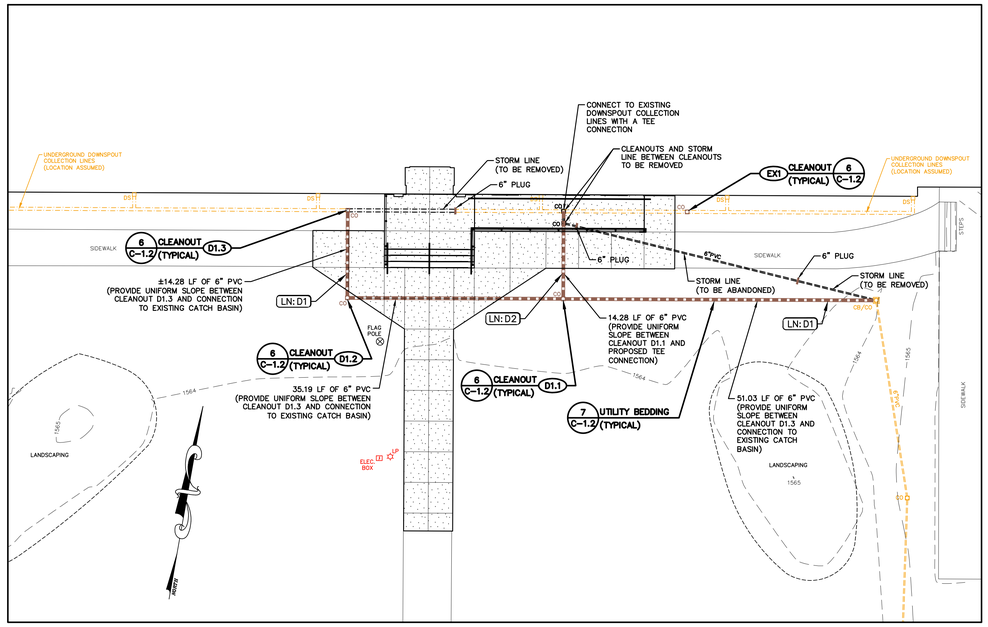
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REVISIONS

PROJECT NO. 022-024
ISSUE DATE May 26, 2023
TITLE
LIFE SAFETY PLANS
SHEET
LS101

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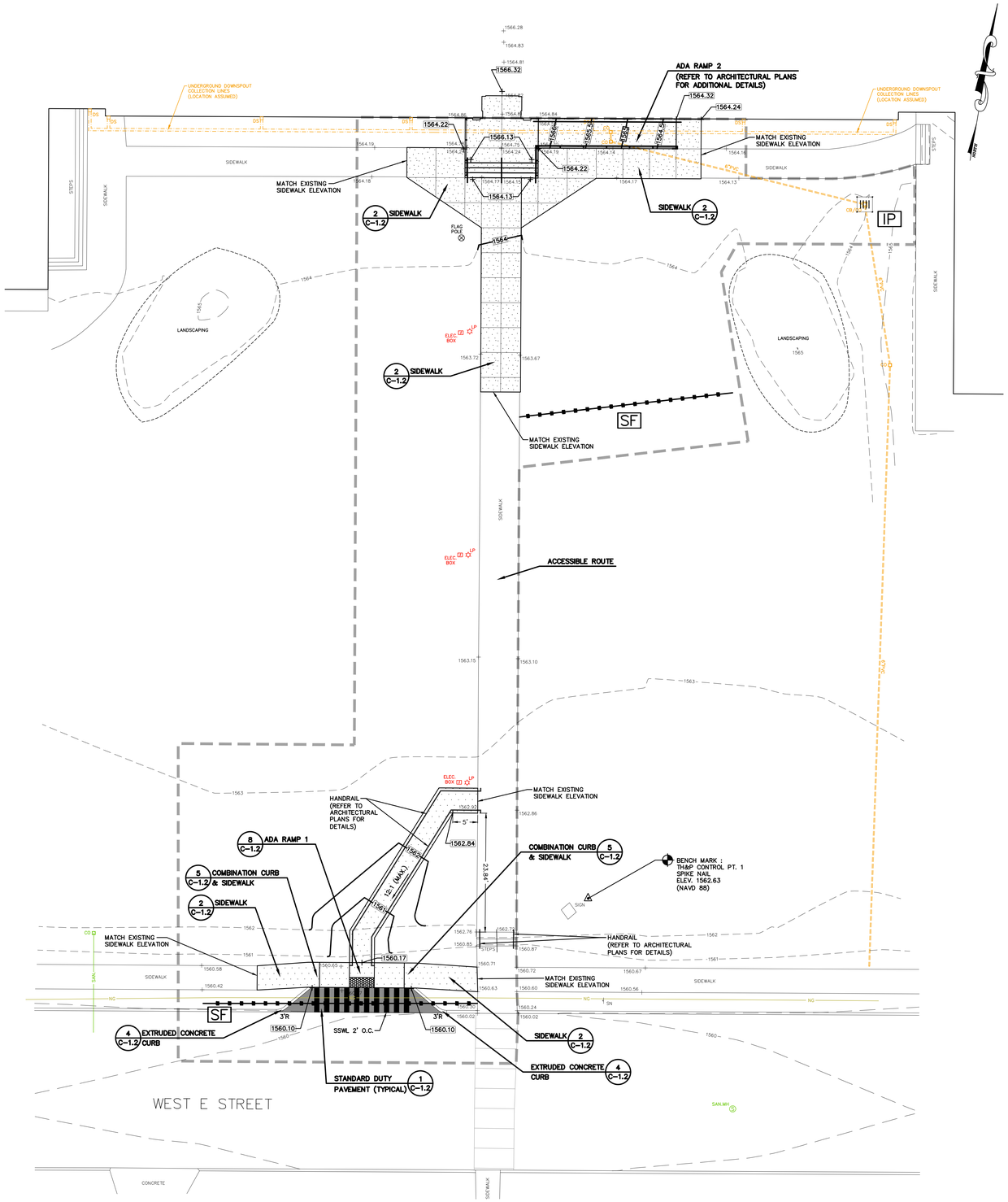
DRAINAGE PLAN

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)

1 inch = 10 ft.



GRAPHIC SCALE

10 0 5 10 20

(IN FEET)

1 inch = 10 ft.

LEGEND

EXISTING	NEW	DESCRIPTION
		BENCHMARK
1561	1561	CONTOUR
1560.10	1560.10	SPOT ELEVATION
		CURB/EDGE OF PAVEMENT
SN		SIGN
		STORM SEWER
		STORM SEWER (ASSUMED LOCATION)
DS		DOWN SPOUT
CB/CO	CO	CATCH BASIN/CLEANOUT
CO		CLEANOUT
SAN		SANITARY SEWER
S		SANITARY MANHOLE
CO		CLEANOUT
LP		LIGHT POLE
ELEC. BOX		ELECTRICAL BOX
NG		NATURAL GAS
PVC		POLYVINYL CHLORIDE
		CONCRETE AREAS
		STANDARD DUTY PAVEMENT

E & S LEGEND

IP	INLET PROTECTION
SF	SILT FENCE
	DISTURBED AREA (0.27 AC±)

NOTICE

LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES SHOWN ARE APPROXIMATE AND THOSE SHOWN ARE NOT NECESSARILY ALL OF THE EXISTING UTILITIES AND STRUCTURES. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND THE EXISTENCE OF ALL UTILITIES AND UNDERGROUND STRUCTURES.

twa
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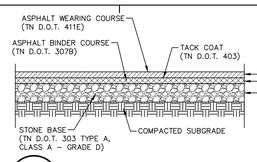
SITE PLAN

SHEET

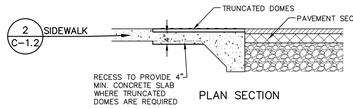
C-1.1

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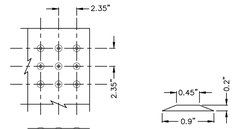
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P:\Jobs-2022\2022110C – Tom Weems, TA Dugger\Drawings\2022110C.dwg – 3.1Mb
C1.1 SITE PLAN



1 C-1.2 STANDARD DUTY PAVEMENT
NTS

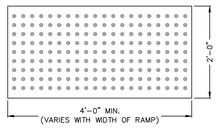


PLAN SECTION



TRUNCATED DOME SPACING

TRUNCATED DOME SECTION



TRUNCATED DOME PLAN VIEW

NOTES:

1. DETECTABLE WARNINGS SHALL MEET THE SPECIFICATIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA).
2. DETECTABLE WARNINGS SHALL BE OF THE PAVER TYPE CAST-IN-PLACE AND SHALL CONFORM WITH MANUFACTURES SPECIFICATIONS. MANUFACTURED BY ADA SOLUTIONS, INC. (800) 372-0519 OR APPROVED EQUIVALENT.
3. PAVER COLOR SHALL BE YELLOW.
4. WIDTH OF DETECTABLE WARNING AREA SHALL BE A MINIMUM OF 4 FEET AND VARY WITH WIDTH OF RAMP.
5. LENGTH OF DETECTABLE WARNING AREA SHALL BE 2 FEET REGARDLESS OF SECTION WIDTH.
6. DETECTABLE WARNING AREA CAN BE SQUARE WHERE USED IN A CURB RADIUS.
7. DETECTABLE WARNING DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.

3 C-1.2 TRUNCATED DOMES
NTS

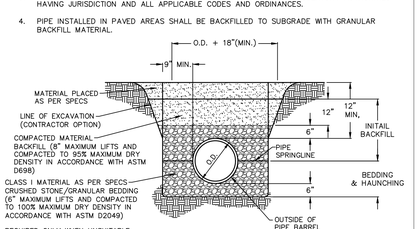
NOTES:

1. CONCRETE EXPANSION JOINT MATERIAL IS TO BE ¾" PREMOLDED FIBER.
2. EXPANSION JOINTS ARE TO BE PLACED AS FOLLOWS:
   A. AT TANGENT POINTS OF CIRCULAR CURBS
   B. BETWEEN CURBS AND ABUTTING RIGID OBJECTS
   C. AT OTHER PLACES WHERE STRESSES MAY DEVELOP
   D. SO AS TO LINE UP WITH PAVEMENT JOINTS WHERE THE ADJACENT PAVEMENT IS CONCRETE
   E. MAXIMUM SPACING IS TO BE 100 FEET
3. CONTRACTION JOINTS ARE TO BE SPACED AT 10 FEET.
4. SAW CUT JOINTS WITHIN 24 HOURS.

5 C-1.2 COMBINATION CURB & SIDEWALK
NTS

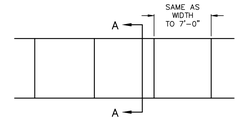
NOTES:

1. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
3. ALL TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE REGULATORY AUTHORITIES HAVING JURISDICTION AND ALL APPLICABLE CODES AND ORDINANCES.
4. PIPE INSTALLED IN PAVED AREAS SHALL BE BACKFILLED TO SUBGRADE WITH GRANULAR BACKFILL MATERIAL.



STORM SEWER PIPE BEDDING (PVC)

7 C-1.2 UTILITY BEDDING
NTS



SECTION A -A

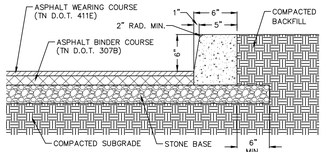
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   B. BETWEEN CURBS AND ABUTTING RIGID OBJECTS
   C. AT OTHER PLACES WHERE STRESSES MAY DEVELOP
   D. SO AS TO LINE UP WITH PAVEMENT JOINTS WHERE THE ADJACENT PAVEMENT IS CONCRETE
   E. MAXIMUM SPACING IS TO BE 100 FEET
3. CONTRACTION JOINTS ARE TO BE SPACED AT 10 FEET.
4. SAW CUT JOINTS WITHIN 24 HOURS.

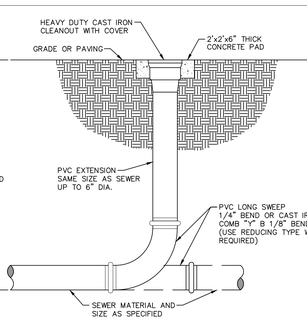
2 C-1.2 SIDEWALK
NTS

NOTES:

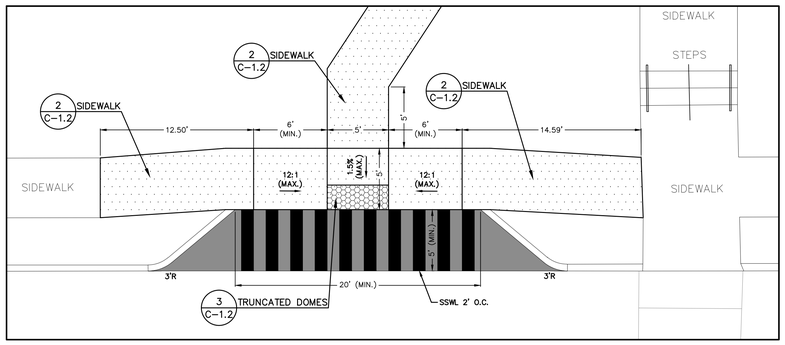
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2. EXPANSION JOINTS ARE TO BE PLACED AS FOLLOWS:
   A. AT TANGENT POINTS OF CIRCULAR CURBS
   B. BETWEEN CURBS AND ABUTTING RIGID OBJECTS
   C. AT OTHER PLACES WHERE STRESSES MAY DEVELOP
   D. SO AS TO LINE UP WITH PAVEMENT JOINTS WHERE THE ADJACENT PAVEMENT IS CONCRETE
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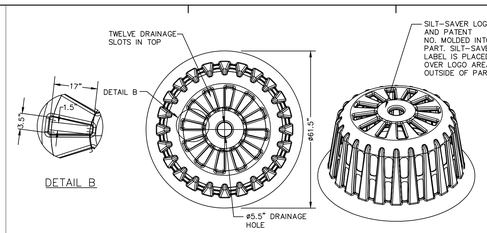
4 C-1.2 EXTRUDED CONCRETE CURB
NTS



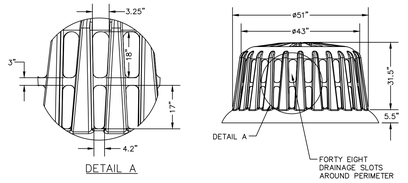
6 C-1.2 CLEANOUT
NTS



8 C-1.2 ADA RAMP #1
NTS



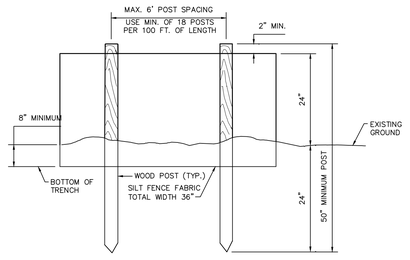
DETAIL B



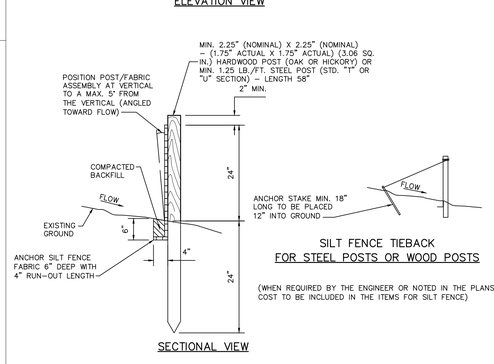
NOTES:

1. INLET PROTECTION SHALL BE AS MANUFACTURED BY SILT-SAVER INC. OR APPROVED EQUAL.

IP INLET PROTECTION
NTS



ELEVATION VIEW



SILT FENCE TIEBACK FOR STEEL POSTS OR WOOD POSTS

(WHEN REQUIRED BY THE ENGINEER OR NOTED IN THE PLANS. COST TO BE INCLUDED IN THE ITEMS FOR SILT FENCE)

SECTIONAL VIEW

SF SILT FENCE
NTS

NOTIFICATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INFORMING THE OWNER IN WRITING PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO REQUESTING FINAL INSPECTION AND PAYMENT.
2. THE CONTRACTOR MUST GIVE ADEQUATE NOTICE TO ALL UTILITY OWNERS PRIOR TO EXCAVATION. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THE CONTRACTOR SHALL NOTIFY TENNESSEE ONE CALL SERVICE AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING. THE TENNESSEE ONE CALL SERVICE CAN BE CONTACTED BY CALLING 811 OR 1-800-351-1111.
3. THE CONTRACTOR SHALL MAINTAIN A LIST OF EMERGENCY CONTACTS WITH EACH AFFECTED UTILITY FOR CASES OF ACCIDENTAL UTILITY DAMAGE.
4. THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING ALL AFFECTED UTILITIES PRIOR TO SUBMITTING A BID TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT.
5. IF AN EXISTING UTILITY IS DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY INSPECTOR AND RECORD THE LOCATION OF THE INCIDENT ON THE AS-BUILT RECORD.
6. EXISTING UTILITY SERVICES SHALL BE MAINTAINED. WHERE SERVICE INTERRUPTION IS UNAVOIDABLE, COORDINATE WITH THE UTILITY OWNER AT LEAST 3 DAYS (72 HOURS) IN ADVANCE REGARDING THE DURATION OF THE INTERRUPTION AND THE PROPER RESTORATION OF SERVICE. CONNECTION TO EXISTING PUBLIC FACILITIES SHALL BE MADE ONLY UNDER THE SUPERVISION OF A REPRESENTATIVE OF THE UTILITY. LIMIT INTERRUPTIONS TO OCCUR AND BE COMPLETED ON MONDAY THRU THURSDAY, 9:00 AM TO 4:00 PM. NO INTERRUPTIONS SHALL OCCUR ON FRIDAYS, WEEKENDS, OR HOLIDAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION TO AFFECTED CUSTOMERS (CONTACT THE UTILITY FOR NOTIFICATION REQUIREMENTS). FOR SHUTDOWNS LONGER THAN 4 HOURS, CONTRACTOR SHALL SUBMIT A TEMPORARY PLAN TO KEEP ALL CUSTOMERS IN SERVICE. ALL COSTS ASSOCIATED WITH MAINTAINING SERVICE TO AFFECTED CUSTOMERS SHALL BE BORNE BY THE CONTRACTOR. THE CONTRACTOR SHALL HAVE ALL PERTINENT PARTS AND MATERIALS ON SITE PRIOR TO SHUTDOWN OF THE UTILITY SYSTEM. CONSTRUCTION EXCAVATION MUST BE PREPARED AND THE UTILITY EXPOSED PRIOR TO SHUTDOWN OF THE SYSTEM.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND/OR PERSONNEL, EQUIPMENT AND/OR EXISTING FACILITIES IN THE DEMOLITION AND CONSTRUCTION DESCRIBED IN THE PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND NOTIFY ALL AFFECTED UTILITY COMPANIES PRIOR TO THE DEMOLITION OF ANY EXISTING UTILITY STRUCTURES. ALL EXISTING UTILITIES INDICATED TO BE ABANDONED SHALL BE CAPPED OFF OR REMOVED.
3. EXISTING CONDITIONS AS DEPICTED ON THE PLANS ARE GENERAL AND ILLUSTRATIVE IN NATURE, AND DO NOT INCLUDE MECHANICAL, ELECTRICAL, OR MISCELLANEOUS STRUCTURES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS PRIOR TO BIDDING ON THE WORK FOR THIS PROJECT. IF CONDITIONS ENCOUNTERED DURING CONSTRUCTION ARE SIGNIFICANTLY DIFFERENT FROM THOSE ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
4. EXISTING ITEMS BOTH ABOVE AND BELOW GRADE SHALL BE REMOVED OR RELOCATED AS SPECIFIED ON THE PLANS, EXCEPT AS NOTED.
5. ALL DEMOLITION WASTE SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.
6. WATER, SANITARY SEWER, STORM SEWER, GAS, POWER, AND TELECOMMUNICATION FACILITY REMOVAL SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY.
7. THE CONTRACTOR SHALL PROVIDE ALL SALVAGEABLE MATERIALS TO THE OWNER, AS APPLICABLE. THE CONTRACTOR SHALL COORDINATE THE MATERIAL TO BE SALVAGED WITH THE OWNER PRIOR TO REMOVAL.
8. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICES DURING DEMOLITION AND CONSTRUCTION PHASES.
9. THE CONTRACTOR SHALL PROTECT TREES FROM DAMAGE DURING CONSTRUCTION, UNLESS INDICATED TO BE REMOVED. FOR TREES TO BE PRESERVED, AN AREA SHALL BE ESTABLISHED AT ONE-HALF THE DISTANCE BETWEEN THE DRIP LINE AND THE TRUNK OF THE TREE, WHICH SHALL NOT BE DISTURBED BY CONSTRUCTION ACTIVITY, EXCLUDING SODDING OR THE PLACEMENT OF OTHER LANDSCAPE MATERIALS. THIS AREA SHALL BE BARRICADED AND MARKED WITH SIGNAGE DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL SIGNS WITH THE GOVERNING AUTHORITY.

CLEARING & GRUBBING NOTES

1. THE CONTRACTOR SHALL STRIP TOPSOIL, VEGETATION, AND PAVEMENT AS NEEDED TO COMPLETE THE WORK AS SHOWN ON THE CONSTRUCTION PLANS. CLEAR AND GRUB REMAINING AREAS IN CONSTRUCTION LIMITS.
2. ALL WASTE AND CONSTRUCTION DEBRIS SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.
3. ANY OFF-SITE CLEARING OR GRUBBING SHALL BE PERFORMED ONLY AFTER OBTAINING A LETTER OF PERMISSION FROM THE RESPECTIVE PROPERTY OWNER.
4. ALL OFF-SITE BORROW OR DISPOSAL AREAS SHALL BE PERMITTED IN ACCORDANCE WITH LOCAL AND TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) REQUIREMENTS.
5. UNLESS OTHERWISE INDICATED TO REMAIN, ALL EXISTING STRUCTURES, FENCING, TREES, ETC. WITHIN CONSTRUCTION AREA SHALL BE REMOVED & DISPOSED OF OFFSITE.

GENERAL LAYOUT NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING THE AREAS AND CONDITIONS UNDER WHICH THE PROJECT IS TO BE CONSTRUCTED AND NOTIFY THE ENGINEER OF CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK.
2. THE CONTRACTOR SHALL IDENTIFY REQUIRED LINES, LEVELS, AND DATUM PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL PROTECT BENCHMARKS, PROPERTY CORNERS, AND ALL OTHER SURVEY MARKERS FROM DAMAGE AND/OR DESTRUCTION.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LAYOUT ALL THE FACILITIES BEING CONSTRUCTED, RELOCATED, AND/OR ADJUSTED WITHIN THE CONTRACT.
5. ALL DIMENSIONS ARE REFERENCED TO THE FACE OF CURB UNLESS OTHERWISE INDICATED.
6. TYSINGER, HAMPTON & PARTNERS, INC. WILL PROVIDE A DIGITAL FILE FOR USE IN SITE LAYOUT, IF REQUIRED.

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE GOVERNING AGENCY, UTILITY, AND THE OWNER, AS APPLICABLE.
2. THE GOVERNING AUTHORITY MUST CLEAR ANY WORK BEING DONE ON PUBLIC RIGHT-OF-WAY AND A PERMIT MUST BE ISSUED.
3. THE CONTRACTOR SHALL COORDINATE THE RELOCATION AND/OR ADJUSTMENT OF EXISTING UTILITIES (E.G., WATER, SANITARY SEWER, STORM SEWER, POWER, TELECOMMUNICATION, GAS, ETC.) WITH THE RESPECTIVE UTILITY OWNER.
4. NOTHING IN THE GENERAL NOTES SHALL RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF MAINTAINING THE SAFETY AND CONVENIENCE OF THE PUBLIC AND BUSINESSES ALONG/ADJACENT TO THE PROPOSED CONSTRUCTION AREA.
5. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SAFETY FENCE AROUND ALL WORK AREAS AS NEEDED TO PROTECT PREMISES FROM ENTRY BY UNAUTHORIZED PERSONS.
6. ALL TRENCHING, PIPE-LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
7. ALL SLOPES NOT OTHERWISE INDICATED SHALL BE 4:1 OR FLATTER.
8. THE CONTRACTOR SHALL PLACE A MINIMUM OF 4-INCHES OF TOPSOIL ON ALL DISTURBED AREAS EXCEPT THOSE THAT ARE SCHEDULED FOR PAVEMENT, RIP-RAP, CONCRETE, AND/OR OTHER HARDSCAPES. THE CONTRACTOR SHALL ALSO APPLY SEED, FERTILIZER, MULCH, AND WATER AS NECESSARY UNTIL AN ADEQUATE STAND OF VEGETATION IS ESTABLISHED. SOIL AMENDMENTS MAY BE USED IN LIEU OF TOPSOIL TO TEMPORARILY STABILIZE ROUGH GRADED AREAS WITH A VIGOROUS STAND OF VEGETATION.
9. SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
10. ALL EXISTING TREES, VEGETATION, STRUCTURES, ORGANIC TOPSOIL, ETC. SHALL BE STRIPPED AND REMOVED FROM THE CONSTRUCTION AREA.
11. ANY OFFSITE GRADING SHALL BE PERFORMED BY LETTER OF PERMISSION ONLY.
12. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS APPLICABLE.
13. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADA ACCESSIBILITY GUIDELINES, AS APPLICABLE.
14. POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL CONFORM TO ASTM D-3034 AND HAVE A STANDARD DIMENSION RATIO (SDR) OF 35 OR CONFORM TO ASTM F-679.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING, OBTAINING, AND PAYING FOR ALL INSPECTIONS AND TESTS REQUIRED. REQUIRED INSPECTIONS AND TESTS SHALL BE PERFORMED BY INDEPENDENT INSPECTORS, TESTING LABORATORIES, OR OTHER QUALIFIED INDIVIDUALS/ENTITIES, WHICH ARE ACCEPTABLE TO THE OWNER AND ENGINEER.
16. THE CONTRACTOR SHALL PROVIDE DENSITY TESTING FOR QUALITY CONTROL DURING STRUCTURAL FILL AND BACKFILL OPERATIONS BENEATH IMPROVED AREAS INCLUDING BUT NOT LIMITED TO DRIVEWAYS, STREETS, SIDEWALKS, ETC., AND WHERE NON-RIGID AND RIGID TYPE SURFACING ARE TO BE REPLACED.
17. ALL STRUCTURAL FILL SHALL BE PLACED IN LIFTS OF NO MORE THAN 8 INCHES. STRUCTURAL FILL SHALL BE COMPACTED TO 98% MAXIMUM DRY DENSITY (ASTM D698) WITH A MOISTURE CONTENT WITHIN 2% OF OPTIMUM, OR AS DIRECTED BY A GEOTECHNICAL ENGINEER.
18. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND "THE AMERICANS WITH DISABILITIES ACT", AS APPLICABLE.
19. UNLESS OTHERWISE INDICATED, ALL EXCAVATION SHALL BE UNCLASSIFIED.

RESTORATION NOTES

1. TEMPORARY RESTORATION SHALL BE PART OF THE IN-PLACE COST OF CONSTRUCTING THE ASSOCIATED PERMANENT ITEM.
2. EXISTING FEATURES, INCLUDING BUT NOT LIMITED TO, CURBING, FENCING, SIDEWALKS, APRONS, PAVEMENT MARKINGS, MAIL BOXES, DRIVEWAYS, AND OTHER INCIDENTAL ITEMS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN-KIND TO AT LEAST THE ORIGINAL CONDITIONS OR REPAIRED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. PAYMENT FOR RESTORATION OF MISCELLANEOUS EXISTING FEATURES SHALL NOT BE MADE UNLESS SPECIFICALLY CALLED FOR ON THE BID FORM.
3. ALL DISTURBED AREAS MUST BE TOPSOILED, SEEDED, MULCHED, AND RETURNED TO ORIGINAL CONDITION.
4. ALL DISTURBED AREAS SHALL BE THOROUGHLY COMBED WITH A MECHANICAL DEVICE FOR REMOVING STONES SUCH AS A ROCK HOUND OR HARLEY RAKE TO VERIFY THAT NO ROCKS HAVE BEEN LEFT AT THE FINISHED SURFACE FOLLOWING CONSTRUCTION ACTIVITIES. VERIFICATION THAT ALL ROCKS AT THE SURFACE HAVE BEEN REMOVED SHALL BE REQUIRED BEFORE PERMANENT SEED AND STRAW ARE APPLIED.

SPECIAL NOTES

1. STORM, SURFACE, NUISANCE, OR OTHER WATERS MAY BE ENCOUNTERED AT VARIOUS TIMES DURING CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL ASSUME ANY AND ALL RISKS AND LIABILITIES ARISING THEREFROM.
2. COMPENSATION FOR ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS FOR THE ENTIRE CONTRACT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE RESPECTIVE LINE ITEM.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL CONDITIONS SPECIFIED IN THE PERMITS FOR THIS PROJECT, AND THE CONTRACTOR SHALL PAY ANY FINES ISSUED FOR NON-COMPLIANCE.
4. MEANS AND METHODS OF CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

EROSION AND SEDIMENT CONTROL NOTES

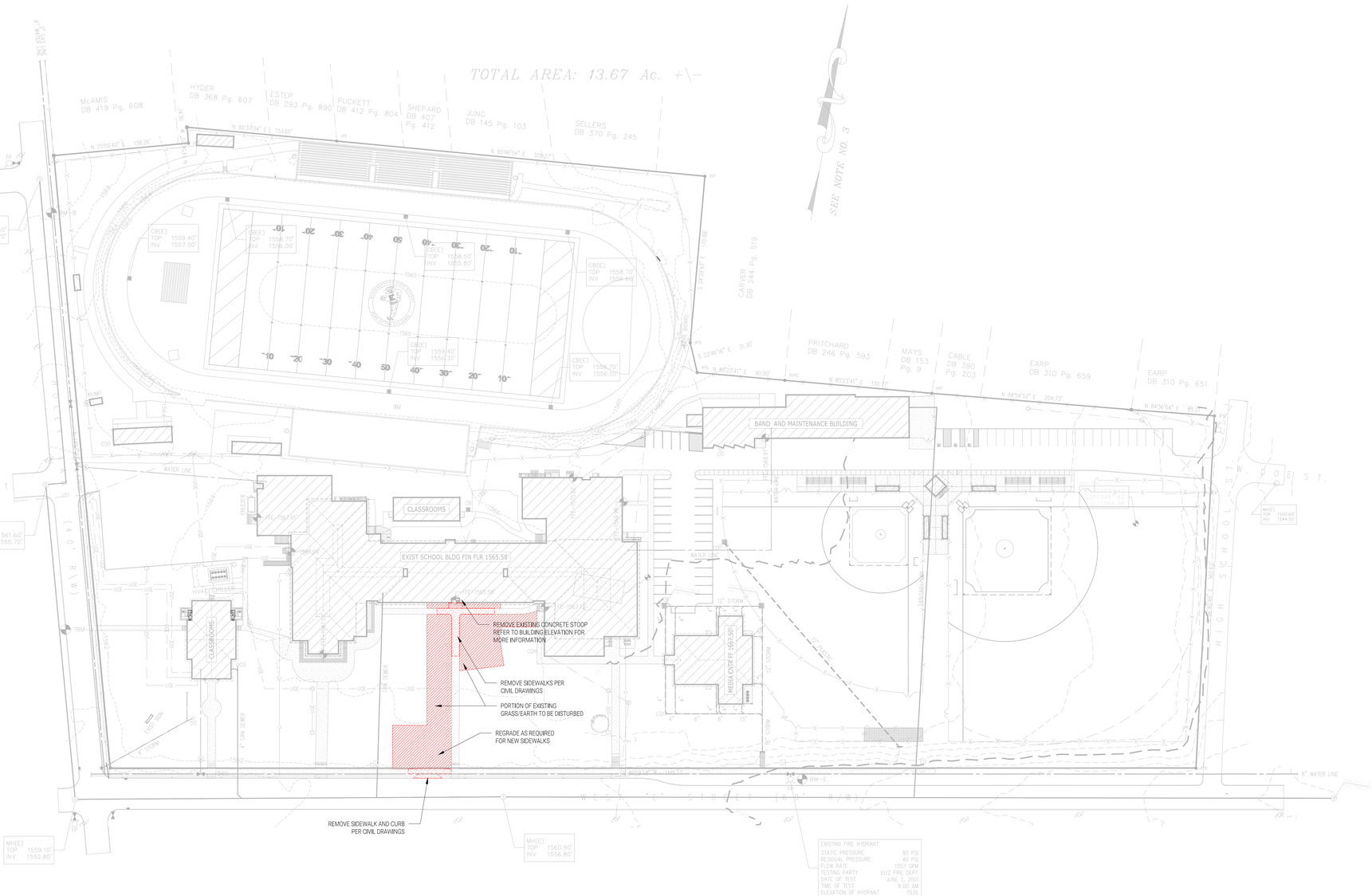
1. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROLS AS SPECIFIED ON THE EROSION AND SEDIMENT CONTROL PLAN.
2. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK, AS APPLICABLE.
3. FOR DETAILS NOT PROVIDED, REFER TO THE LATEST EDITION OF THE TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO THE START OF ALL CONSTRUCTION. EROSION AND SEDIMENT CONTROLS SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF CONSERVATION (TDEC) RULES AND REGULATIONS.
5. SILT FENCE SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF ALL STOCKPILED SOIL.
6. THE CONTRACTOR SHALL PLACE A MINIMUM OF 4-INCHES OF TOPSOIL ON ALL DISTURBED AREAS EXCEPT THOSE THAT ARE SCHEDULED FOR PAVEMENT, CONCRETE, AND/OR OTHER HARDSCAPES. THE CONTRACTOR SHALL ALSO PREPARE THE SOIL, APPLY SEED, FERTILIZER, MULCH, AND WATER AS NECESSARY UNTIL AN ADEQUATE STAND OF VEGETATION IS ESTABLISHED. SOIL AMENDMENTS MAY BE USED IN LIEU OF TOPSOIL TO TEMPORARILY STABILIZE ROUGH GRADED AREAS WITH A VIGOROUS STAND OF VEGETATION.

EROSION AND SEDIMENT CONTROL CONSTRUCTION SEQUENCE

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A GRADING PERMIT AND ANY OTHER PERMITS REQUIRED PRIOR TO BEGINNING CONSTRUCTION. A PRECONSTRUCTION MEETING BETWEEN THE CONTRACTOR AND THE CITY OF JOHNSON CITY STORM WATER MANAGEMENT STAFF IS REQUIRED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT DAVID ROCK AT 423-975-2725 TO SCHEDULE A MEETING.
2. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN(S) AND IN AREAS THAT WILL HAVE SILT LADEN RUNOFF.
3. THE CONTRACTOR SHALL STRIP TOPSOIL AND VEGETATION IN AREAS WHERE ENGINEERED FILL IS TO BE PLACED AS SHOWN ON THE GRADING PLAN. CLEAR AND GRUB REMAINING AREAS IN THE CONSTRUCTION LIMITS.
4. THE CONTRACTOR SHALL CONSTRUCT PROJECT FACILITIES IN ACCORDANCE WITH APPROVED CONSTRUCTION DRAWINGS, WHILE MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES.
5. THE CONTRACTOR SHALL ESTABLISH VEGETATION IN ACCORDANCE WITH THE SEEDING SCHEDULE IN AREAS WHERE WORK IS COMPLETE TO PREVENT EROSION.
6. RESEEDING OR SODDING ANY DENUDED AREA SHALL BE REQUIRED WHERE NO CONSTRUCTION ACTIVITY HAS OCCURRED WITHIN 14 DAYS. STEEP SLOPES (35% GRADE OR GREATER) SHALL BE TEMPORARILY STABILIZED NO LATER THAN 7 DAYS AFTER CONSTRUCTION ACTIVITY ON THE SLOPE HAS TEMPORARILY OR PERMANENTLY CEASED.
7. THE CONTRACTOR SHALL CHECK AND MAINTAIN ALL EROSION CONTROL MEASURES DAILY AND AFTER EACH RAINFALL. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGED MEASURES.
8. ALL OFF-SITE OR STREET SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP WITHIN 24 HOURS AFTER THE OCCURRENCE. ALL OTHER OFF-SITE OR STREET SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE CLEANED UP AFTER EACH WORK DAY. PRODUCTIVE WORK MAY NOT COMMENCE UNTIL OFF-SITE SEDIMENT DEPOSITS HAVE BEEN REMOVED, UNLESS ALLOWED BY THE ENGINEER. IF PRIVATE PROPERTY IS AFFECTED, THE CONTRACTOR SHALL NOT INITIATE ANY REMEDIATION OR SEDIMENT REMOVAL WITHOUT PROPER CONSENT OF THE AFFECTED PROPERTY OWNER. TDEC MUST BE CONSULTED PRIOR TO ANY REMEDIATION OR RESTORATION WITHIN ANY STREAM OR OTHER WATERS OF THE STATE.
9. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AFTER CONSTRUCTION IS COMPLETED AND A HEALTHY STAND OF VEGETATIVE COVER HAS STABILIZED ALL SLOPES.

SPILLS AND NON-STORMWATER CONTINGENCIES

1. CONSTRUCTION VEHICLES SHALL CLEAN MUD FROM THEIR TIRES AND BODY ON-SITE SO THAT THE SEDIMENT WILL FLOW INTO SEDIMENT CONTROL DEVICES. ANY SEDIMENT THAT ENDS UP IN THE STREET OR OTHER PLACES OFF-SITE SHALL BE CLEANED UP WITH A SHOVEL AND BROOM OR OTHER MEANS BEFORE THE NEXT RAINFALL BUT SHALL NOT BE WASHED AWAY USING WATER. THE CLEANED UP SEDIMENT SHALL BE PLACED BACK ON-SITE OR TAKEN TO ANOTHER SITE WITH AN APPROVED AND FUNCTIONING SEDIMENT CONTROL PLAN.
2. VEHICLES AND EQUIPMENT SHALL BE FUELED ON-SITE NEAR THE CONSTRUCTION EXIT IN A DESIGNATED CONTAINMENT AREA. CLEAN UP ANY FUEL SPILL IMMEDIATELY. CONTAMINATED SOILS WILL BE PLACED ON HEAVY PLASTIC AND COVERED OR PLACED IN APPROVED CONTAINERS TO PREVENT CONTACT WITH STORMWATER. ALL FUEL TANKS SHALL BE STORED IN THE CONTAINMENT AREA. ALL OIL, OTHER VEHICLE FLUIDS, SOLVENTS, PAINT, ETC. SHALL BE STORED IN A CONSTRUCTION TRAILER OR OTHER APPROVED CONTAINER.
3. ABSORBENT MATERIAL (FOR LAND BASED SPILLS), BOOMS (FOR SPILLS INTO WATERWAYS), AND OTHER HAZARDOUS MATERIAL CLEANUP TOOLS AS NECESSARY SHALL BE AVAILABLE FOR IMMEDIATE USE IF AN ON-SITE SPILL OCCURS. IF A SPILL OF HAZARDOUS MATERIALS OCCURS, THE SPILL SHALL BE CONTAINED IMMEDIATELY AND THEN COMPLETELY CLEANED UP. IF THE SPILL HAS ENTERED A WATER SOURCE, SINKHOLE, STORM DRAIN, OR OTHER STORMWATER CONVEYANCE, THE LOCAL GOVERNMENT AUTHORITY SHALL BE CONTACTED IMMEDIATELY. ANY CONTAMINATED MATERIAL FROM THE CLEANUP SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL STATE LAWS.
4. READY-MIX CONCRETE TRUCKS SHALL WASH OUT THEIR EQUIPMENT IN A DESIGNATED WASH PIT. THIS WASH PIT IS T



1 DEMOLITION ARCHITECTURAL SITE PLAN

1" = 50'

DEMO SITE PLAN LEGEND

<---------->	INDICATES ALL ITEMS TO BE REMOVED OR DEMOLISHED. CALLOUTS NOTED FOR COORDINATION. NOT ALL ITEMS INDICATED FOR REMOVAL WILL HAVE CALL OUT OR KEYED NOTES.

GENERAL NOTES - DEMO SITE

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDICTION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCTION.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
4	ALL DIMENSIONS MUST BE CHECKED AND VERIFIED ON SITE BY THE CONTRACTOR PRIOR TO COMMENCING AND CONSTRUCTION. REPORT ANY AND ALL DISCREPANCIES TO THE ARCHITECT/OWNER.
5	INFORMATION SHOWN ON THIS DRAWING REPRESENTS EXISTING CONDITIONS AS DEFINED BY RECORD DRAWINGS AND FIELD MEASUREMENTS BY THE ARCHITECT. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS AFFECTING DEMOLITION AND NEW CONSTRUCTION.
6	MAINTAIN ONGOING PROTECTION OF PROJECT FROM WEATHER AND MAINTAIN SECURITY TO THE PROJECT FROM DAMAGE.
7	DURING THE COURSE OF THE WORK, THE CONTRACTOR MAY UNCOVER EXISTING CONSTRUCTION THAT IS IN NEED OF REPAIR, REMOVAL, OR REPLACEMENT. IN THE CASE OF SUCH CONDITIONS, CONTACT THE ARCHITECT PRIOR TO WORK IN THESE AREAS.
8	VERIFY WITH OWNER/ARCHITECT WHICH ITEMS INDICATED TO BE REMOVED ARE TO BE REUSED IN THE PROJECT OR TURNED OVER TO THE OWNER. ITEMS NOT SO DESIGNATED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF.
9	CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE ON THE REMOVAL, REPLACEMENT, AND/OR REUSE OF ANY EXISTING EQUIPMENT AND FIXTURES BEFORE DEMOLITION.
10	THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY SHUT-OFFS AND CAPPING REQUIRED BY THE EXTENT OF DEMOLITION INCLUDED IN THIS PROJECT. SHUT-OFF AND CAP ALL UTILITIES NOT DIRECTLY ADJACENT TO DEMOLITION AREAS AS REQUIRED TO COMPLETE WORK INCLUDED IN THIS CONTRACT.
11	DEMOLITION ITEMS INCLUDE ARCHITECTURAL ITEMS SUCH AS DOORS, FRAMES, WINDOWS, CEILINGS AND FINISHES AS NOTED; MECHANICAL ITEMS SUCH AS PLUMBING FIXTURES, PLUMBING WASTE AND SUPPLY SYSTEMS, HVAC EQUIPMENT, HVAC DUCTWORK, GRILLES AND DIFFUSERS AS NOTED; FIRE PROTECTION ITEMS SUCH AS SPRINKLER HEADS AND PIPING. ELECTRICAL ITEMS SUCH AS LIGHTING FIXTURES, POWER DISTRIBUTIONS SYSTEMS, COMMUNICATION SYSTEMS, DATA SYSTEMS AND LIFE SAFETY EQUIPMENT/DEVICES AS NOTED. REFER TO MECHANICAL/ELECTRICAL PLANS FOR ADDITIONAL INFORMATION ABOUT M/P/E SYSTEMS WORK INCLUDED IN THIS PROJECT.
12	THE CONTRACTOR IS RESPONSIBLE FOR RE-ROUTING AND RE-CONNECTING EXISTING MECHANICAL, ELECTRICAL AND LIFE SAFETY SYSTEMS INTERRUPTED BY DEMOLITION WORK INCLUDED IN THIS CONTRACT TO MAINTAIN CONTINUITY AND OPERATION OF EXISTING SYSTEMS AND SERVICES.
13	FIRE STOP AND SEAL ALL ABANDONED OPENINGS AND PENETRATIONS IN RATED PARTITIONS, RATED FLOOR/CEILING ASSEMBLIES AND RATED ROOF/CEILING ASSEMBLIES.
14	COMPLETELY DEMOLISH AND REMOVE EXISTING IMPROVEMENTS AND FINISHES AS NOTED.
16	CONTRACTOR TO COORDINATE WORK SCHEDULE WITH OWNER REPRESENTATIVE TO ACCOMMODATE SCHEDULES AND LEVEL OF NOISE DURING DEMOLITION AND CONSTRUCTION.
17	THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF AREAS ADJACENT TO THE PROJECT AREA. ALL WORK AREAS THAT IMPACT NORMAL TRAFFIC AND OCCUPANCY ARE TO BE CLEANED AND RESTORED FOR USE EACH DAY.
18	THE OWNER IS RESPONSIBLE FOR THE REMOVAL OF FURNITURE, OWNER A/V & IT EQUIPMENT AND DECORATIONS IN AREAS AFFECTED BY WORK.
19	THE OWNER IS RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF EXISTING SECURITY CAMERAS AND ELECTRONIC DOOR HARDWARE. GC TO COORDINATE WITH OWNER SECURITY VENDOR.

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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

TITLE

DEMOLITION ARCHITECTURAL SITE PLAN

SHEET

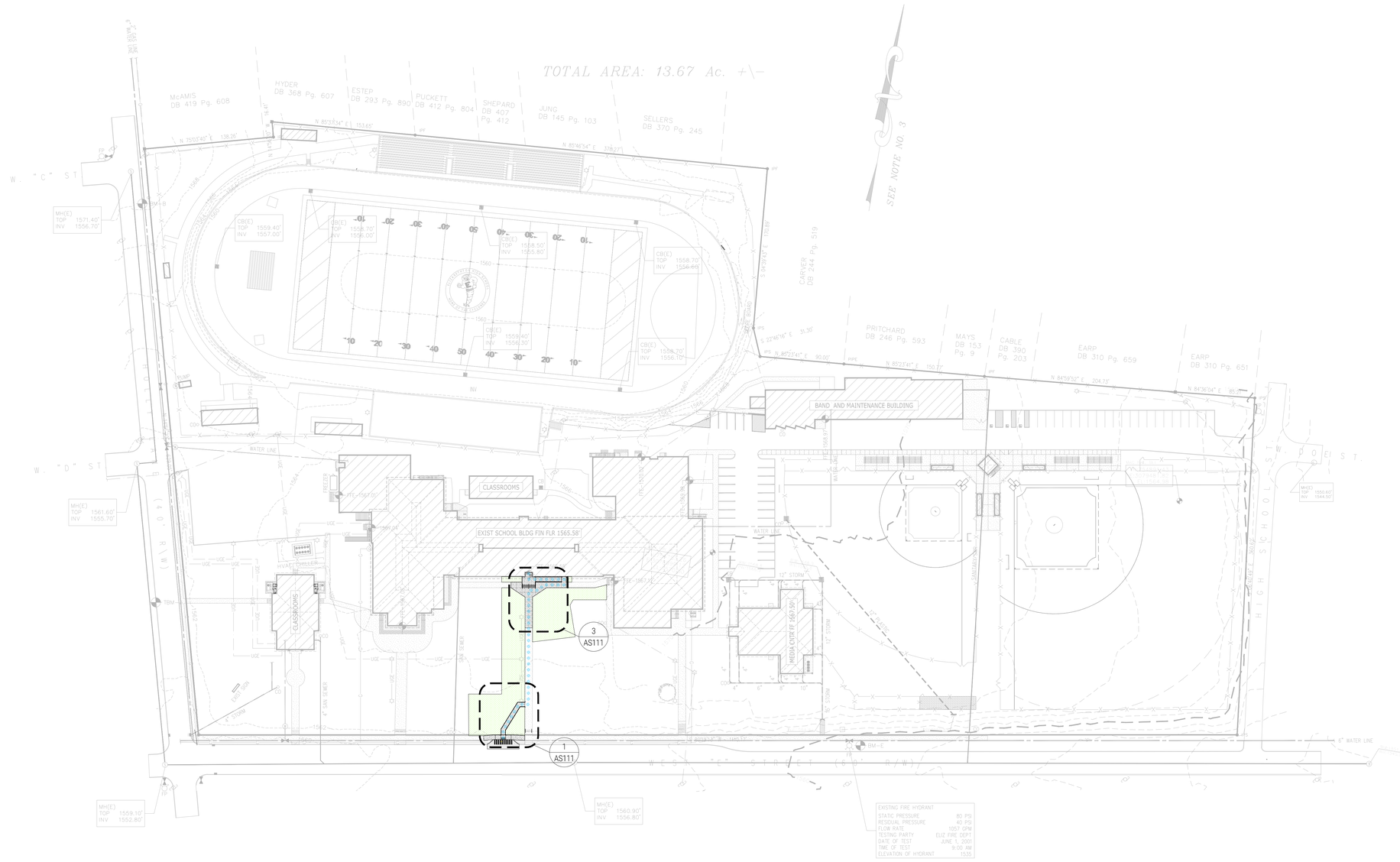
AS100

0' 25' 50' 100'

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PLAN LEGEND

	RE-SEED AREA, SEE SPECIFICATIONS
	ADA COMPLIANT ROUTE TO / FROM SCHOOL BUILDING



1 **ARCHITECTURAL SITE PLAN**
1" = 50'

0' 25' 50' 100'

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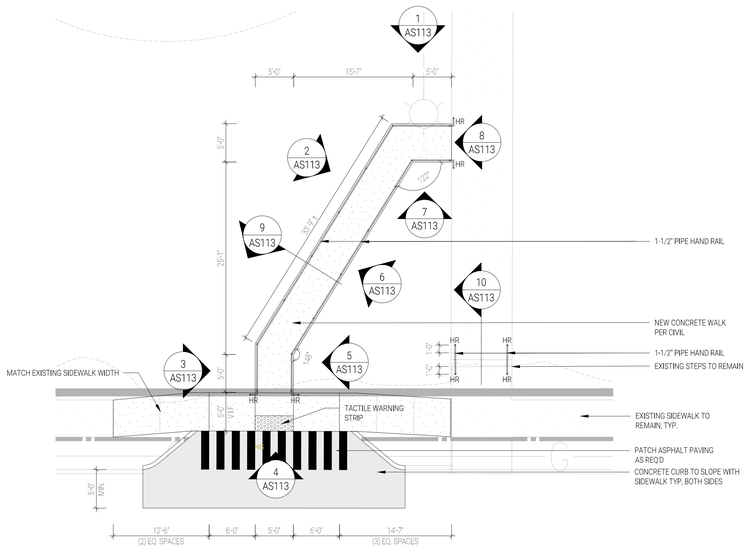
REVISIONS

PROJECT NO. 022-024
ISSUE DATE May 26, 2023

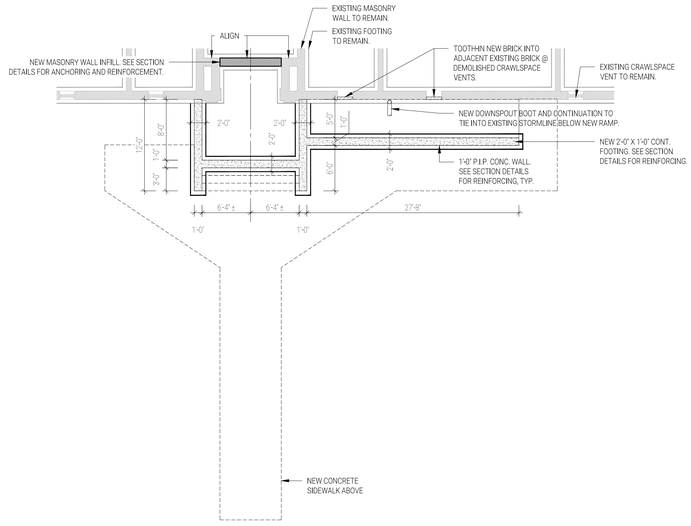
TITLE
ARCHITECTURAL SITE PLAN

SHEET
AS101

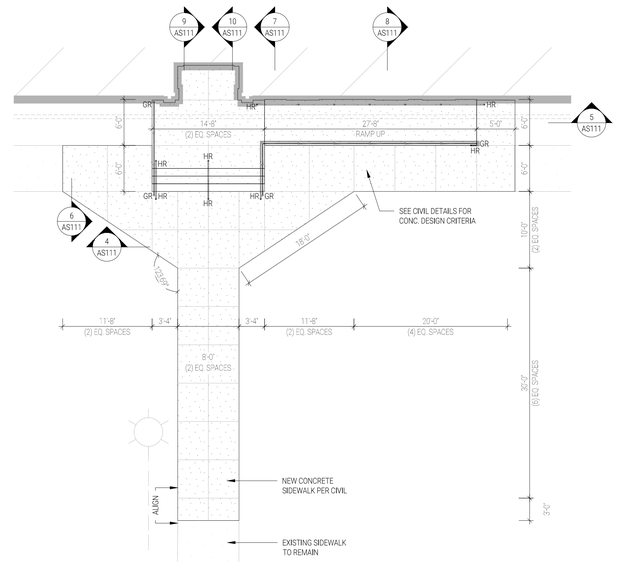
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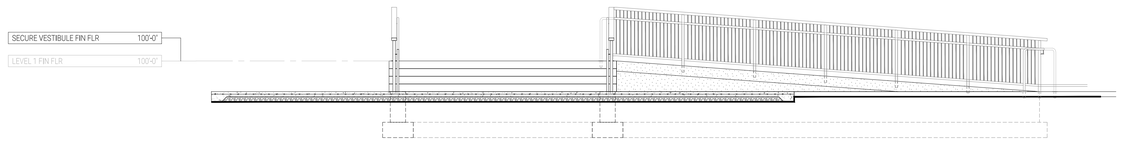
1 ENLARGED SITE PLAN
1/8" = 1'-0"



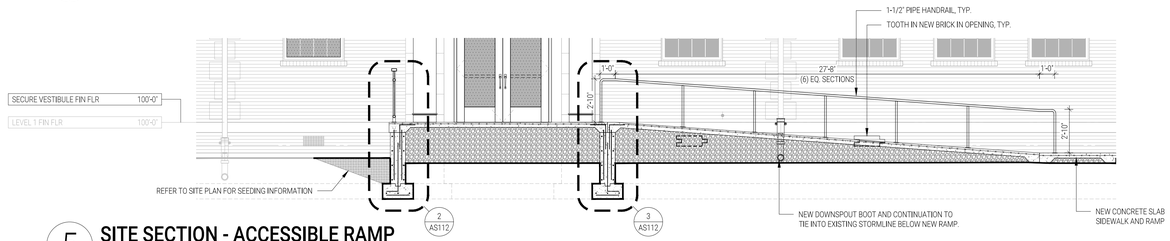
2 ENLARGED FOUNDATION PLAN
1/8" = 1'-0"



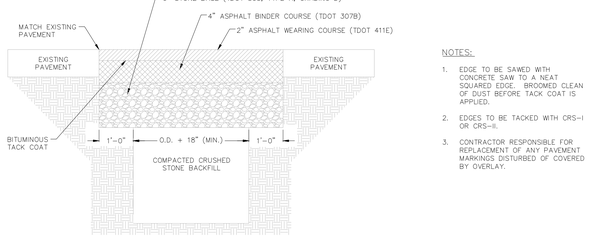
3 ENLARGED SITE PLAN
1/8" = 1'-0"



4 SITE ELEVATION - ACCESSIBLE RAMP
1/4" = 1'-0"



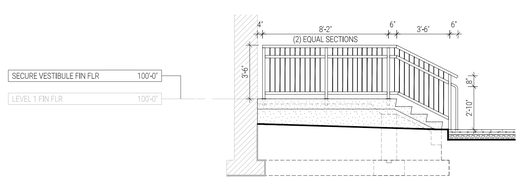
5 SITE SECTION - ACCESSIBLE RAMP
1/4" = 1'-0"



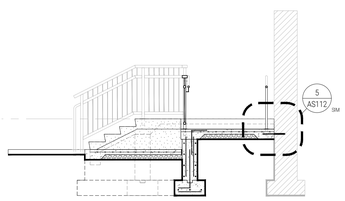
NOTES:

1. EDGE TO BE SAWED WITH CONCRETE SAW TO A NEAT SQUARED EDGE. BROOMED CLEAN OF DUST BEFORE TACK COAT IS APPLIED.
2. EDGES TO BE TACKED WITH CRS-1 OR CRS-1h.
3. CONTRACTOR RESPONSIBLE FOR REPLACEMENT OF ANY PAVEMENT MARKINGS DISTURBED OF COVERED BY OVERLAY.

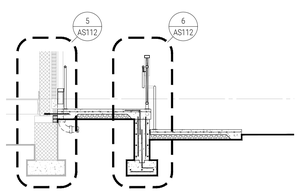
5.1 ASPHALT PATCHING DETAIL
N.T.S. | FOR REFERENCE ONLY



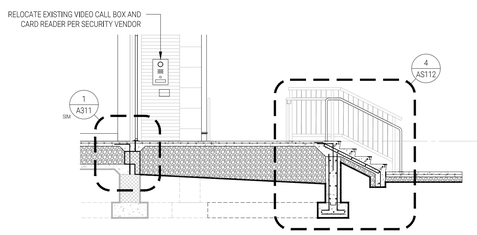
6 SITE ELEVATION - STAIRS
1/4" = 1'-0"



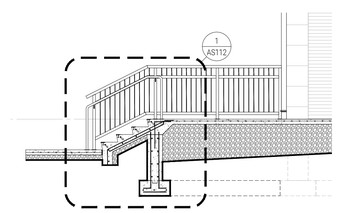
7 SITE ELEVATION - STAIRS
1/4" = 1'-0"



8 SITE SECTION - STAIRS
1/4" = 1'-0"



9 SITE SECTION - STAIRS
1/4" = 1'-0"



10 SITE SECTION - STAIRS
1/4" = 1'-0"

twa
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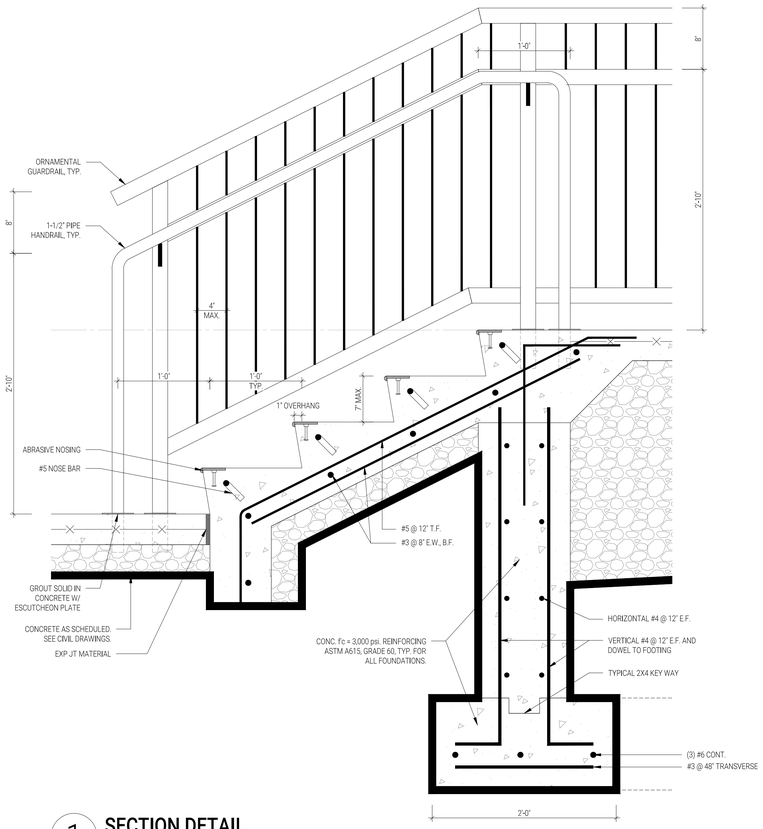
PROJECT NO. 022-024
ISSUE DATE May 26, 2023
TITLE

ENLARGED SITE PLANS & SITE DETAILS

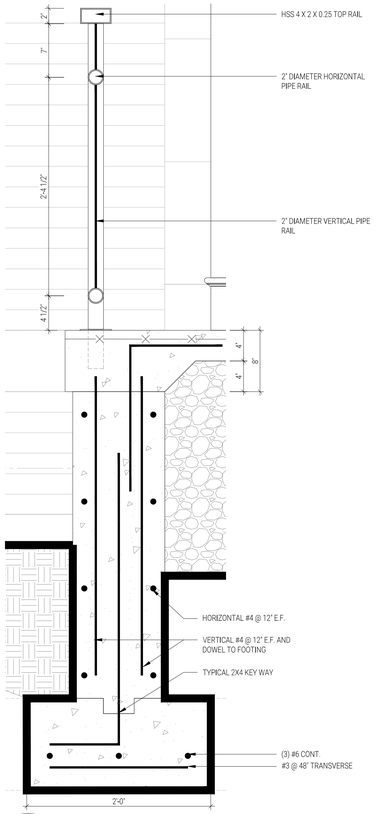
SHEET

AS111

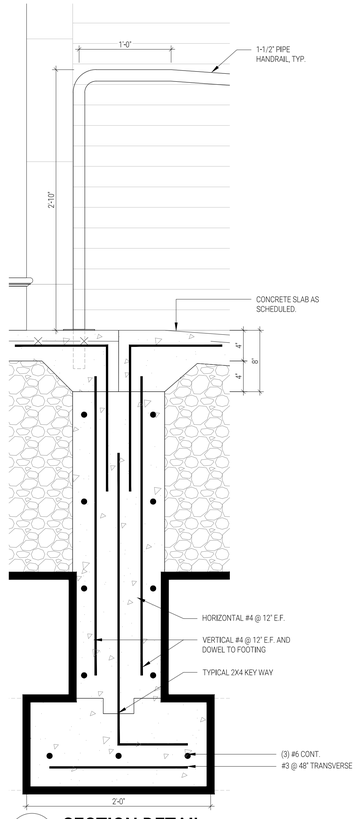
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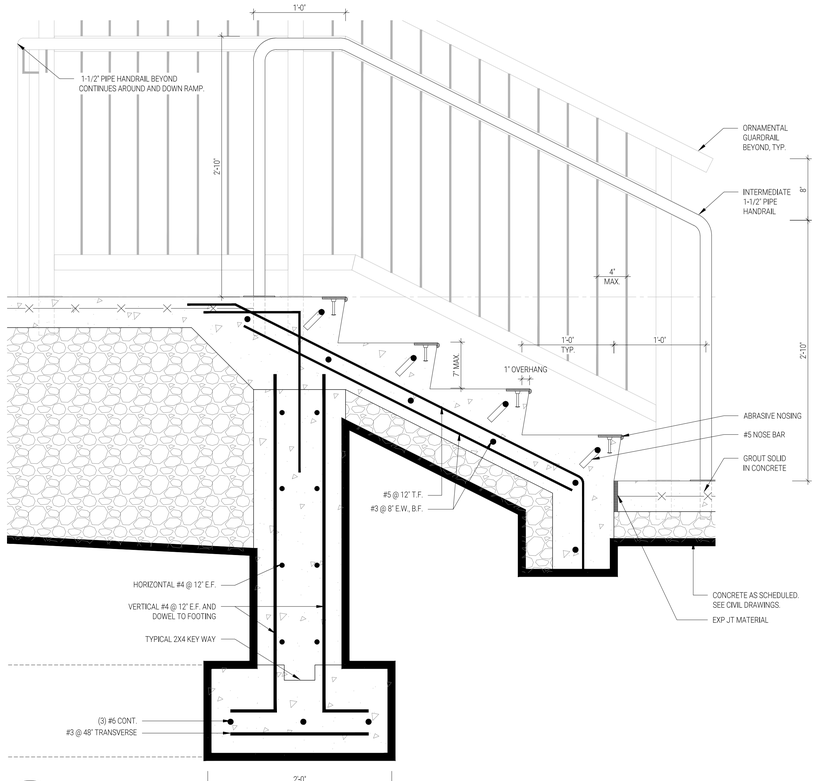
1 SECTION DETAIL
1 1/2" = 1'-0"



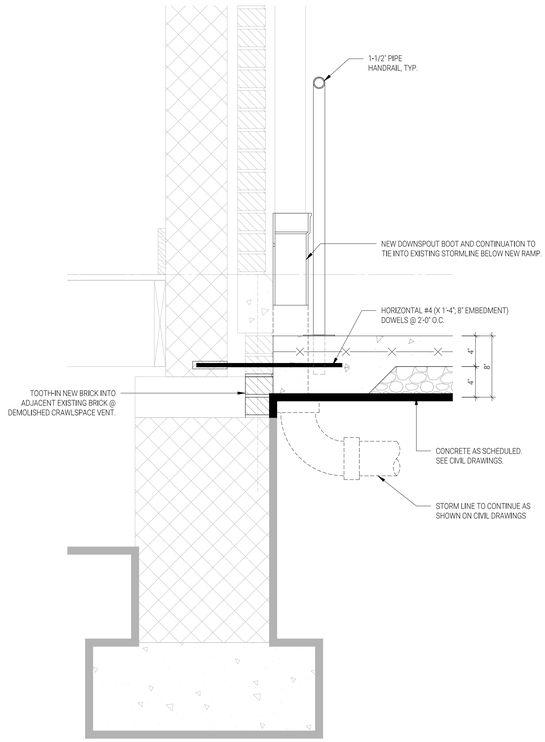
2 SECTION DETAIL
1 1/2" = 1'-0"



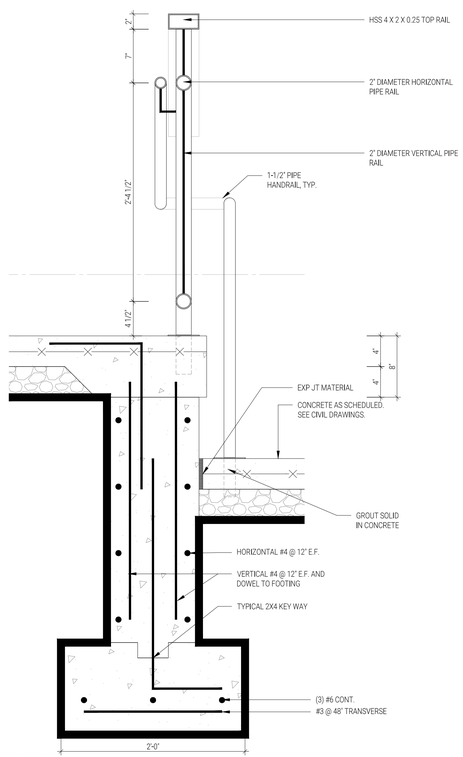
3 SECTION DETAIL
1 1/2" = 1'-0"



4 SECTION DETAIL
1 1/2" = 1'-0"



5 SECTION DETAIL
1 1/2" = 1'-0"



6 SECTION DETAIL
1 1/2" = 1'-0"

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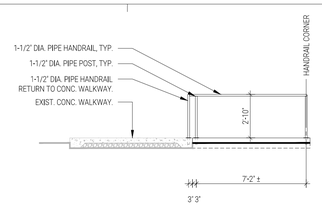
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ISSUE DATE May 26, 2023
TITLE

SITE DETAILS

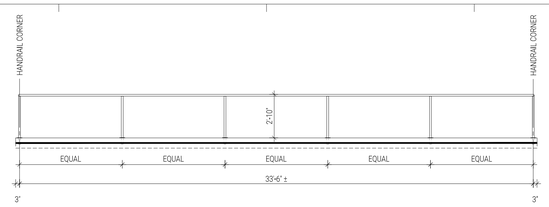
SHEET

AS112

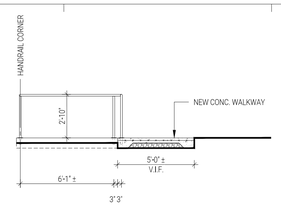
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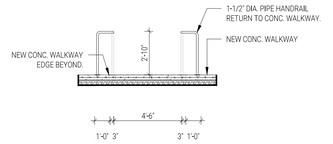
1 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



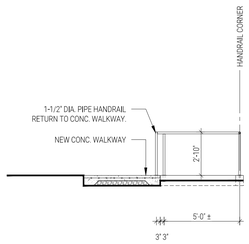
2 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



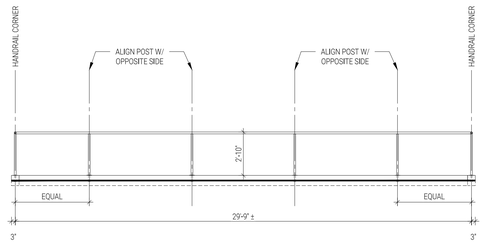
3 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



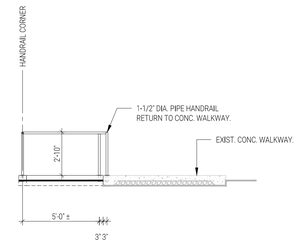
4 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



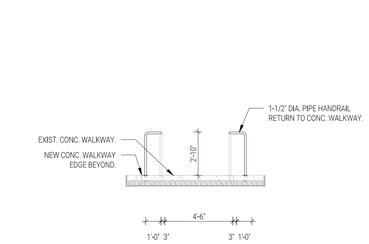
5 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



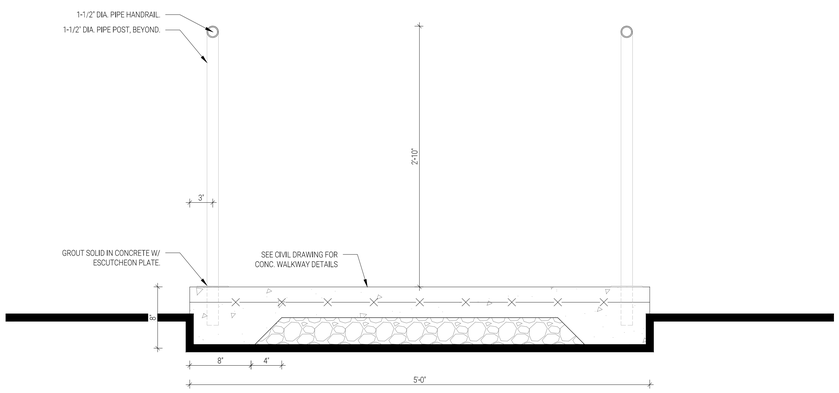
6 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



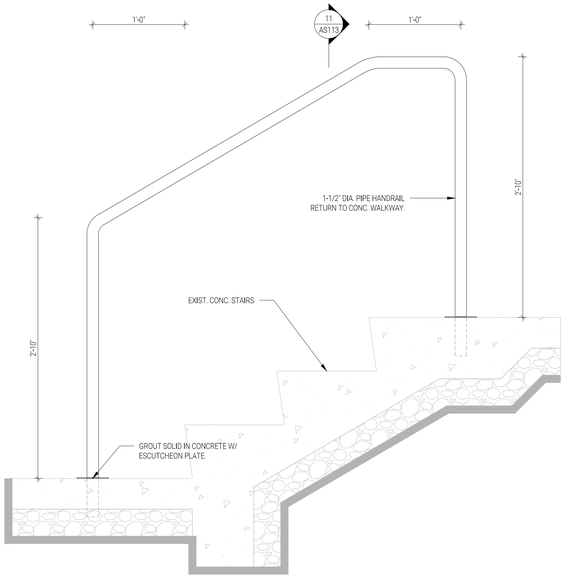
7 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



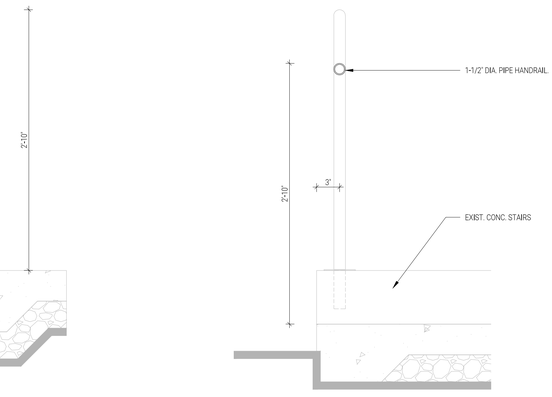
8 SITE ELEVATION - ACCESSIBLE WALKWAY
1/4" = 1'-0"



9 SITE SECTION - ACCESSIBLE WALKWAY
1-1/2" = 1'-0" | TYPICAL SECTION



10 SITE SECTION - EXISTING STAIRS
1-1/2" = 1'-0"



11 SITE SECTION - EXISTING STAIRS
1-1/2" = 1'-0"

twa
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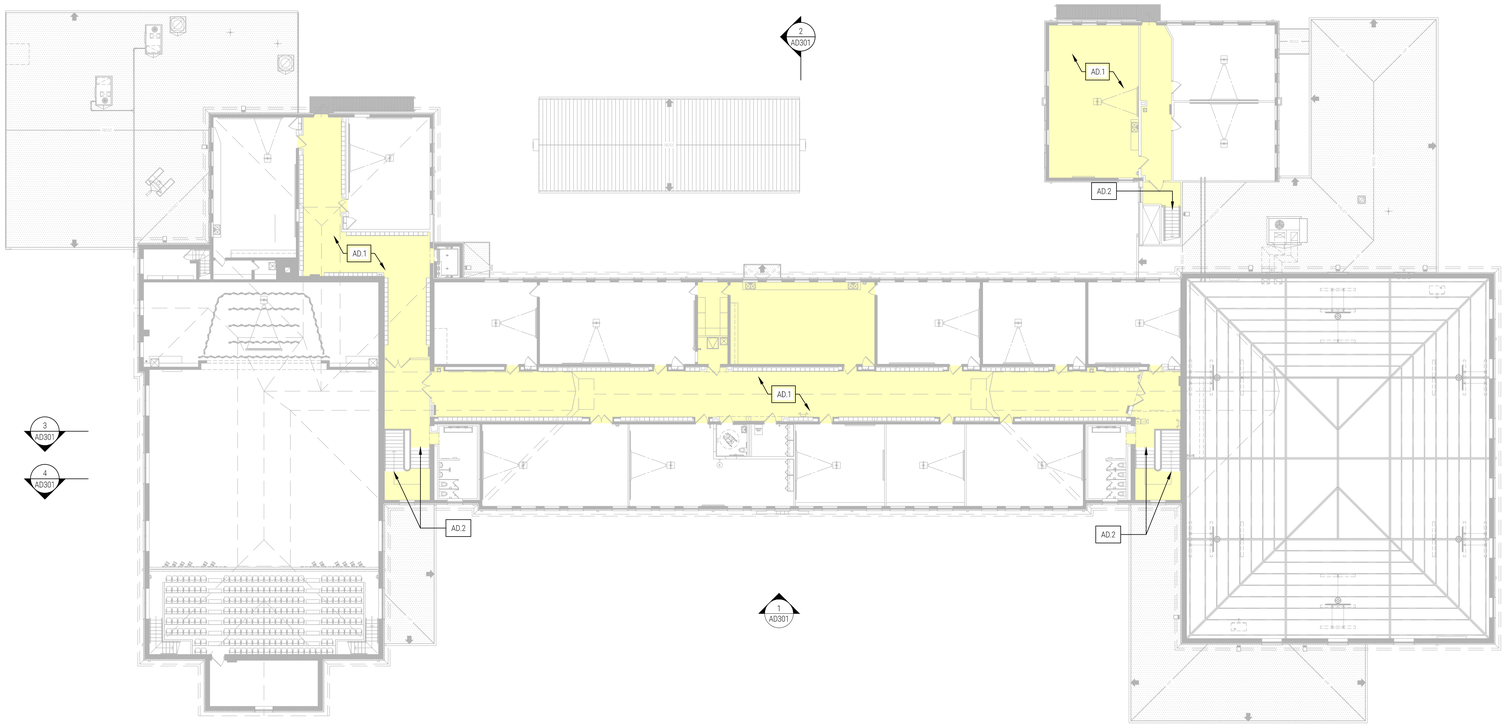
PROJECT NO. 022-024
ISSUE DATE May 26, 2023
TITLE

SITE DETAILS

SHEET

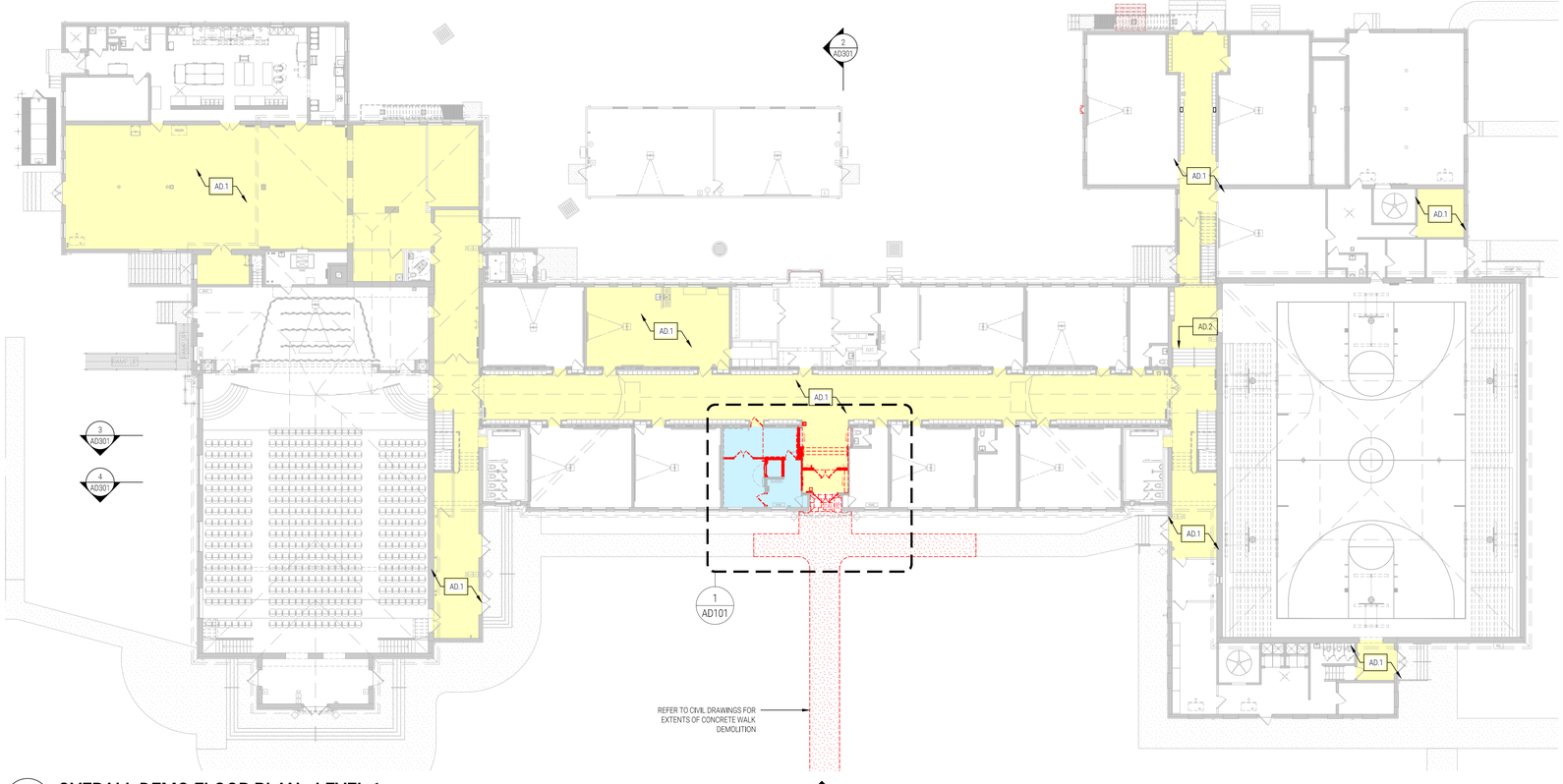
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2 OVERALL DEMO FLOOR PLAN - LEVEL 2

1/16"=1'-0"



1 OVERALL DEMO FLOOR PLAN - LEVEL 1

1/16"=1'-0"

PROJECT OVERVIEW

PROJECT SCOPE DOES NOT AFFECT EXISSTING BUILDING OCCUPANCY, CLASSIFICATION, NUMBER OF OCCUPANTS OR MEANS OF EGRESS.

	SECURE LOBBY RENOVATION: INTERIOR RENOVATIONS AT MAIN SCHOOL ENTRANCE TO CREATE ACCESS-CONTROLLED, SECURE LOBBY. SCOPE OF WORK INCLUDES CHANGES THAT ALTER FIRE RESISTIVE ASSEMBLIES.
	INTERIOR FINISH UPGRADES: INTERIOR RENOVATIONS AT EXISTING CORRIDORS AND SELECT CLASSROOMS TO INSTALL NEW FLOORING AND BASE. RENOVATIONS LIMITED TO FINISHES ONLY. NO CHANGES TO USE, FOOTPRINT, OCCUPANCY, EGRESS, OR EXISTING WALL ASSEMBLY.

DEMOLITION LEGEND

	INDICATES ALL ITEMS TO BE REMOVED OR DEMOLISHED. CALLOUTS NOTED FOR COORDINATION. NOT ALL ITEMS INDICATED FOR REMOVAL WILL HAVE CALL OUT OR KEYED NOTES.

GENERAL NOTES - DEMOLITION

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDICTION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCTION.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
4	ALL DIMENSIONS MUST BE CHECKED AND VERIFIED ON SITE BY THE CONTRACTOR PRIOR TO COMMENCING AND CONSTRUCTION. REPORT ANY AND ALL DISCREPANCIES TO THE ARCHITECT/OWNER.
5	INFORMATION SHOWN ON THIS DRAWING REPRESENTS EXISTING CONDITIONS AS DEFINED BY RECORD DRAWINGS AND FIELD MEASUREMENTS BY THE ARCHITECT. THE CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS AFFECTING DEMOLITION AND NEW CONSTRUCTION.
6	MAINTAIN ONGOING PROTECTION OF PROJECT FROM WEATHER AND MAINTAIN SECURITY TO THE PROJECT FROM DAMAGE.
7	DURING THE COURSE OF THE WORK, THE CONTRACTOR MAY UNCOVER EXISTING CONSTRUCTION THAT IS IN NEED OF REPAIR, REMOVAL, OR REPLACEMENT. IN THE CASE OF SUCH CONDITIONS, CONTACT THE ARCHITECT PRIOR TO WORK IN THESE AREAS.
8	VERIFY WITH OWNER/ARCHITECT WHICH ITEMS INDICATED TO BE REMOVED ARE TO BE REUSED IN THE PROJECT OR TURNED OVER TO THE OWNER. ITEMS NOT SO DESIGNATED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF.
9	CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE ON THE REMOVAL, REPLACEMENT, AND/OR REUSE OF ANY EXISTING EQUIPMENT AND FIXTURES BEFORE DEMOLITION.
10	THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY SHUT-OFFS AND CAPPING REQUIRED BY THE EXTENT OF DEMOLITION INCLUDED IN THIS PROJECT. SHUT-OFF AND CAP ALL UTILITIES NOT DIRECTLY ADJACENT TO DEMOLITION AREAS AS REQUIRED TO COMPLETE WORK INCLUDED IN THIS CONTRACT.
11	DEMOLITION ITEMS INCLUDE ARCHITECTURAL ITEMS SUCH AS DOORS, FRAMES, WINDOWS, CEILINGS AND FINISHES AS NOTED; MECHANICAL ITEMS SUCH AS PLUMBING FIXTURES, PLUMBING WASTE AND SUPPLY SYSTEMS, HVAC EQUIPMENT, HVAC DUCTWORK, GRILLES AND DIFFUSERS AS NOTED; FIRE PROTECTION ITEMS SUCH AS SPRINKLER HEADS AND PIPING; ELECTRICAL ITEMS AS LIGHTING FIXTURES, POWER DISTRIBUTIONS SYSTEMS, COMMUNICATION SYSTEMS, DATA SYSTEMS AND LIFE SAFETY EQUIPMENT/DEVICES AS NOTED. REFER TO MECHANICAL/ELECTRICAL PLANS FOR ADDITIONAL INFORMATION ABOUT MPE SYSTEMS WORK INCLUDED IN THIS PROJECT.
12	THE CONTRACTOR IS RESPONSIBLE FOR RE-ROUTING AND RE-CONNECTING EXISTING MECHANICAL, ELECTRICAL AND LIFE SAFETY SYSTEMS INTERRUPTED BY DEMOLITION WORK INCLUDED IN THIS CONTRACT TO MAINTAIN CONTINUITY AND OPERATION OF EXISTING SYSTEMS AND SERVICES.
13	FIRE STOP AND SEAL ALL ABANDONED OPENINGS AND PENETRATIONS IN RATED PARTITIONS, RATED FLOOR/CEILING ASSEMBLIES AND RATED ROOF/CEILING ASSEMBLIES.
14	COMPLETELY DEMOLISH AND REMOVE EXISTING IMPROVEMENTS AND FINISHES AS NOTED.
16	CONTRACTOR TO COORDINATE WORK SCHEDULE WITH OWNER REPRESENTATIVE TO ACCOMMODATE SCHEDULES AND LEVEL OF NOISE DURING DEMOLITION AND CONSTRUCTION.
17	THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF AREAS ADJACENT TO THE PROJECT AREA. ALL WORK AREAS THAT IMPACT NORMAL TRAFFIC AND OCCUPANCY ARE TO BE CLEANED AND RESTORED FOR USE EACH DAY.
18	THE OWNER IS RESPONSIBLE FOR THE REMOVAL OF FURNITURE, LOCKERS, OWNER A/V & IT EQUIPMENT AND DECORATIONS IN AREAS AFFECTED BY WORK.
19	THE OWNER IS RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF EXISTING SECURITY CAMERAS AND ELECTRONIC DOOR HARDWARE. GC TO COORDINATE WITH OWNER SECURITY VENDOR.

KEYED NOTES - DEMOLITION

AD.1	REMOVE ALL EXISTING FLOORING AND BASE (WOOD & RESILIENT), TYP. PREP SUB-FLOOR TO RECEIVE NEW FINISH PER FINISH SCHEDULE.
AD.2	REMOVE TOP TREAD OR NOSING AS REQ'D FOR DEMOLITION & INSTALLATION OF NEW FLOOR

PLAN NORTH

0 2 4 8 16

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PROJECT NO. 022-024

ISSUE DATE May 26, 2023

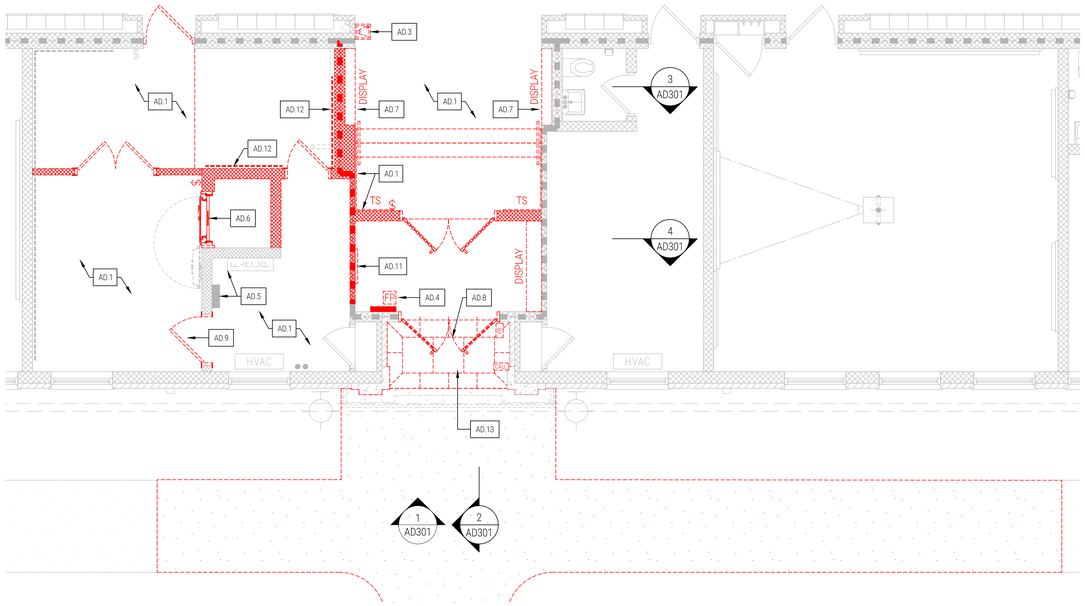
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OVERALL DEMOLITION FLOOR PLANS

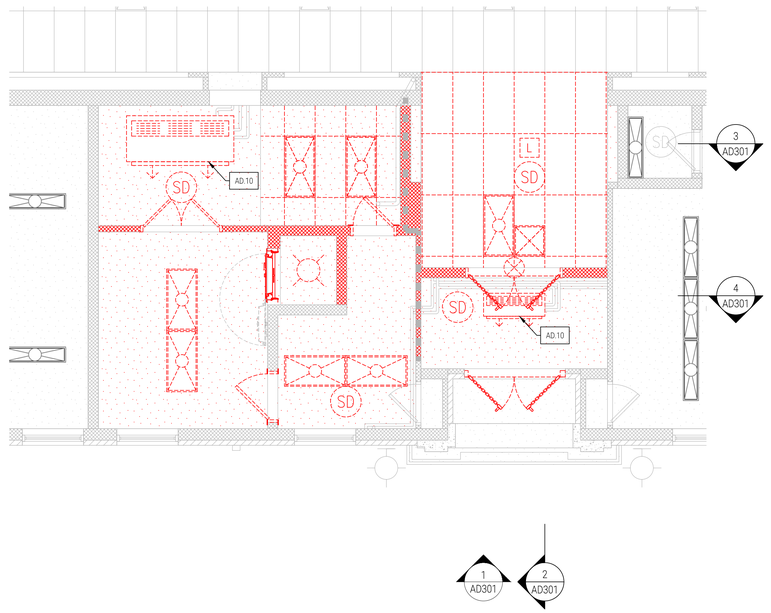
SHEET

AD100

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1 DEMO FLOOR PLAN - SECURE VESTIBULE
1/4"=1'-0"



2 DEMO CEILING PLAN - SECURE VESTIBULE
1/4"=1'-0"

DEMOLITION LEGEND

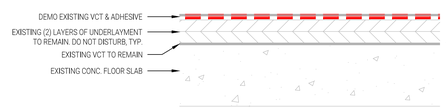
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GENERAL NOTES - DEMOLITION

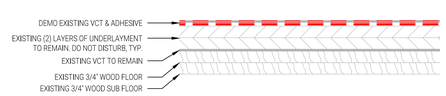
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KEYED NOTES - DEMOLITION

AD.1	REMOVE ALL EXISTING FLOORING AND BASE (WOOD & RESILIENT), TYP. PREP SUB-FLOOR TO RECEIVE NEW FINISH PER FINISH SCHEDULE. REFER TO DETAILS A & B ON SHEET AD101
AD.2	DEMOLISH EXISTING WALL. COORDINATE DIMENSIONS WITH FLOOR PLANS. PATCH & REPAIR WALLS TO REMAIN
AD.3	REMOVE EXISTING PLUMBING FIXTURE - CAP UTILITIES AT WALL. REFER TO MEP DWGS.
AD.4	RELOCATE EXISTING FIRE ALARM PULL AND ALARM PANEL TO FINISHED FACE OF NEW WALL. REFER TO NEW FLOOR PLANS AND ELEC DWGS.
AD.5	FIRE ALARM CONTROL PANEL AND ELECTRICAL PANEL TO REMAIN. DO NOT DISTURB DURING DEMOLITION.
AD.6	REMOVE EXISTING VAULT DOOR AND ASSOCIATED FRAME & HARDWARE.
AD.7	REMOVE EXISTING DISPLAY CASES
AD.8	REMOVE EXISTING DOOR AND FRAME. RELOCATE ACCESS CONTROL PER NEW FLOOR PLANS.
AD.9	REMOVE DOOR, FRAME, AND CASING, TYP.
AD.10	REMOVE AND RELOCATE EXISTING CEILING MOUNTED HVAC UNITS. PIPING TO REMAIN. REFER TO NEW FLOOR PLANS FOR LOCATION AND MECH DWGS FOR ADDITIONAL INFORMATION.
AD.11	CAREFULLY REMOVE EXISTING HISTORICAL PLAQUE AND RETURN TO OWNER.
AD.12	REMOVE EXISTING ELECTRICAL RACEWAY AND CONSOLIDATE WIRING INTO NEW RACEWAYS PER ELEC DWGS.
AD.13	RELOCATE EXISTING VIDEO CALL BOX & CARD READER - COORDINATE NEW LOCATION WITH SECURITY VENDOR



A DEMO FLOOR DETAIL - CORRIDOR
3"=1'-0"



B DEMO FLOOR DETAIL - CLASS RM/CAFE
3"=1'-0"

PLAN NORTH

0' 1' 2' 4' 8'

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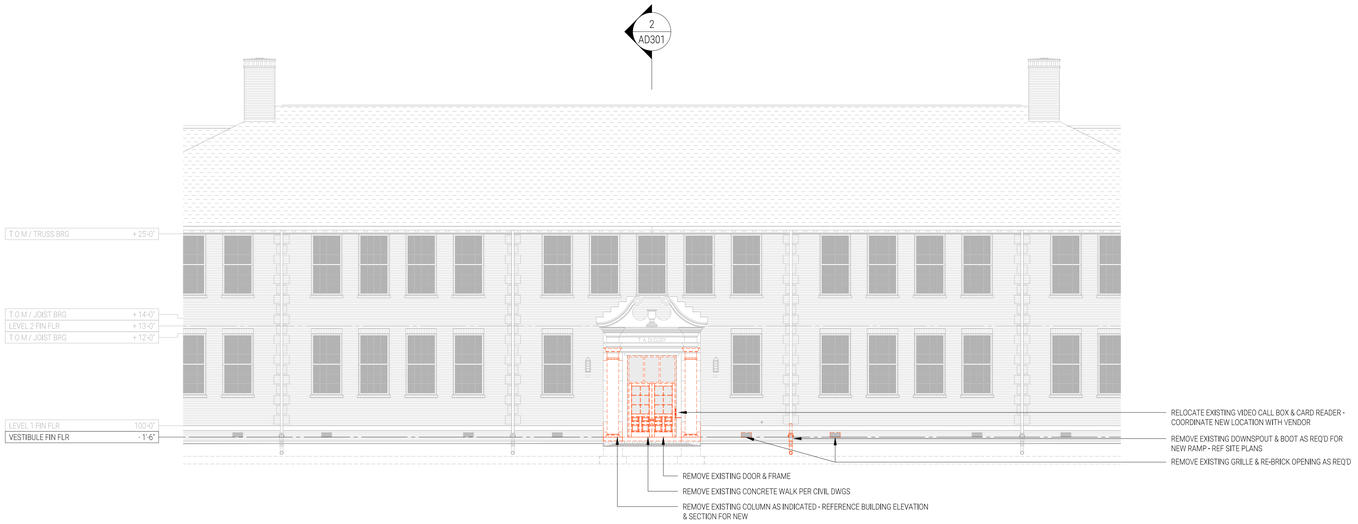
TITLE
ENLARGED DEMOLITION PLANS
SECURE VESTIBULE

SHEET
AD101

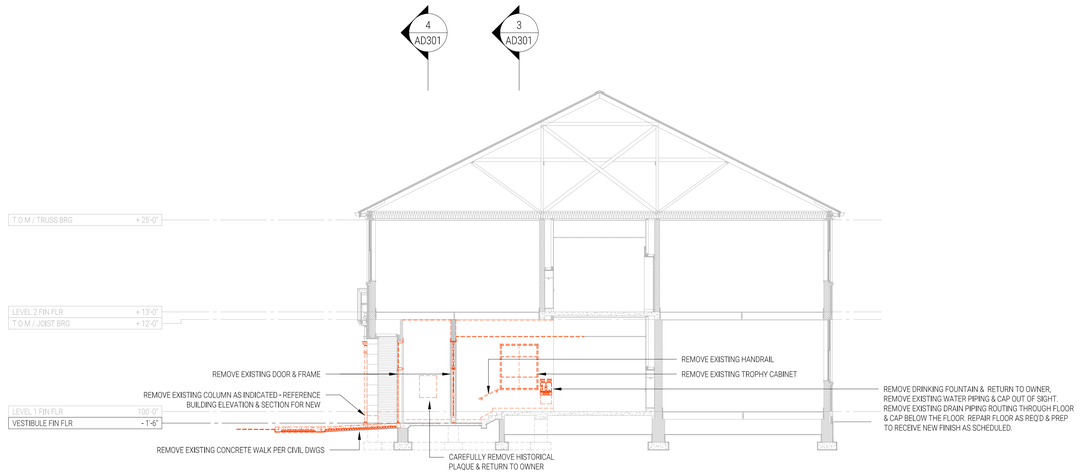
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DEMOLITION LEGEND

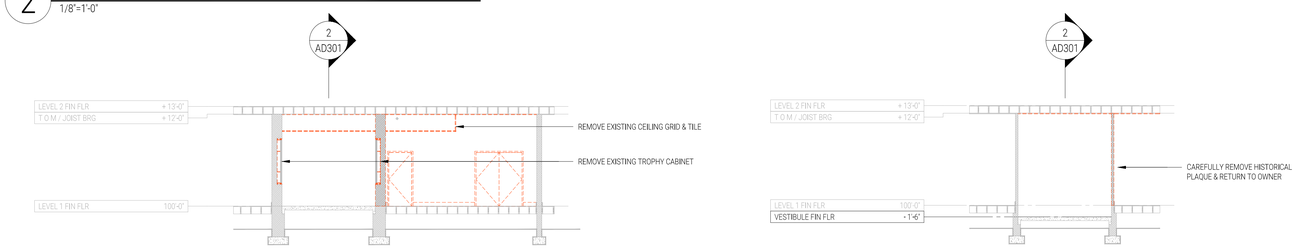
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1 PARTIAL BUILDING ELEVATION - DEMOLITION
1/8"=1'-0"



2 BUILDING SECTION - DEMOLITION
1/8"=1'-0"



3 BUILDING SECTION - DEMOLITION
1/8"=1'-0"

4 BUILDING SECTION - DEMOLITION
1/8"=1'-0"

0' 2' 4' 8' 16'

twa
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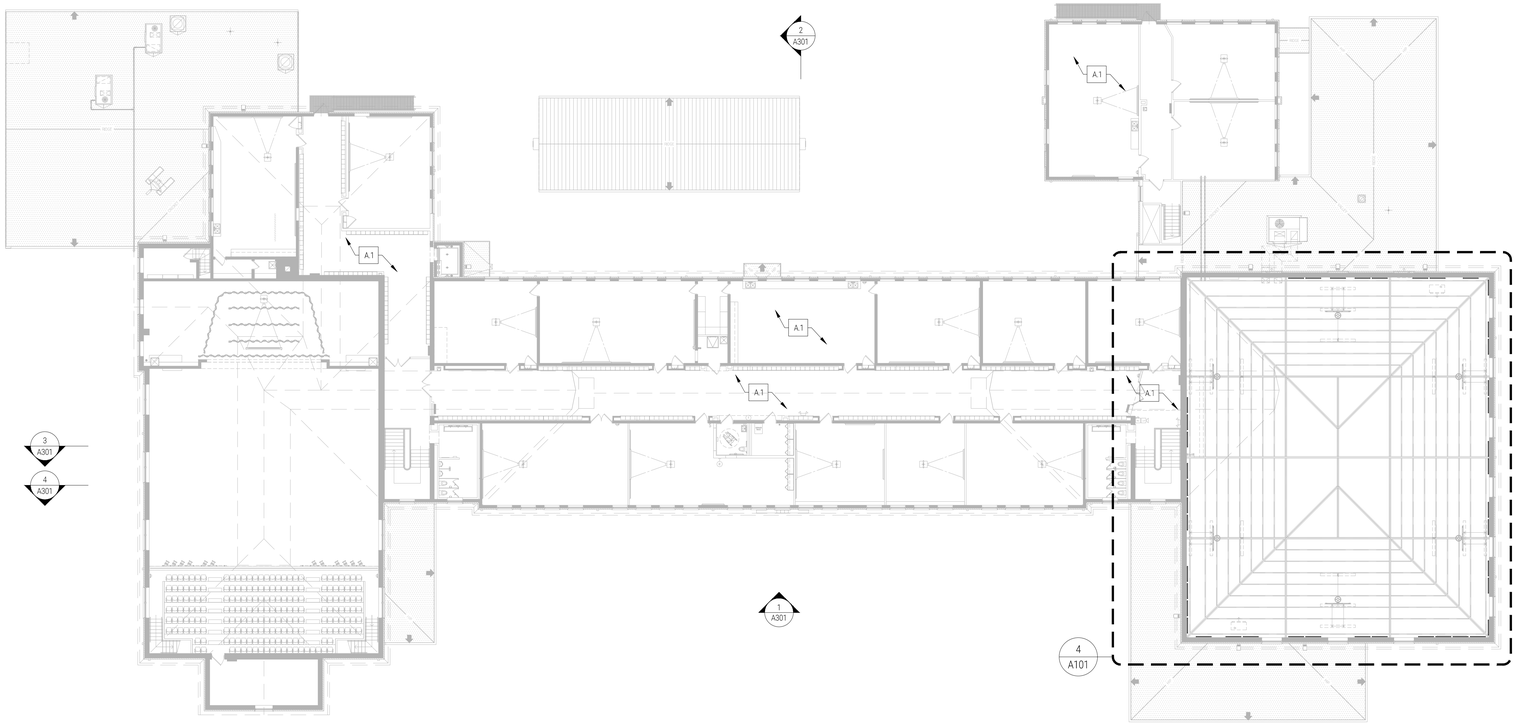
REVISIONS

PROJECT NO. 022-024
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TITLE
DEMOLITION ELEVATIONS & SECTIONS

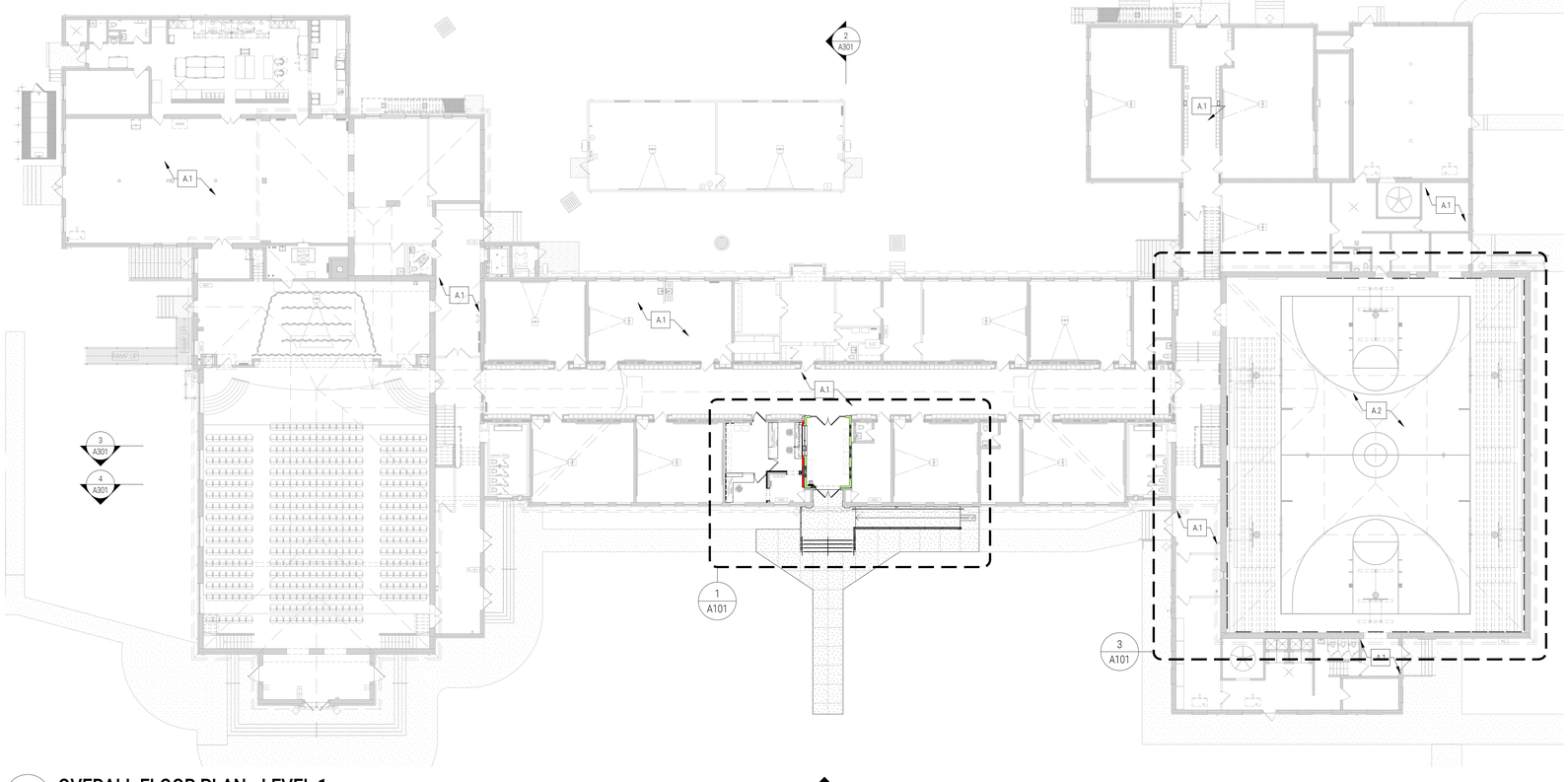
SHEET
AD301

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2 OVERALL FLOOR PLAN - LEVEL 2

1/16"=1'-0"



1 OVERALL FLOOR PLAN - LEVEL 1

1/16"=1'-0"

WALL LEGEND

ALL WALLS TYPE 4, U.N.O. REFER TO G002 FOR WALL TYPES

1	1-HOUR FIRE BARRIER - [UL V497]
2	BULLET RESISTANT - [UL 752 LEVEL 3]
	EXISTING MASONRY WALL TO REMAIN
3	INTERIOR PARTITION - 2" STUD WALL PARTITION + EXISTING WALL, TO DECK
4	INTERIOR PARTITION - 5" STUD WALL PARTITION, GYP BD ONE SIDE, TO DECK

GENERAL NOTES - FLOOR PLAN

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDITION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCITON.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
4	DIMENSIONS MARKED "V.I.F." OR "VERIFY" SHALL BE VERIFIED IN FIELD PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT IF SUCH DIMENSIONS DIFFER FROM FIELD CONDITIONS.
5	ALL INTERIOR WALL CONSTRUCTION TO BE NON-RATED STEEL STUD PARTITIONS UNLESS OTHERWISE NOTED.
6	ALL PARTITIONS ARE DIMENSIONED TO THE FINISHED FACE OF THE PARTITION UNLESS NOTED OTHERWISE.
7	PROVIDE METAL WALL BLOCKING/ANCHOR STRIPS FOR ALL WALL MOUNTED ACCESSORIES, EQUIPMENT AND MISCELLANEOUS ITEMS.
8	DOORS SHALL BE LOCATED IN ACCORDANCE WITH ONE OF THE FOLLOWING UNLESS OTHERWISE NOTED: HINGE JAMBS SHALL BE LOCATED 4 INCHES FROM INSIDE CORNERS OF WALLS, OR DOORS/OPENING SHALL BE CENTERED ON WALL/BAY.
9	FEC-1 INDICATES RECESSED FIRE EXTINGUISHER CABINET & FEC-2 INDICATES SEMI-RECESSED FIRE EXTINGUISHER CABINET.

KEYED NOTES

A.1	NEW FLOORING & BASE INSTALLED IN CORRIDER & SELECT CLASSROOMS - REF FIN FP A801
A.2	ALT. NO. 1 - ADD ACOUSTIC WALL PANELS TO GYM WALLS. SEE INT ELEV & PLANS

PLAN NORTH

0' 2' 4' 8' 16'

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THOMAS E. WEEMS
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5-26-23
No. 21715
STATE OF TENNESSEE

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REVISIONS

PROJECT NO.	022-024
ISSUE DATE	May 26, 2023

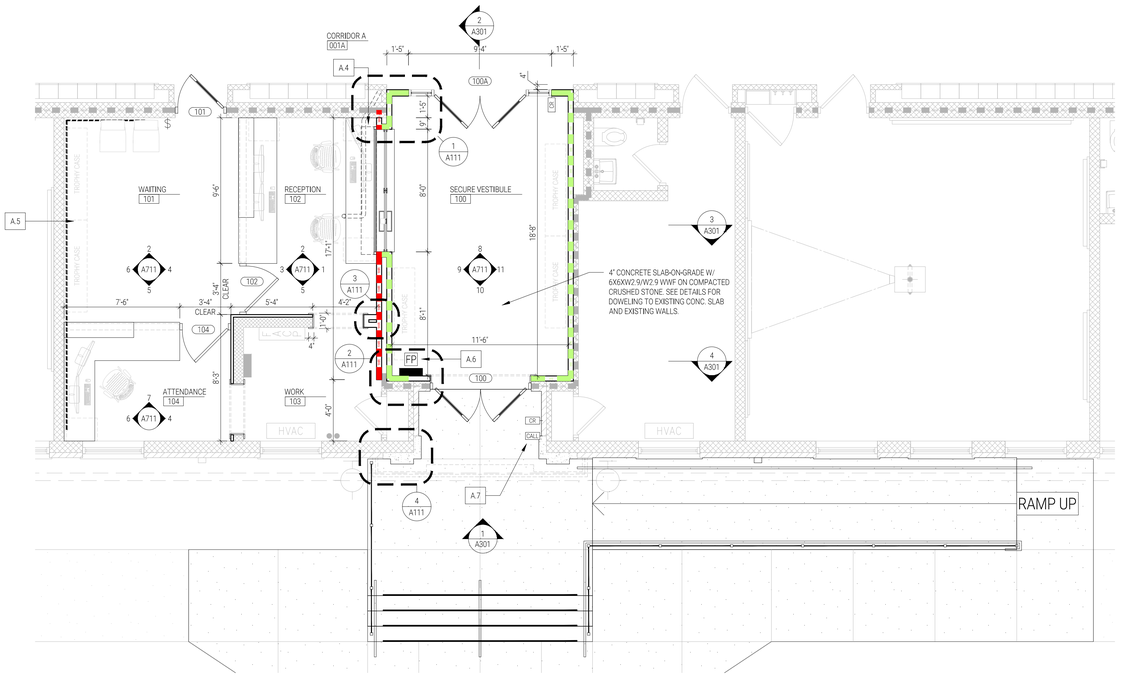
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OVERALL FLOOR PLANS

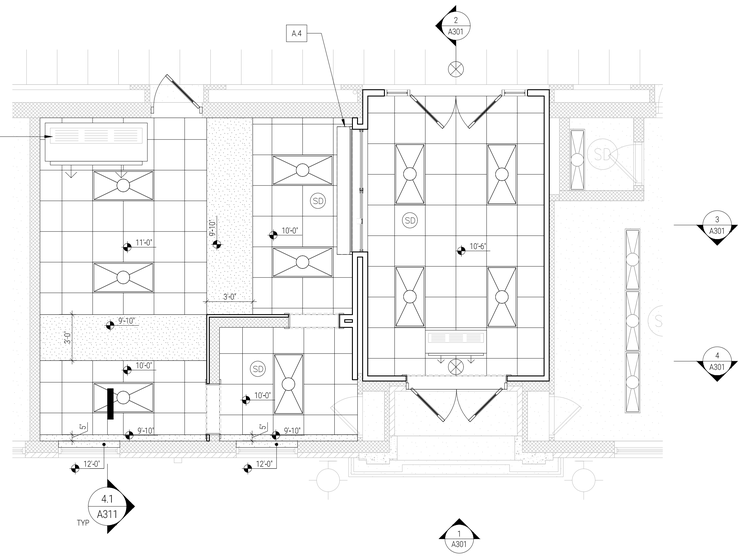
SHEET

A100

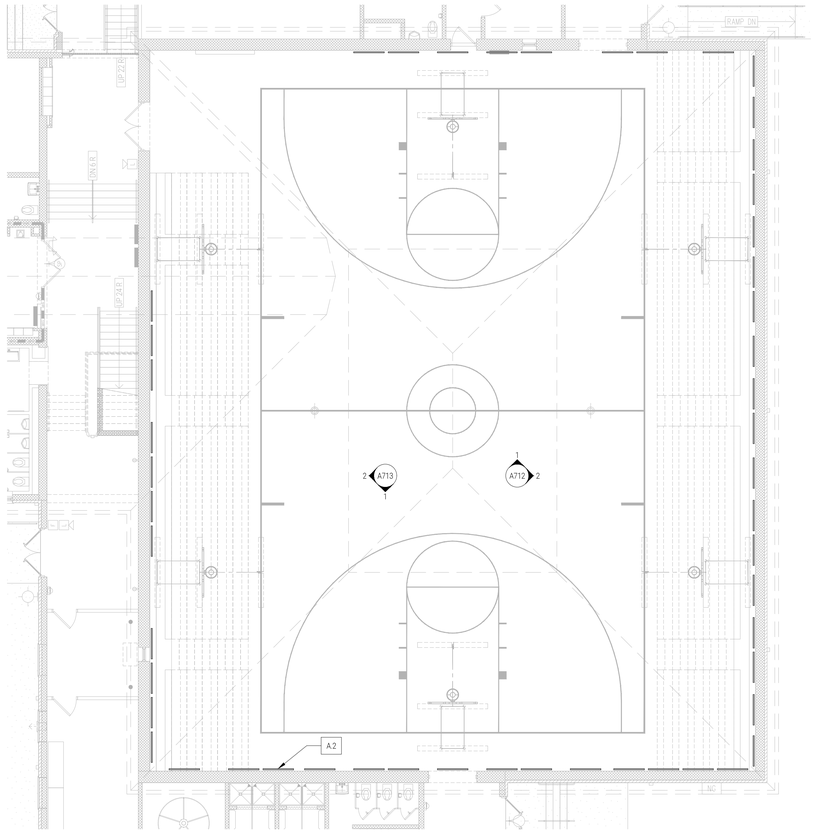
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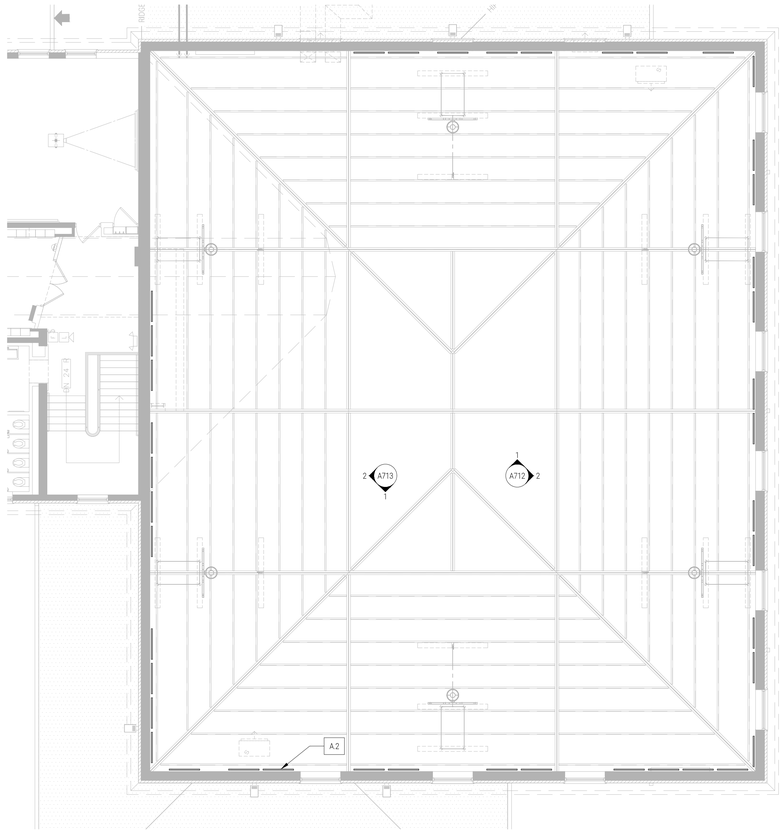
1 FLOOR PLAN - SECURE VESTIBULE
1/4"=1'-0"



2 CEILING PLAN - SECURE VESTIBULE
1/4"=1'-0"



3 FLOOR PLAN - LEVEL 1 - GYM (ALT. NO.1)
1/8"=1'-0"



4 FLOOR PLAN - LEVEL 2 - GYM (ALT. NO.1)
1/8"=1'-0"

WALL LEGEND

ALL WALLS TYPE 4, U.N.O. REFER TO G002 FOR WALL TYPES

- 1 — 1-HOUR FIRE BARRIER - [UL V497]
- 2 — BULLET RESISTANT - [UL 752 LEVEL 3]
- EXISTING MASONRY WALL TO REMAIN
- 3 — INTERIOR PARTITION - 2" STUD WALL PARTITION + EXISTING WALL, TO DECK
- 4 — INTERIOR PARTITION - 5" STUD WALL PARTITION, GYP BD ONE SIDE, TO DECK

GENERAL NOTES - FLOOR PLAN

1	ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. VERIFY WITH LOCAL AUTHORITIES HAVING JURISDICTION.
2	ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCITON.
3	CONTRACTOR SHALL NOT SCALE THIS DRAWING OR ANY DRAWING IN THE CONTRACT DOCUMENTS. DIMENSIONS SHALL BE USED FOR LAYOUT. ALL DIMENSIONS TO BE CHECKED AND VERIFIED ON SITE BY THE GENERAL CONTRACTOR BEFORE COMMENCING ANY WORK. IN CASE OF DIMENSIONAL DISCREPANCIES, CONTACT ARCHITECT FOR CLARIFICATION.
4	DIMENSIONS MARKED "V.I.F." OR "VERIFY" SHALL BE VERIFIED IN FIELD PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT IF SUCH DIMENSIONS DIFFER FROM FIELD CONDITIONS.
5	ALL INTERIOR WALL CONSTRUCTION TO BE NON-RATED STEEL STUD PARTITIONS UNLESS OTHERWISE NOTED.
6	ALL PARTITIONS ARE DIMENSIONED TO THE FINISHED FACE OF THE PARTITION UNLESS NOTED OTHERWISE.
7	PROVIDE METAL WALL BLOCKING/ANCHOR STRIPS FOR ALL WALL MOUNTED ACCESSORIES, EQUIPMENT AND MISCELLANEOUS ITEMS.
8	DOORS SHALL BE LOCATED IN ACCORDANCE WITH ONE OF THE FOLLOWING UNLESS OTHERWISE NOTED: HINGE JAMBS SHALL BE LOCATED 4 INCHES FROM INSIDE CORNERS OF WALLS, OR DOORS/OPENING SHALL BE CENTERED ON WALL/BAY.
9	FEC-1 INDICATES RECESSED FIRE EXTINGUISHER CABINET & FEC-2 INDICATES SEMI-RECESSED FIRE EXTINGUISHER CABINET.

RCP LEGEND

- ACOUSTICAL PANEL CEILING : AM-1, REFER TO SPECIFICATIONS
- GYPSUM BOARD CEILING, PAINTED
- EXPOSED CEILING / STRUCTURE, PAINT ALL EXPOSED MEP, DECK & STRUCTURE
- LED LAY-IN LIGHT FIXTURE, 2' X 4'
- LED LAY-IN LIGHT FIXTURE, 2' X 4', EMERGENCY
- LED LAY-IN LIGHT FIXTURE, 1' X 4'
- LED LAY-IN LIGHT FIXTURE, 1' X 4', EMERGENCY
- LED LAY-IN LIGHT FIXTURE, 2' X 2'
- LED LAY-IN LIGHT FIXTURE, 2' X 2', EMERGENCY
- EXIT LIGHT, CEILING MOUNTED
- EXIT LIGHT, WALL MOUNTED
- EXIT / EMERGENCY LIGHT, WALL MOUNTED
- EMERGENCY LIGHT, WALL MOUNTED
- HVAC DIFFUSER, SUPPLY AIR
- HVAC DIFFUSER, RETURN AIR
- HVAC DIFFUSER, EXHAUST AIR
- CEILING ACCESS PANEL / ROOF HATCH
- HD — HEAT DETETCTOR, SURFACE MOUNTED
- SD — SMOKE DETECTOR, SURFACE MOUNTED
- SPRINKLER HEAD, CEILING MOUNTED
- SPRINKLER HEAD, WALL MOUNTED

GENERAL NOTES - RCP

1	SEE MECHANICAL, ELECTRICAL, AND FIRE PROTECTION DRAWINGS FOR MORE INFORMATION ON LIGHT FIXTURES AND OTHER CEILING ITEMS.

KEYED NOTES

A.1	NEW FLOORING & BASE INSTALLED IN CORRIDER & SELECT CLASSROOMS - REF FIN FP A801
A.2	ALT. NO. 1 - ADD ACOUSTIC WALL PANELS TO GYM WALLS. SEE INT ELEV & PLANS
A.3	RELOCATE EXISTING HVAC UNIT TO NEW CEILING - REF MECH
A.4	RATED OH SHUTTER TIED TO EXIST FIRE ALARM SYSTEM - REF ELEC DRAWINGS
A.5	POWER/DATA RACEWAY PER ELEC
A.6	RELOCATE EXIST EQUIPMENT TO FACE OF NEW WALL
A.7	COORDINATE INSTALLATION & MANAGEMENT OF ACCESS CONTROL WITH VENDOR PRIOR TO INSTALLATION

PLAN NORTH

0' 1' 2' 4' 8'

twa
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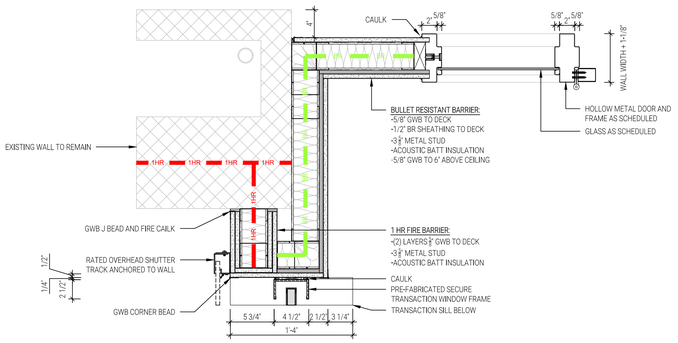
REVISIONS

PROJECT NO. 022-024
ISSUE DATE May 26, 2023

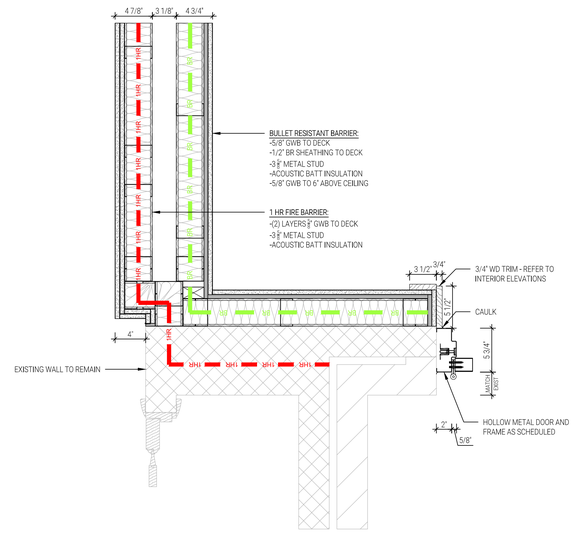
TITLE
ENLARGED PLANS SECURE VESTIBULE

SHEET
A101

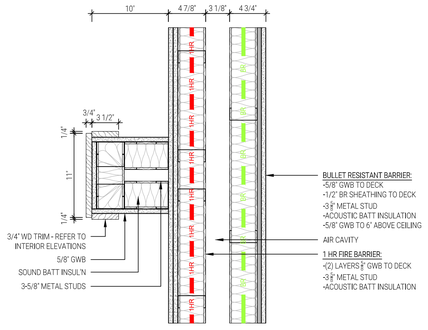
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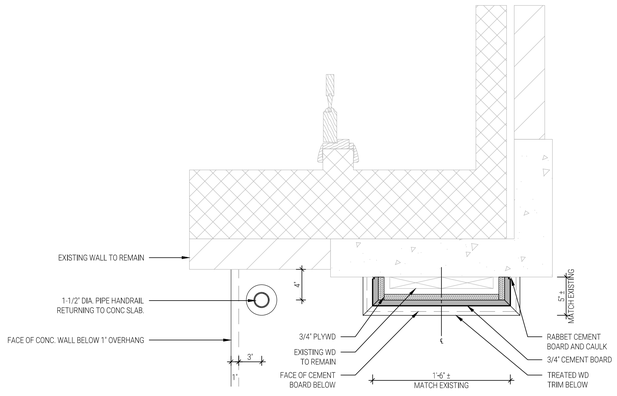
1 PLAN DETAIL
1 1/2"=1'-0"



2 PLAN DETAIL
1 1/2"=1'-0"



3 PLAN DETAIL
1 1/2"=1'-0"



4 PLAN DETAIL
1 1/2"=1'-0"

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PROJECT NO. 022-024

ISSUE DATE May 26, 2023

TITLE

PLAN DETAILS

SHEET

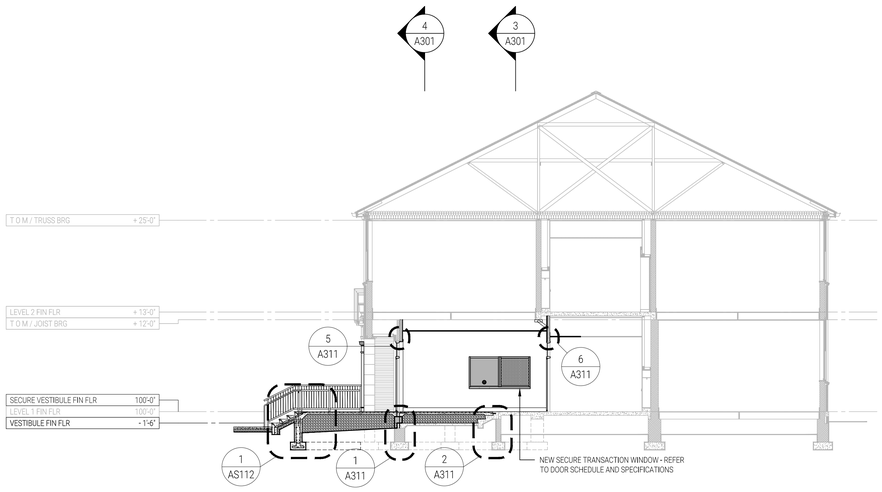
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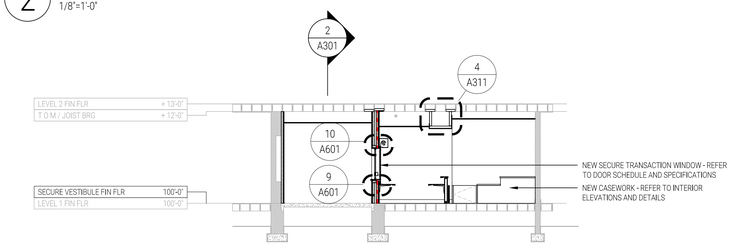
1 PARTIAL BUILDING ELEVATION

1/8"=1'-0"



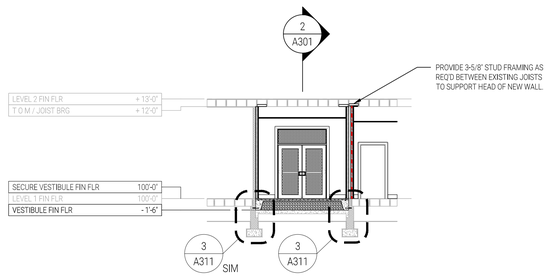
2 BUILDING SECTION

1/8"=1'-0"



3 BUILDING SECTION

1/8"=1'-0"



4 BUILDING SECTION

1/8"=1'-0"

0' 2' 4' 8' 16'

itwa
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PROJECT NO 022-024

ISSUE DATE May 26, 2023

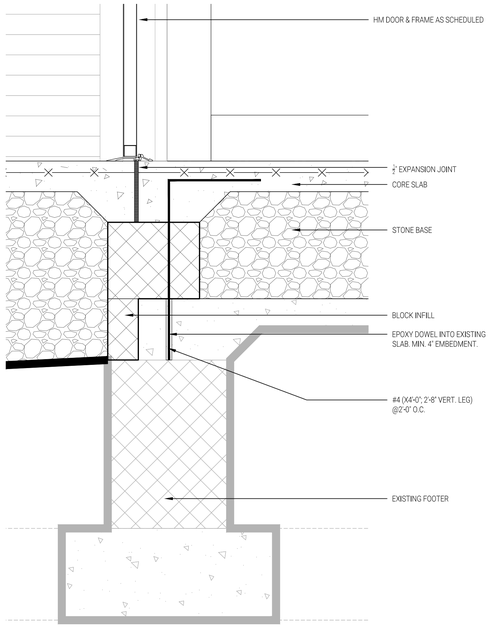
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ELEVATIONS & SECTIONS

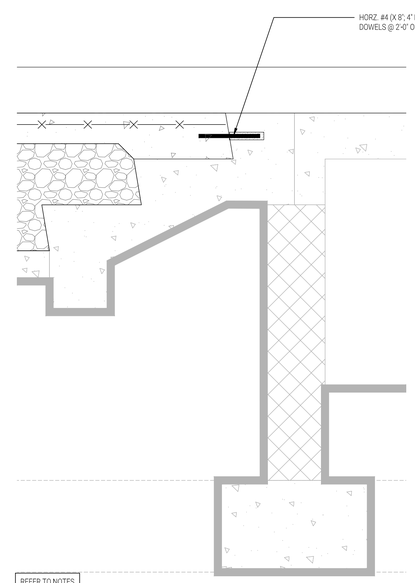
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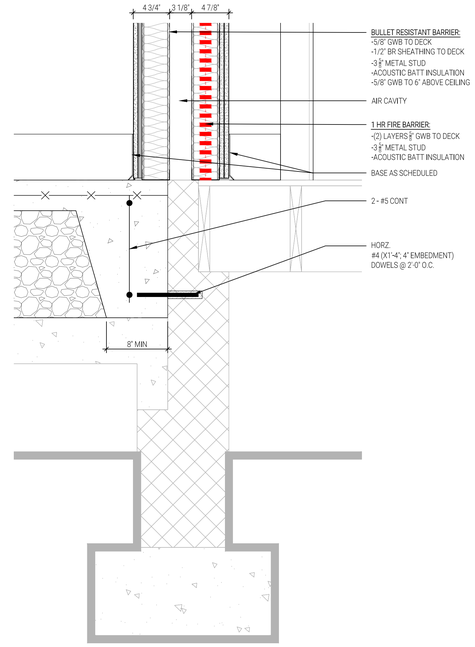
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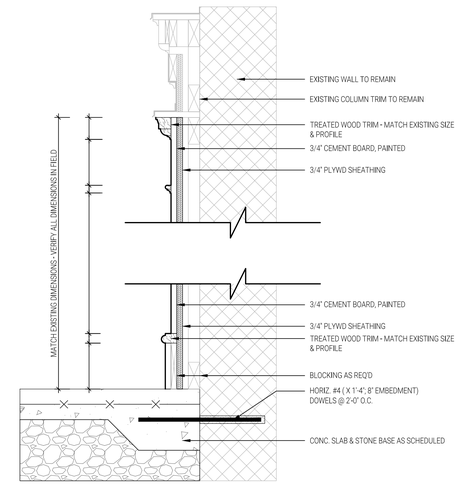
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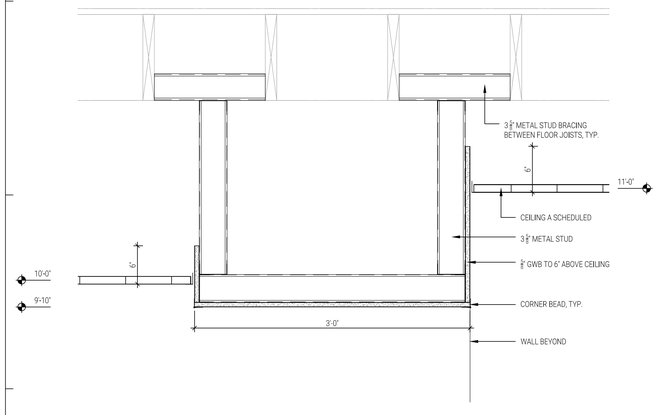
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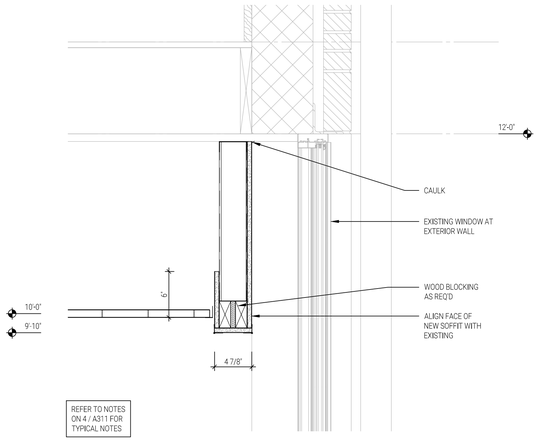
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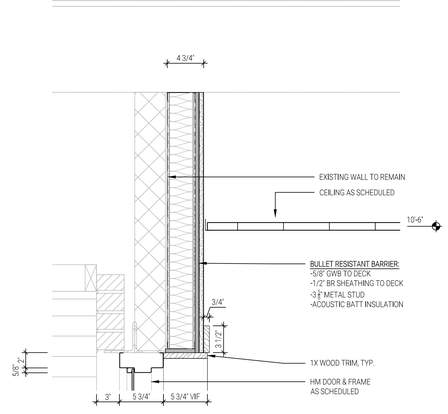
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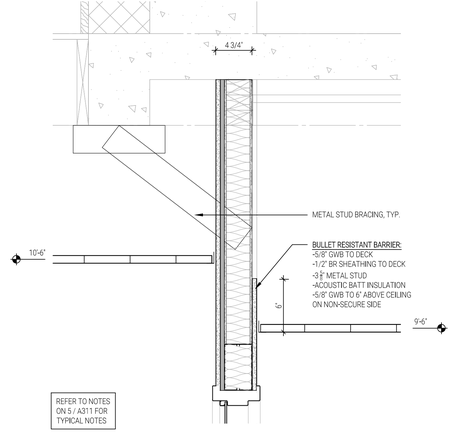
4 SECTION DETAIL
1 1/2"=1'-0"



4.1 SECTION DETAIL
1 1/2"=1'-0"



5 SECTION DETAIL
1 1/2"=1'-0"



6 SECTION DETAIL
1 1/2"=1'-0"

0' 6" 1' 2'

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STRUCTURE

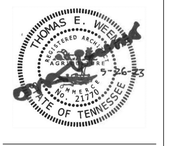
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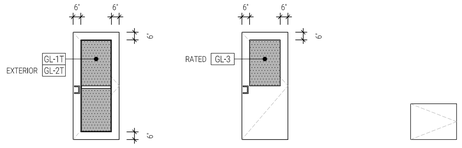
PROJECT NO: 022-024

ISSUE DATE: May 26, 2023

TITLE: MISCELLANEOUS DETAILS

SHEET: **A311**

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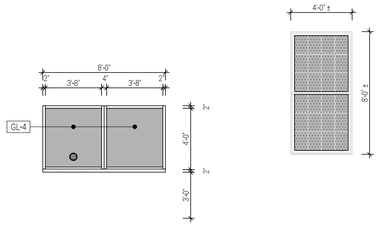


A — HM DOOR W/ FULL LT

A1 — HM DOOR W/ HALF LT

B — PLAM SWING GATE

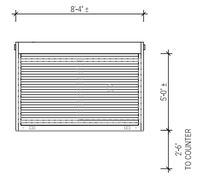
1 DOOR TYPES
1/4"=1'-0"



W1 — PRE-FABRICATED SECURE TRANSACTION WINDOW W/ SIDE LIGHT

W2 — EXISTING HM WINDOW W/ APPLIED SECURITY FILM

2 WINDOW TYPES
1/4"=1'-0"



S1-60 — RATED OVERHEAD SHUTTER S1-60 = 60 MIN RATING

3 RATED SHUTTER
1/4"=1'-0"

DOOR SCHEDULE

MARK	PANEL QUANTITY	PANEL HEIGHT	PANEL WIDTH	PANEL THICKNESS	PANEL MATERIAL	DOOR TYPE	FRAME TYPE	HEAD DETAIL	JAMB DETAIL	FIRE RATING	HARDWARE	NOTES	MARK
100	2	7'-0"	3'-1 1/2" V.I.F.	0'-1 3/4"	HM	A	HM1	5/A311	2/A111		1	ACCESS CONTROL	100
100A	2	7'-0"	3'-0"	0'-1 3/4"	HM	A	HM2	6/A311	1/A111		2	ACCESS CONTROL	100A
101	1	7'-0"	3'-0"	0'-1 3/4"	HM	A1	HM3	6&7/A601	5/A601	20M	4		101
102	1	2'-4"	3'-0"	0'-1 3/4"	PLAM	B	-	-	-		3	PLAM SWING GATE - REFER TO CASEWORK DETAILS	102
104	1	2'-4"	3'-0"	0'-1 3/4"	PLAM	B	-	-	-		3	PLAM SWING GATE - REFER TO CASEWORK DETAILS	104

GENERAL NOTES - DOOR SCHEDULE

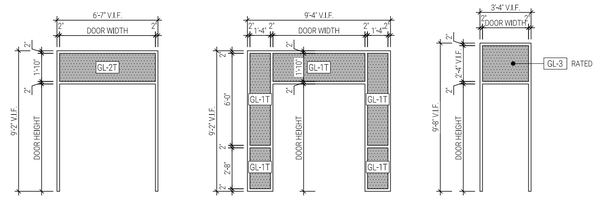
1	NOTED DIMENSIONS ARE DOOR CLEAN OPENING, EXCLUSIVE OF STOPS.
2	DOORS MAY BE UNDERCUT A MAXIMUM DIMENSION ALLOWED BY FIRE LABEL.
3	DIMENSIONS INDICATED AS FEET AND INCHES. 3'-0" = 3 FEET, 0 INCHES
4	ALL DOORS ARE 1-3/4" THICK UNLESS NOTED OTHERWISE.
5	ALL DOOR AND FRAME ASSEMBLIES ARE MINIMUM LABEL NOTED.
6	ALL EXISTING AND NEW HOLLOW METAL DOORS / FRAMES ARE TO BE FACTORY PRIMED AND FIELD PAINTED.
8	VISION PANELS IN NON-RATED DOORS TO BE INSTALLED IN METAL FRAMES. FRAMES TO BE PAINTED, REFERENCE FINISH SCHEDULE.
9	VISION PANELS IN RATED DOORS TO BE INSTALLED IN METAL FRAMES. FRAMES TO BE PAINTED, REFERENCE FINISH SCHEDULE.
10	INTERIOR AND EXTERIOR PASSAGE DOORS WITH LATCHING HARDWARE MUST BE EQUIPPED WITH OPERATING HARDWARE DEVICES THAT COMPLY WITH NCHO 4.3.9 (A) (1-4).
11	PROVIDE TEXTURED SURFACES ON DOOR HANDLES LEADING TO HAZARDOUS AREAS.
12	INSTALL VISION PANELS IN DOORS WITH BOTTOM EDGE NO HIGHER THAN 40" A.F.F.
13	RATED DOORS TO HAVE RATED FRAMES, HARDWARE, CLOSERS, AND OTHER FIRE-RATED ACCESSORIES.
14	HARDWARE SCHEDULE INCLUDED IN PROJECT MANUAL - SPECIFICATION SECTION 08 7100 DOOR HARDWARE.
15	EXTERIOR HOLLOW METAL DOORS ARE TO BE INSULATED.
16	CONTRACTOR SHALL BE RESPONSIBLE FOR ENLISTING AN EXPERIENCED COMPANY IN THE PREPARATION OF FACILITY'S EXISTING DOOR(S) FOR UNDERCUTTING, AS SCHEDULED. WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE ARCHITECT AND/OR OWNER. IF WORK IS FOUND TO BE UNSATISFACTORY, CONTRACTOR SHALL REPLACE DOOR(S) AS REQUIRED.

DOOR, WINDOW, AND FRAME LEGEND

AL	ALUMINUM FRAMED/GLAZED
ETR	EXISTING TO REMAIN
HM	HOLLOW METAL
LL	LEAD LINED
P LAM	PLASTIC LAMINATE FACED

GLAZING SCHEDULE

REFER TO SPECIFICATIONS	
GLAZING TYPE	DESCRIPTION
GL-1T	1/4" THICK TEMPERED GLASS, CLEAR
GL-2T	1/4" THICK, TEMPERED GLASS, TINTED SOLAR GRAY
GL-3	1/4" THICK, TEMPERED, MONOLITHIC FIRE-RATED GLASS
GL-4	1.01" THICK ARMOR-GARD BALULN25 GLASS
	SECURITY FILM APPLIED TO GLASS

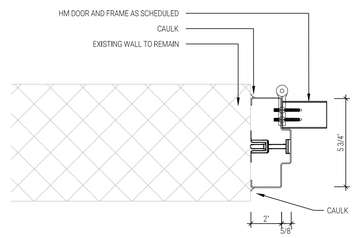


HM1 — HM FRAME

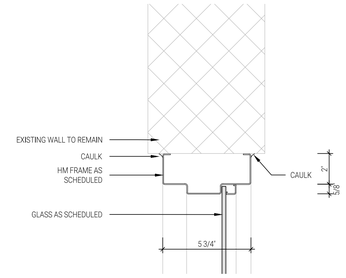
HM2 — HM FRAME

HM3 — HM FRAME

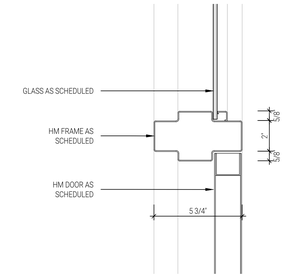
4 HM FRAME TYPES
1/4"=1'-0"



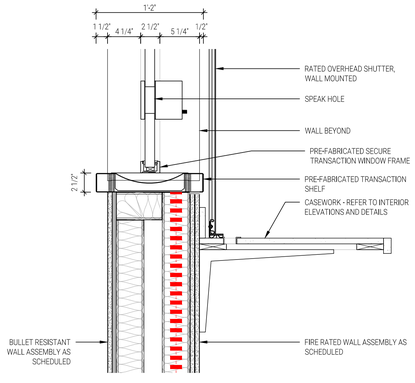
5 HM DOOR JAMB DETAIL
3" = 1'-0"



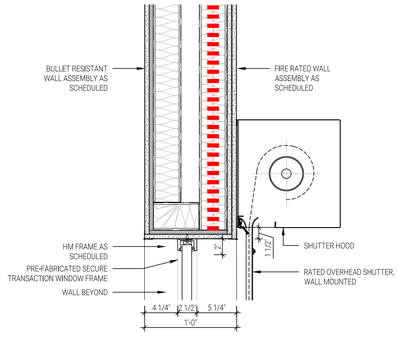
6 HM TRANSOM HEAD DETAIL
3" = 1'-0"



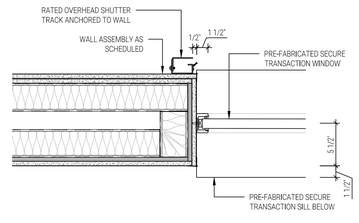
7 HM DOOR HEAD DETAIL
3" = 1'-0"



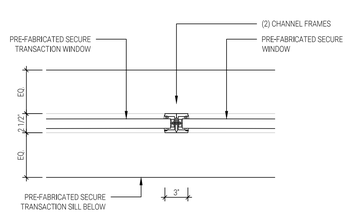
8 TRANSACTION WINDOW SILL DETAIL
1 1/2" = 1'-0"



9 TRANSACTION WINDOW HEAD DETAIL
1 1/2" = 1'-0"



10 TRANSACTION WINDOW JAMB DETAIL
1 1/2" = 1'-0"



11 WINDOW MULLION DETAIL
1 1/2" = 1'-0"

0' 1' 2' 4' 8'

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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

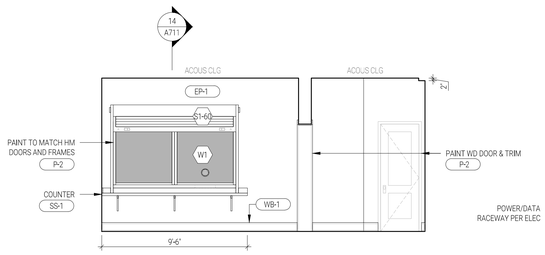
TITLE

DOOR SCHEDULE

SHEET

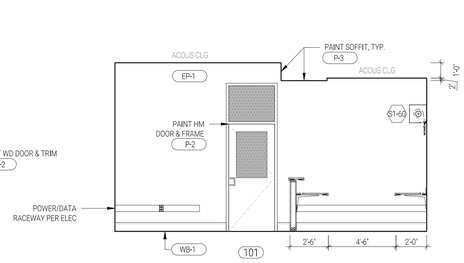
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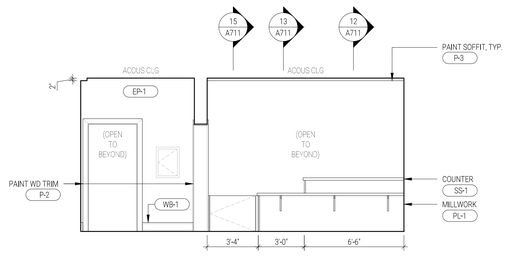
1 RECEPTION & WORK

1/4"=1'-0" | ROOM 102, 103 EAST



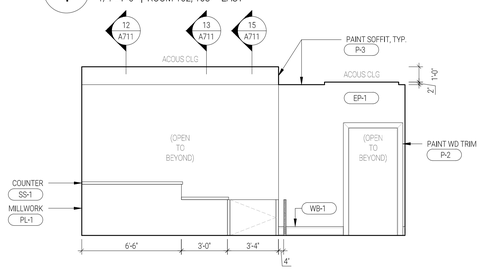
2 WAITING & RECEPTION

1/4"=1'-0" | ROOM 101, 102 NORTH



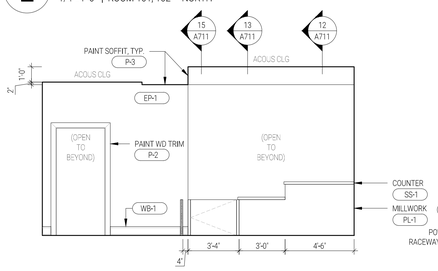
3 WORK & RECEPTION

1/4"=1'-0" | ROOM 103, 102 WEST



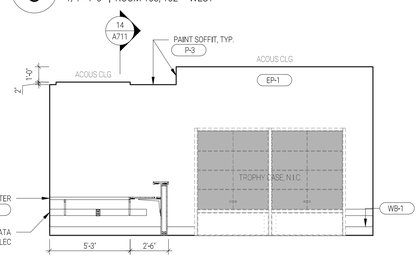
4 WAITING & ATTENDANCE

1/4"=1'-0" | ROOM 101, 104 EAST



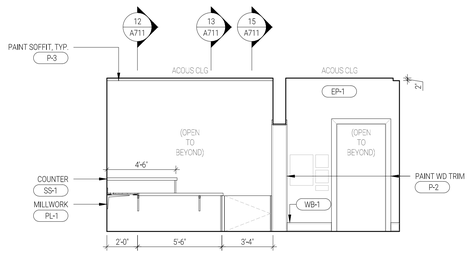
5 RECEPTION & WAITING

1/4"=1'-0" | ROOM 102, 101 SOUTH



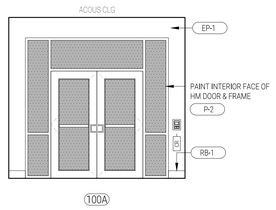
6 ATTENDANCE & WAITING

1/4"=1'-0" | ROOM 104, 101 WEST



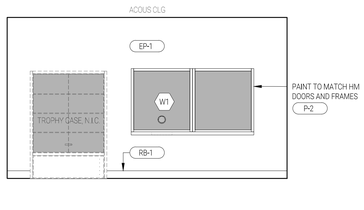
7 ATTENDANCE

1/4"=1'-0" | ROOM 104 NORTH



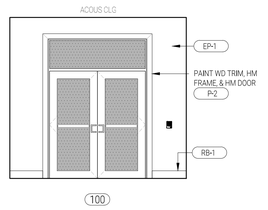
8 SECURE VESTIBULE

1/4"=1'-0" | ROOM 100 NORTH



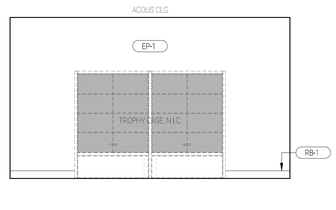
9 SECURE VESTIBULE

1/4"=1'-0" | ROOM 100 WEST



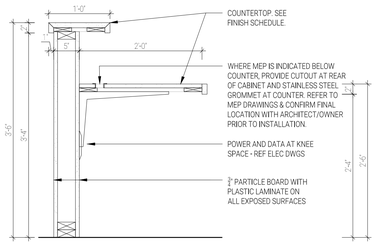
10 SECURE VESTIBULE

1/4"=1'-0" | ROOM 100 SOUTH



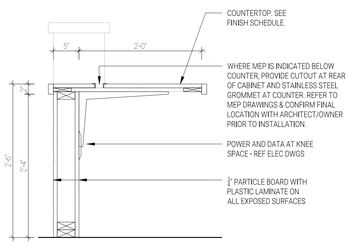
11 SECURE VESTIBULE

1/4"=1'-0" | ROOM 100 EAST



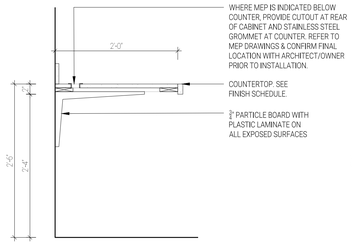
12 SECTION DETAIL

1" = 1'-0" | 34"H Work Counter



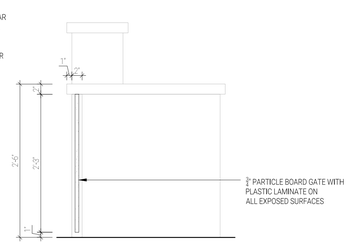
13 SECTION DETAIL

1" = 1'-0" | 34"H Work Counter



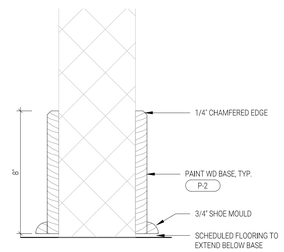
14 SECTION DETAIL

1" = 1'-0" | 34"H Work Counter



15 SECTION DETAIL

1" = 1'-0" | @ GATE



16 WOOD BASE DETAIL

3" = 1'-0"

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THOMAS E. WEEMS
REGISTERED ARCHITECT
5-26-23
ARCHITECT
STATE OF TENNESSEE

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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

TITLE

INTERIOR ELEVATIONS AND CASEWORK DETAILS

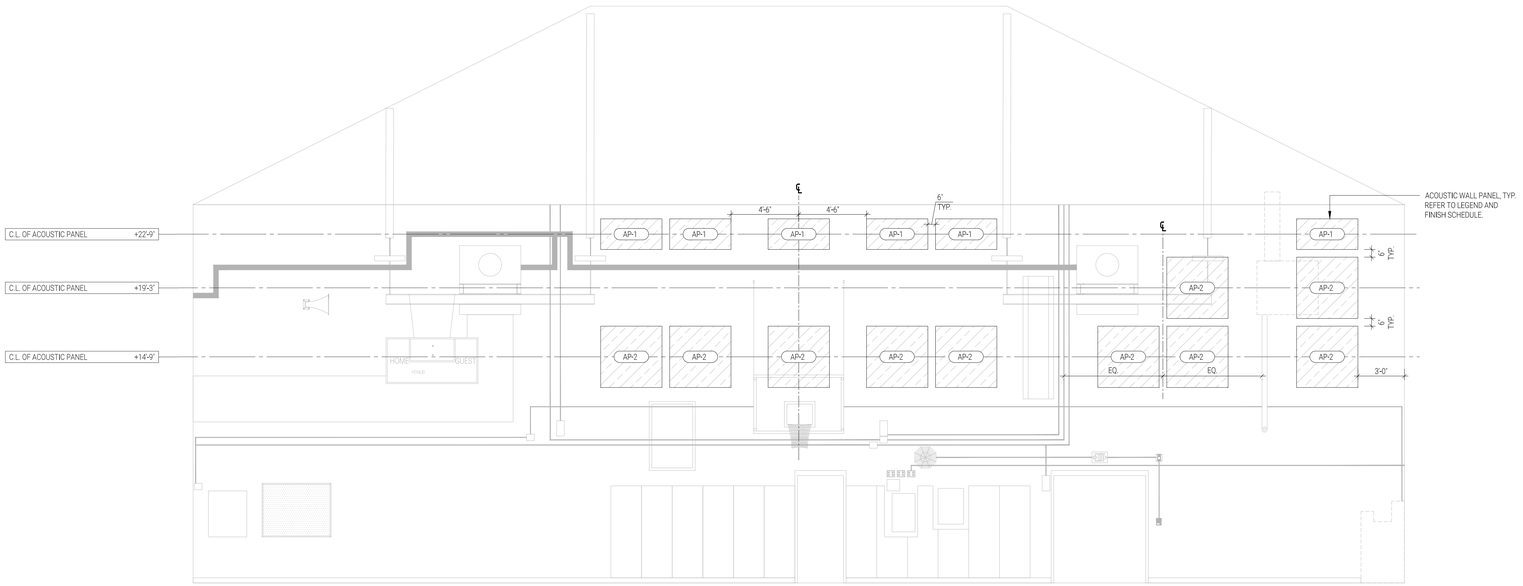
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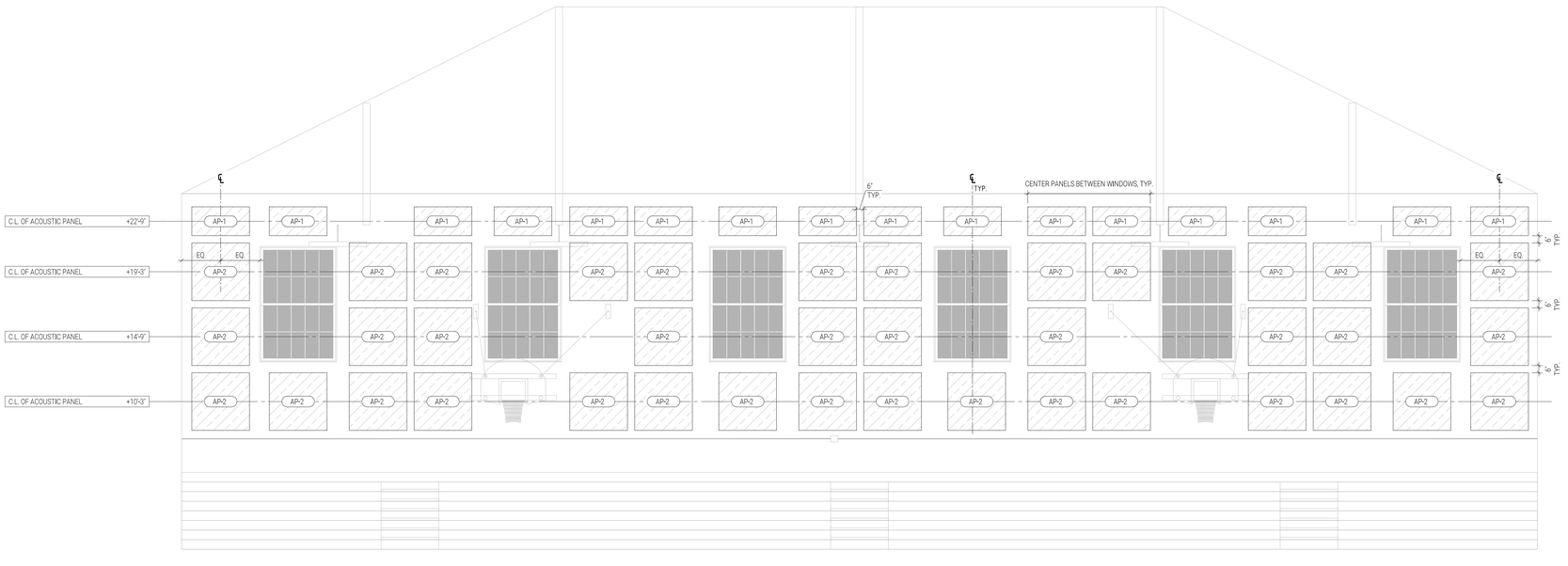
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WALL PANEL LEGEND

AP-1	24" X 48" ACOUSTIC WALL PANEL
AP-2	48" X 48" ACOUSTIC WALL PANEL



1 **GYMNASIUM - ALTERNATE NO. 1**
1/4"=1'-0" | ROOM 14 NORTH



2 **GYMNASIUM - ALTERNATE NO. 1**
1/4"=1'-0" | ROOM 14 EAST

twa
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ISSUE DATE May 26, 2023
TITLE

INTERIOR ELEVATIONS - GYMNASIUM

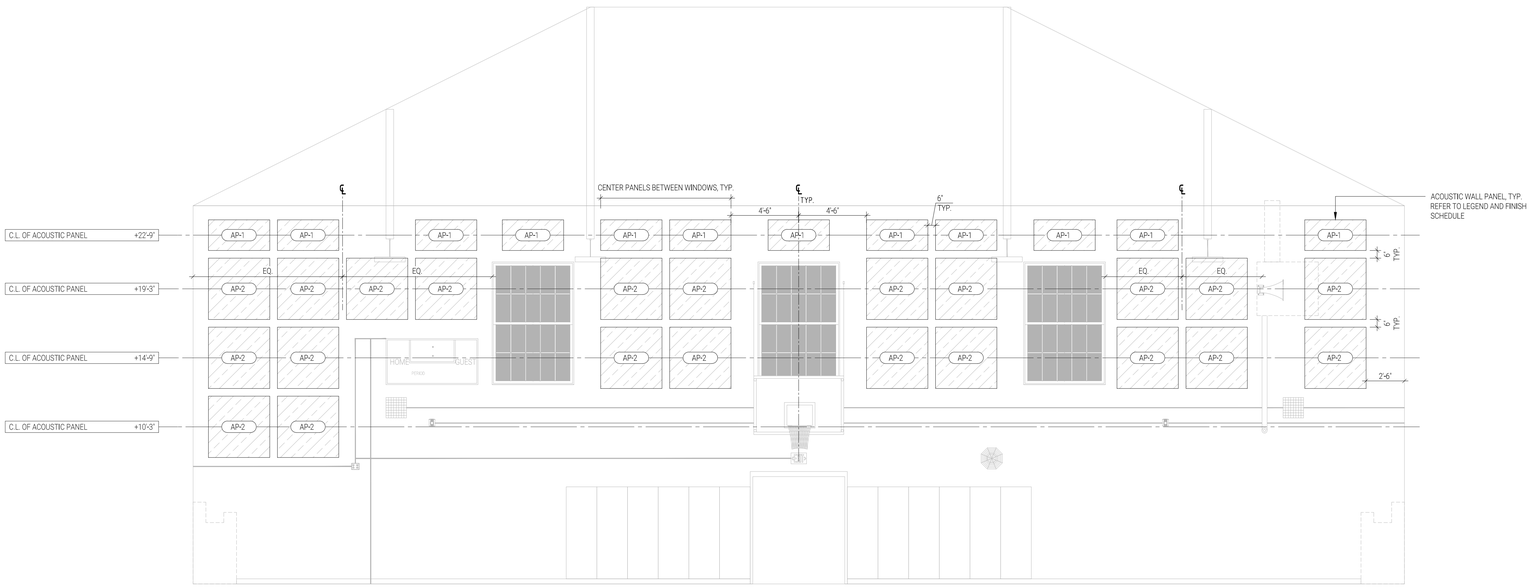
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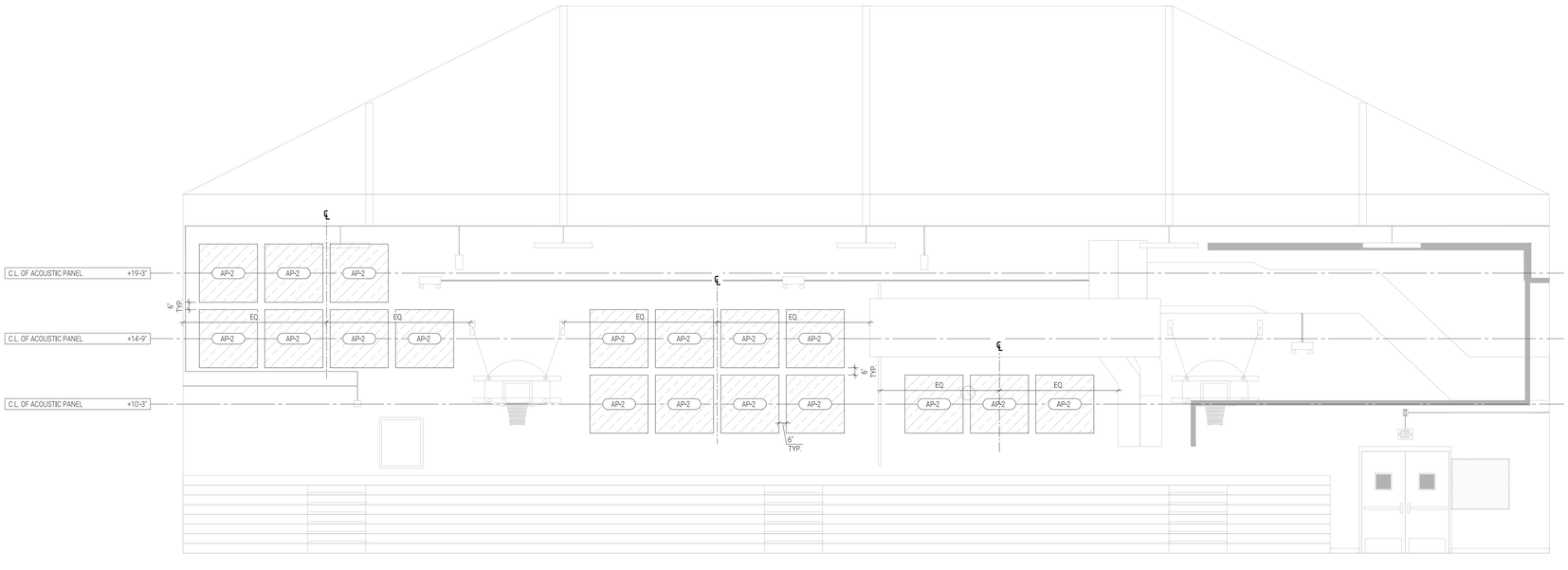
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WALL PANEL LEGEND

AP-1	24" X 48" ACOUSTIC WALL PANEL
AP-2	48" X 48" ACOUSTIC WALL PANEL



1 **GYMNASIUM - ALTERNATE NO. 1**
1/4"=1'-0" | ROOM 14 SOUTH



2 **GYMNASIUM - ALTERNATE NO. 1**
1/4"=1'-0" | ROOM 14 WEST

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TITLE

INTERIOR ELEVATIONS - GYMNASIUM

SHEET

A713

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GENERAL NOTES

INTERIOR GENERAL NOTES

1	CONTACT THOMAS WEEMS ARCHITECT FOR CLARIFICATION IN THE EVENT OF CONTRADICTORY INFORMATION BETWEEN DRAWINGS, LEGENDS, AND/OR SPECIFICATIONS PRIOR TO EXECUTING AFFECTED WORK.
2	REFER TO FINISH SCHEDULE FOR GENERAL FINISHES. REFER TO INTERIOR DRAWING SERIES AND SPECIFICATIONS FOR COMPLETE INTERIOR FINISH INFORMATION.
3	PROVIDE ALL INTERIOR FINISHES PER SCHEDULE & SPECIFICATIONS. SUBSTITUTIONS REQUIRE APPROVAL.
4	GENERAL CONTRACTOR TO INSTALL ALL FINISHES ACCORDING TO FINISH MANUFACTURER'S RECOMMENDATION.
5	SUBMIT TWO (2) SAMPLES FOR APPROVAL PER MATERIAL SPECIFIED, LABEL EACH TO MATCH THE FINISH KEY DESIGNATION. INCLUDE PRODUCT DATA, SEAMING DIAGRAMS AND SHOP DRAWINGS PRIOR TO PROCUREMENT OR FABRICATION.
6	ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8 OF THE 2012 INTERNATIONAL BUILDING CODE AND NFPA 101, 2012.
7	ALL INTERIOR WALL & CEILING FINISH MATERIAL SHALL BE CLASS 'A' OR CLASS 'B'.
8	ALL INTERIOR FLOOR COVERINGS TO BE CLASS 'I' OR CLASS '2'.

INTERIOR DEMOLITION

1	VERIFY WITH OWNER/ARCHITECT WHICH ITEMS INDICATED TO BE REMOVED ARE TO BE REUSED IN THE PROJECT OR TURNED OVER TO THE OWNER. ITEMS NOT SO DESIGNATED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF.
2	REPLACE ANY ITEM DEMOLISHED OR DAMAGED BY DEMOLITION AND NOT SPECIFIED FOR DEMOLITION WITH A LIKE ITEM AS APPROVED BY OWNER AT NO ADDITIONAL COST.
3	PROTECT ALL EXISTING FLOOR, WALL, AND CEILING FINISHES TO REMAIN AND REPAIR ANY DAMAGE AS A RESULT OF DEMOLITION OR CONSTRUCTION.

PAINTING

1	REFER TO SPECIFICATIONS FOR PAINT FINISH SYSTEMS.
2	PAINT SHEENS:
	2.1 REFER TO MANUFACTURER'S STANDARD DEFINITION FOR GLOSS RANGE ON PAINT SHEENS.
	2.2 PROVIDE FLAT FINISH ON ALL CEILINGS, CEILING CLOUDS, AND EXPOSED CEILING COMPONENTS (STRUCTURAL, MECHANICAL, ELECTRICAL), U.N.O.
	2.3 PROVIDE EGGSHELL FINISH AT ALL GYPSUM BOARD WALLS AND EXPOSED CEILING STRUCTURE, U.N.O.
	2.4 PROVIDE SEMI-GLOSS FINISH AT ALL MASONRY WALLS, HOLLOW METAL FRAMES AND OTHER PAINTED METAL, U.N.O.
3	PROVIDE EPOXY PAINT IN AREAS SPECIFIED WITH AN 'E' BEFORE PAINT DESIGNATION (i.e. EP-1 = SAME COLOR AS P-1 IN AN EPOXY FORMULATION)

FLOOR

1	PREPARE ALL FLOOR SURFACES TO RECEIVE NEW FLOORING MATERIAL PER MANUFACTURER'S INSTRUCTIONS. PATCH & LEVEL ALL OPENINGS, DEPRESSIONS, ETC. FLOOR MUST BE CLEAR OF ALL DEBRIS, ROUGHNESS, ETC. & LEVEL FOR INSTALLATION.
2	REFER TO FINISH FLOOR PLAN FOR FLOOR PATTERNS IN AREAS WITH MULTIPLE FLOORING MATERIALS. WHERE TRANSITIONS OF SAME MATERIAL IN DIFFERENT COLORS OCCUR, SUBCONTRACTOR TO PROVIDE CLEAN, STRAIGHT VISUAL TRANSITIONS.
3	FLOORING SUBCONTRACTOR TO INSTALL NOTED TRANSITION STRIPS AT ALL OCCURRENCES OF FLOORING MATERIAL CHANGE. ALIGN TRANSITION OF FLOOR MATERIAL WITH CENTER OF HINGE IN DOORWAY, U.N.O. VERIFY FLOOR HEIGHTS IN FIELD.

BASE

1	REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR BASE LOCATIONS AND EXTENTS.
2	WHERE NEW FLOORING IS INSTALLED IN EXISTING CORRIDORS, REMOVE EXISTING RUBBER WALL BASE AND REPLACE WITH NEW RUBBER WALL BASE TO MATCH THE PREVIOUS EXISTING HEIGHT AND EXTENTS.

WALL

1	PATCH AND PREP ALL WALLS TO REMAIN FOLLOWING DEMO.
2	USE GENERAL WALL PAINT EP-1, U.N.O. REFER TO FINISH SCHEDULE AND FINISH PLAN FOR ACCENT COLOR LOCATION AND EXTENT.
3	REFER TO ARCHITECTURAL DRAWINGS FOR EQUIPMENT AND ACOUSTICAL PANEL MOUNTING HEIGHTS. CONFIRM WITH ARCHITECT/OWNER PRIOR TO RE-INSTALLATION OF EXISTING EQUIPMENT.

DOORS, WINDOWS & OPENINGS

1	PAINT INTERIOR DOORS AND FRAMES P-2.
2	PAINT EXTERIOR DOORS AND FRAMES P-4 ON EXTERIOR SIDE AND P-2 ON INTERIOR SIDE.

CEILING

1	PAINT GYPSUM BOARD CEILINGS AND SOFFITS P-3, U.N.O. REFER TO FINISH SCHEDULE.
2	LIGHT FIXTURES, HOISTS, RIGGING, AND OTHER CEILING HARDWARE TO BE FACTORY FINISHED. COLOR TO BE SELECTED FROM MANUFACTURER'S FULL RANGE.
3	PAINT ALL EXPOSED DECK, STRUCTURE, AND MEP ITEMS P-3, U.N.O. REFER TO FINISH SCHEDULE.

MILLWORK/WALL PROTECTION

1	MILLWORK FINISHES ON SHOP DRAWINGS MUST BE APPROVED BY ARCHITECT PRIOR TO PRODUCTION.
2	PROVIDE SS-1 AT ALL HORIZONTAL COUNTERTOPS ON ARCHITECTURAL CASEWORK, U.N.O.
3	PROVIDE PL-1 AT ALL VERTICAL ARCHITECTURAL CABINETS AND CASEWORK, U.N.O.
4	WALL PROTECTION/LAMINATE WITH A WOOD GRAIN FINISH SHALL BE INSTALLED WITH GRAIN RUNNING IN THE VERTICAL DIRECTION, U.N.O. SEAM LOCATIONS WHERE APPLICABLE ARE NOTED ON ARCHITECTURAL DRAWINGS.

FINISH KEY

MATERIAL	ABRV.	DESCRIPTION	NOTES
LUXURY VINYL TILE	LVT-1	TARKETT - COLOR PLAY - COLOR POP - SEA SALT C145 - 18" X 18" TILE	GENERAL FLOOR
	LVT-2	TARKETT - COLOR PLAY - COLOR POP - SALTON SEA C138 - 18" X 18" TILE	ACCENT FLOOR, REFER TO FINISH PLAN
	LVT-3	TARKETT - COLOR PLAY - COLOR POP - COAL C144 - 18" X 18" TILE	ACCENT FLOOR, REFER TO FINISH PLAN
	LVT-4	TARKETT - COLOR PLAY - COLOR POP - ORIOLE C133 - 18" X 18" TILE	ACCENT FLOOR, REFER TO FINISH PLAN
RESILIENT BASE	RB-1	TARKETT - 4" TRADITIONAL RUBBER WALL BASE - COILED LENGTHS - 40 BLACK	REFER TO FINISH SCHEDULE, V.I.F.
	RB-2	TARKETT - 6" TRADITIONAL RUBBER WALL BASE - COILED LENGTHS - 40 BLACK	REFER TO FINISH SCHEDULE, V.I.F.
WOOD BASE	WB-1	WOOD BASE - REFER TO DTL 16/A711 FOR PROFILE	REFER TO FINISH SCHEDULE
TRANSITION STRIPS	TS-1	TARKETT - 1" WIDTH T-MOULDING TO SUIT CONDITIONS - 40 BLACK - VERIFY FLOOR HEIGHTS IN FIELD	LVT TO EXISTING WOOD TRANSITIONS
	TS-2	TARKETT - 1" WIDTH T-MOULDING TO SUIT CONDITIONS - 40 BLACK - VERIFY FLOOR HEIGHTS IN FIELD	LVT TO EXISTING CERAMIC TILE TRANSITIONS
	TS-3	TARKETT - 1" WIDTH T-MOULDING TO SUIT CONDITIONS - 40 BLACK - VERIFY FLOOR HEIGHTS IN FIELD	LVT TO EXISTING LVT TRANSITIONS
	TS-4	TARKETT - 1" WIDTH T-MOULDING TO SUIT CONDITIONS - 40 BLACK - VERIFY FLOOR HEIGHTS IN FIELD	LVT TO EXISTING TERRAZZO TRANSITIONS
RESILIENT TREAD SYSTEM	RN-1	TARKETT - RUBBER TOP STEP NOSING - MATCH EXISTING NOSING PROFILE - VERIFY LENGTH IN FIELD - 40 BLACK	STAIR TOP STEP NOSING
PAINT	EP-1	SHERWIN WILLIAMS - PAINT TO MATCH EXISTING "WHITE" - EPOXY FORMULATION, EGGSHELL FINISH	GENERAL WALLS
	P-2	SHERWIN WILLIAMS - SW 6991 BLACK MAGIC - SEMI-GLOSS FINISH	INTERIOR DOORS AND FRAMES
	P-3	SHERWIN WILLIAMS - SW 7005 PURE WHITE - SATIN/FLAT FINISH	GYP BD CEILINGS
	P-4	SHERWIN WILLIAMS - PAINT TO MATCH EXISTING EXTERIOR "WHITE" - SEMI-GLOSS FINISH	EXTERIOR DOORS AND FRAMES - EXTERIOR SIDE ONLY
PLASTIC LAMINATE	PL-1	WILSONART - HIGH PRESSURE LAMINATE - 5024K-19 BLACKBIRD - LENO WEAVE FINISH	ARCHITECTURAL CASEWORK - CABINETS AND GATES
SOLID SURFACE	SS-1	WILSONART - SOLID SURFACE - 9175ML AVALANCHE MELANGE	ARCHITECTURAL CASEWORK - COUNTERS
GLAZING FILM	FILM-1	SECURITY GLAZING FILM - CLEAR - REFER TO SPECIFICATIONS	SEE DOOR SCHEDULE
ACOUSTIC WALL PANELS	AP-1	2'-0" X 4'-0" WALL PANEL - GUILFORD OF MAINE - FR701 - COLOR TO BE SELECTED FROM MANUFACTURER'S FULL RANGE	GYMNASIUM ALT. NO. 1
	AP-2	4'-0" X 4'-0" WALL PANEL - GUILFORD OF MAINE - FR701 - COLOR TO BE SELECTED FROM MANUFACTURER'S FULL RANGE	GYMNASIUM ALT. NO. 1
ACOUSTICAL MATERIALS	AM-1	ARMSTRONG - REFER TO SPECIFICATIONS - 24 X 24 TILE, SQUARE LAY-IN PANEL, 15/16" PRELUDE GRID - WHITE	GENERAL CEILING

MILLWORK SCHEDULE

NO.	ROOM NAME	COUNTERTOP	CABINET
102	RECEPTION	SS-1	PL-1
104	ATTENDANCE	SS-1	PL-1

FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	BASE	WALL				MILLWORK	CEILING MATERIAL	CEILING FINISH	CEILING HEIGHT	SOFFIT FINISH	SOFFIT HEIGHT	NOTES	NO.
				NORTH	EAST	SOUTH	WEST								
001A	CORRIDOR A	LVT-1, 2, 3, 4	RB-1, V.I.F.			EP-1									001A
001B	CORRIDOR B	LVT-1, 2, 3, 4	RB-1, 2, V.I.F.												001B
001C	CORRIDOR C	LVT-1, 2, 3, 4	RB-1, 2, V.I.F.												001C
001D	CORRIDOR D	LVT-1, 2, 3, 4	RB-2, V.I.F.												001D
001E	CORRIDOR E	LVT-1, 2, 3, 4	RB-2, V.I.F.												001E
001F	CORRIDOR F	LVT-1, 2, 3, 4	RB-2, V.I.F.												001F
001G	ELEV	LVT-1	-												001G
001H	CAFETERIA	LVT-1, 2, 3, 4	RB-1, V.I.F.												001H
001J	OFFICE	LVT-1	RB-1, V.I.F.												001J
001K	HOUSEKEEPING	LVT-1	RB-1, V.I.F.												001K
001L	OFFICE	LVT-1	RB-1, V.I.F.												001L
001M	OFFICE	LVT-1	RB-1, V.I.F.												001M
001N	VESTIBULE	LVT-1	RB-1, V.I.F.												001N
4A,4B	CLASSROOM	LVT-1	RB-1, V.I.F.												4A,4B
4C	STORAGE	LVT-1	RB-1, V.I.F.												4C
100	SECURE VESTIBULE	LVT-1, 2, 3, 4	RB-1	EP-1	EP-1	EP-1	EP-1		ACOUS MTRL	AM-1	REFER TO CLG PLAN				100
101	WAITING	LVT-1	WB-1	EP-1			EP-1		ACOUS MTRL	AM-1	REFER TO CLG PLAN				101
102	RECEPTION	LVT-1	WB-1	EP-1	EP-1	EP-1		SEE MILLWORK SCHEUDLE	ACOUS MTRL / GYP BD	AM-1	REFER TO CLG PLAN	P-3	REFER TO CLG PLAN		102
103	WORK	LVT-1	WB-1	EP-1	EP-1	EP-1	EP-1		ACOUS MTRL	AM-1	REFER TO CLG PLAN				103
104	ATTENDANCE	LVT-1	WB-1		EP-1	EP-1	EP-1	SEE MILLWORK SCHEDULE	ACOUS MTRL / GYP BD	AM-1	REFER TO CLG PLAN	P-3	REFER TO CLG PLAN		104
002A	CORRIDOR A	LVT-1, 2, 3, 4	RB-1, V.I.F.												002A
002B	CORRIDOR B	LVT-1, 3	RB-1, V.I.F.												002B
002C	CORRIDOR C	LVT-1, 2, 3, 4	RB-1, V.I.F.												002C
002D	CORRIDOR D	LVT-1, 3	RB-1, V.I.F.												002D
002E	CORRIDOR E	LVT-1, 2, 3, 4	RB-1, V.I.F.												002E
002F	STORAGE	LVT-1	RB-1, V.I.F.												002F
002G	HOUSEKEEPING	LVT-1	RB-1, V.I.F.												002G
26	CLASSROOM	LVT-1	RB-1, V.I.F.												26
34	CLASSROOM	LVT-1	RB-1, V.I.F.												34

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STRUCTURE

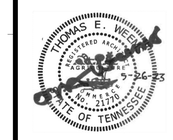
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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

TITLE

FINISH SCHEDULE

SHEET

A800

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2 OVERALL FINISH FLOOR PLAN - LEVEL 2

1/16"=1'-0"



1 OVERALL FINISH FLOOR PLAN - LEVEL 1

1/16"=1'-0"

FINISH PLAN LEGEND

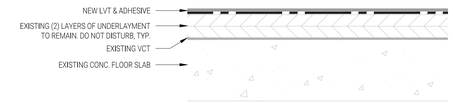
- EXISTING FLOORING
- LVT-1: TARKETT COLOR PLAY COLOR POP, 18 X 18 TILE C145 SEA SALT
- LVT-2: TARKETT COLOR PLAY COLOR POP, 18 X 18 TILE C138 SALTON SEA
- LVT-3: TARKETT COLOR PLAY COLOR POP, 18 X 18 TILE C144 COAL
- LVT-4: TARKETT COLOR PLAY COLOR POP, 18 X 18 TILE C133 ORIOLE
- RN-1: TARKETT RESILIENT NOSING TOP STEP NOSING PER FINISH KEY
- TS-1: TARKETT 1" WIDTH T-MOULDING TO SUIT CONDITIONS 40 BLACK - LVT TO EXISTING WOOD
- TS-2: TARKETT 1" WIDTH T-MOULDING TO SUIT CONDITIONS 40 BLACK - LVT TO EXISTING CERAMIC TILE
- TS-3: TARKETT 1" WIDTH T-MOULDING TO SUIT CONDITIONS 40 BLACK - LVT TO EXISTING LVT
- TS-4: TARKETT 1" WIDTH T-MOULDING TO SUIT CONDITIONS 40 BLACK - LVT TO EXISTING TERRAZZO

GENERAL NOTES - FINISHES

1	CONTACT THOMAS WEEMS ARCHITECT FOR CLARIFICATION IN THE EVENT OF CONTRADICTORY INFORMATION BETWEEN DRAWINGS, LEGENDS, AND/OR SPECIFICATIONS PRIOR TO EXECUTING AFFECTED WORK.
2	REFER TO FINISH SCHEDULE FOR GENERAL FINISHES. REFER TO INTERIOR ELEVATION DRAWING SERIES AND SPECIFICATIONS FOR COMPLETE INTERIOR FINISH INFORMATION.
3	PROVIDE ALL INTERIOR FINISHES PER SCHEDULE & SPECIFICATIONS. SUBSTITUTIONS REQUIRE APPROVAL.
4	GENERAL CONTRACTOR TO INSTALL ALL FINISHES ACCORDING TO FINISH MANUFACTURER'S RECOMMENDATION.
5	SUBMIT TWO (2) SAMPLES FOR APPROVAL PER MATERIAL SPECIFIED, LABEL EACH TO MATCH THE FINISH KEY DESIGNATION. INCLUDE PRODUCT DATA, SEAMING DIAGRAMS AND SHOP DRAWINGS PRIOR TO PROCUREMENT OR FABRICATION.
6	ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTER 8 OF THE 2012 INTERNATIONAL BUILDING CODE AND NFPA 101, 2012.
7	ALL INTERIOR WALL & CEILING FINISH MATERIAL SHALL BE CLASS 'A' OR CLASS 'B'.
8	ALL INTERIOR FLOOR COVERINGS TO BE CLASS '1' OR CLASS '2'.
9	REFER TO FINISH FLOOR PLAN FOR FLOOR PATTERNS IN AREAS WITH MULTIPLE FLOORING MATERIALS. WHERE TRANSITIONS OF SAME MATERIAL IN DIFFERENT COLORS OCCUR, SUBCONTRACTOR TO PROVIDE CLEAN, STRAIGHT VISUAL TRANSITIONS.

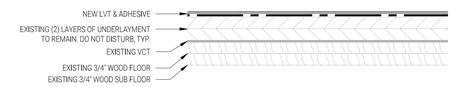
KEYED NOTES - FINISHES

F.1	VERIFY EXISTING TRANSITION STRIP ACCOMMODATES NEW FLOORING.



A FLOOR DETAIL - CORRIDOR

3"=1'-0"



B FLOOR DETAIL - CLASS RM/CAFE

3"=1'-0"

PLAN NORTH

0' 4' 8' 16' 32'

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THOMAS E. WEEMS REGISTERED ARCHITECT 5-26-23 STATE OF TENNESSEE

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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

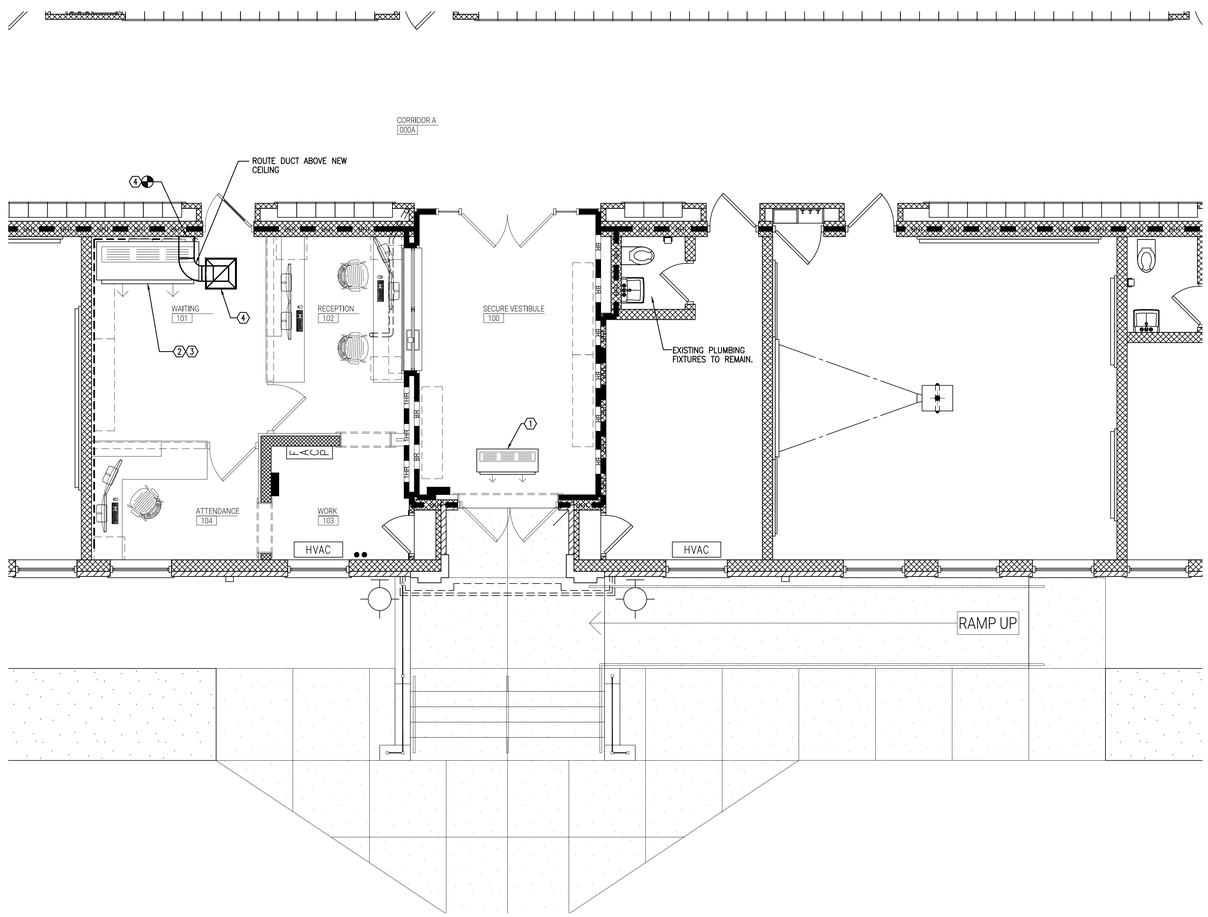
TITLE

OVERALL FINISH FLOOR PLANS

SHEET

A801

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FLOOR PLAN - HVAC

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

GENERAL NOTES:

1. THE NEW PIPING FOR THE RELOCATED FAN COIL UNITS SHALL BE TYPE L COPPER WITH WROUGHT COPPER SOLDER FITTINGS. PROVIDE NEW BALL VALVES AT EACH UNIT TO ALLOW FOR THE SERVICE OF THE UNIT.
2. INSULATE THE NEW FAN COIL PIPING WITH 1" THICK GLASS FIBER INSULATION WITH AN ALL SERVICE JACKET.
3. CONDENSATE WATER PIPING SHALL BE SCHEDULE 40 PVC. INSULATE WITH 1/2" GLASS FIBER INSULATION WITH AN ALL SERVICE JACKET TO PREVENT SWEATING.

NOTES FOR VESTIBULE UNIT RELOCATION:

(1) REMOVE THE EXISTING FAN COIL TYPE UNIT FROM THE EXISTING CEILING AND RELOCATE BELOW THE NEW LAY IN CEILING. REFER TO THE REFLECTED CEILING PLAN FOR THE EXACT LOCATION OF THE RELOCATED UNIT. PROVIDE NEW SUPPORTS BACK UP TO THE EXISTING STRUCTURE. CONNECT TO THE BRANCH PIPING SERVING THIS UNIT AND EXTEND DOWN TO THE RELOCATED UNIT. THE PIPING APPEARS TO BE 3/4" IN SIZE. VERIFY THE EXACT SIZE IN THE FIELD AND ADJUST AS REQUIRED TO MATCH THE EXISTING. RELOCATE THE EXISTING CONTROL WIRING AND RECONNECT TO THE RELOCATED UNIT.

NOTES FOR OFFICE UNIT RELOCATION:

(2) REMOVE THE EXISTING FAN COIL TYPE UNIT FROM THE EXISTING CEILING AND RELOCATE BELOW THE NEW LAY IN CEILING. REFER TO THE REFLECTED CEILING PLAN FOR THE EXACT LOCATION OF THE RELOCATED UNIT. PROVIDE NEW SUPPORTS BACK UP TO THE EXISTING STRUCTURE. CONNECT TO THE BRANCH PIPING SERVING THIS UNIT AND EXTEND DOWN TO THE RELOCATED UNIT. THE PIPING APPEARS TO BE 3/4" IN SIZE. VERIFY THE EXACT SIZE IN THE FIELD AND ADJUST AS REQUIRED TO MATCH THE EXISTING. RELOCATE THE EXISTING CONTROL WIRING AND RECONNECT TO THE RELOCATED UNIT.

(3) PROVIDE A NEW CONDENSATE PUMP AND RESERVOIR SIMILAR TO A MINIBLUE WITH CAPACITY OF 2.1 GPM AT 16.5 FEET OF LIFT. MOUNT ON THE SIDE OF THE RELOCATED UNIT. ROUTE NEW 1/2" PIPING BACK UP TO THE EXISTING CONDENSATE LINE AND CONNECT.

(4) REMOVE THE EXISTING WALL GRILLE. CONNECT A NEW DUCT OF APPROXIMATE SIZE OF 12 X 12. VERIFY THE EXACT SIZE IN THE FIELD AND ADJUST TO MATCH. EXTEND THE NEW DUCT DOWN TO THE NEW LAYIN CEILING. PROVIDE AND CONNECT TO A 12 X 12 EGG CRATE GRILLE WITH 24 X 24 FRAME. ADJUST LOCATION OF GRILLE TO FIT INTO THE NEW CEILING GRID.

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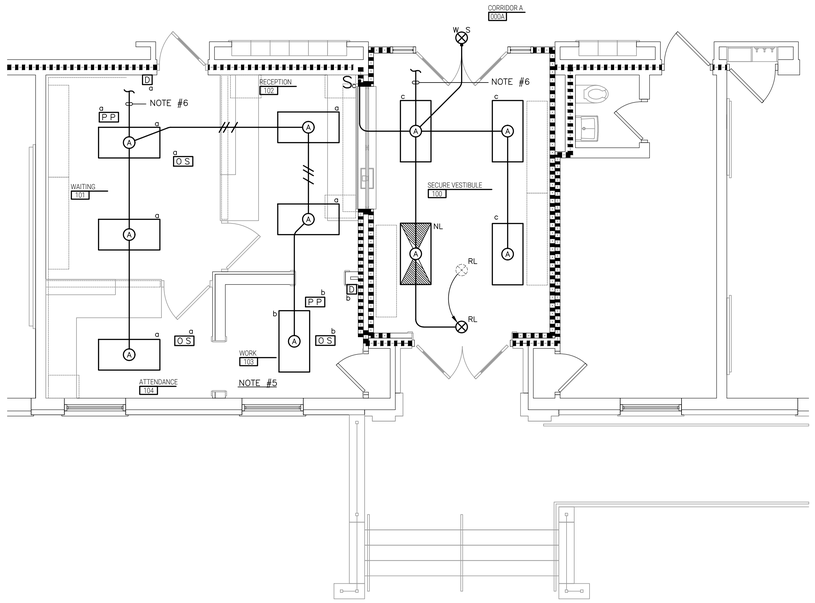
TITLE

FLOOR PLAN - HVAC

SHEET

M101

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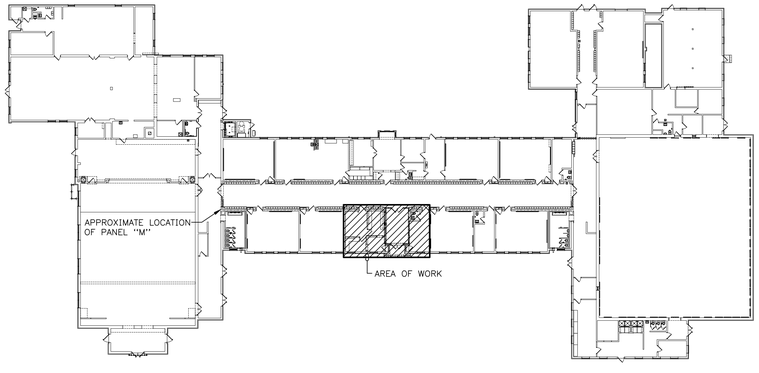
FLOOR PLAN – LIGHTING

SCALE: ¼"=1'–0"

0' 2' 4' 8'

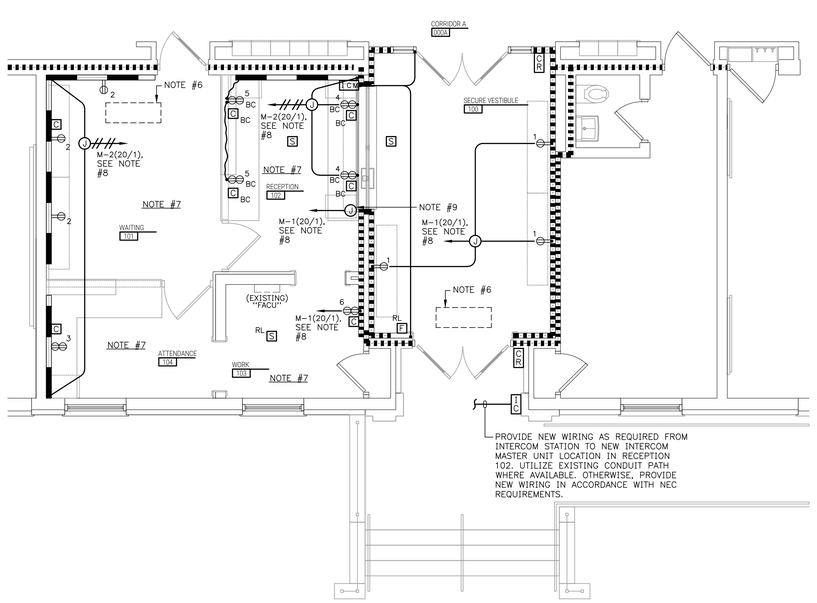
LIGHTING NOTES:

1. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATIONS OF ALL LIGHTING FIXTURES.
2. EXIT SIGNS AND BUILT–IN BATTERY PACKS SHALL BE CONNECTED TO LOCAL UNSWITCHED LIGHTING CIRCUITS AS INDICATED ON DRAWINGS.
3. "NL" BY LIGHTING FIXTURE INDICATES FIXTURE TO BE UNSWITCHED "NIGHT LIGHT".
4. "RL" BY EXIT SIGN INDICATES EXIT SIGN TO BE RELOCATED FROM DASHED LOCATION TO SOLID LOCATION INDICATED. REVISE WIRING AS REQUIRED. PROVIDE BLANK COVERPLATES OVER ABANDONED BOXES.
5. REMOVE EXISTING LIGHTING FIXTURES AND LIGHTING CONTROLS IN AREAS WHERE NEW LIGHTING FIXTURES AND LIGHTING CONTROLS ARE INDICATED. PROVIDE NEW LIGHTING FIXTURES AND LIGHTING CONTROLS AS SHOWN. UTILIZE EXISTING BRANCH CIRCUIT WIRING SERVING LIGHTING BEING REMOVED TO SERVE NEW LIGHTING ARRANGEMENT SHOWN. RECONFIGURE EXISTING BRANCH WIRING AS REQUIRED.
6. CONNECT TO EXISTING BRANCH WIRING SERVING LIGHTING BEING REMOVED IN THIS AREA.



KEY PLAN

N.T.S.



FLOOR PLAN – POWER AND COMMUNICATIONS

SCALE: ¼"=1'–0"

0' 2' 4' 8'

POWER AND COMMUNICATIONS NOTES:

1. RECESSED OUTLET BOXES ON OPPOSITE SIDES OF FIRE RATED PARTITIONS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF AT LEAST 24 INCHES.
2. "BC" BY DEVICE INDICATES DEVICE TO BE MOUNTED BELOW COUNTER AT STANDARD HEIGHT (+18" AFF). COORDINATE EXACT ROUGH–IN LOCATION WITH G.C. SUCH THAT OUTLET BOX IS LOCATED IN "KNEE SPACE", CLEAR OF ALL DRAWERS, CABINETS, COUNTER SUPPORTS, ETC.
3. "RL" BY FIRE ALARM PULL STATION ANDSMOKE DETECTOR INDICATES DEVICES TO BE RELOCATED TO NEW LOCATIONS DUE TO NEW WALL CONSTRUCTION AND NEW DROPPED CEILING INSTALLATION. COORDINATE WORK WITH G.C.
4. REMOVE ALL DEVICES, WIRING, ETC. ON WALLS BEING REMOVED. REFER TO ARCHITECTURAL DEMOLITION DRAWINGS FOR ADDITIONAL INFORMATION.
5. PROVIDE WIRING AS REQUIRED FROM INTERCOM MASTER UNIT TO DOORS NOTED. CONNECT ELECTRIC STRIKES ON DOORS AS REQUIRED TO ALLOW DOORS TO BE RELEASED BY PUSH BUTTONS ON INTERCOM MASTER UNIT. UTILIZE MINIMUM SIZE "WIREMOLD" RACEWAY ON EXISTING WALLS. COORDINATE WORK WITH G.C. AND DOOR HARDWARE SUPPLIER.
6. EXISTING HVAC UNIT TO BE RELOCATED TO LOCATION SHOWN BY MECHANICAL CONTRACTOR. RE–ROUTE EXISTING CIRCUIT(S) SERVING THESE UNITS TO NEW LOCATIONS AND RECONNECT AS REQUIRED.
7. REMOVE EXISTING DEVICES, WIRING, ETC. IN AREAS NOTED AND REPLACE WITH NEW WIRING, DEVICES, ETC. EXISTING DEVICES, WIRING, ETC. MAY BE REUSED WHERE PRACTICABLE TO ACHIEVE NEW LAYOUT SHOWN. OTHERWISE, PROVIDE NEW DEVICES, WIRING, ETC. AS INDICATED.
8. CIRCUITS SERVING THIS AREA SHALL BE SERVED BY EXISTING PANEL "M"(120/208V.) ACCORDING TO CONSTRUCTION DOCUMENTS OF A PREVIOUS PROJECT AT T.A. DUGGER JUNIOR HIGH, PANEL "M" SERVED RECEPTACLE CIRCUITS IN THIS AREA. VERIFY CIRCUIT NUMBERS IN FIELD. UTILIZE EXISTING CIRCUITS THAT BECOME AVAILABLE DUE TO RENOVATION WORK WHERE AVAILABLE.
9. CONNECT MOTORIZED ROLLING FIRE SHUTTER, 120/1. CONNECT TO FIRE ALARM SYSTEM SUCH THAT DETECTION OF SMOKE ON EITHER SIDE CLOSES SHUTTER. COORDINATE WORK WITH G.C. AND FIRE SHUTTER INSTALLER.

WALL LEGEND

■■■■■■■■■■	1-HOUR FIRE BARRIER
■■■■■■■■■■	BULLET RESISTANT

twa
THOMAS WEEMS ARCHITECT

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JOHNSON CITY, TN 37604
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RENOVATIONS TO:

T.A. DUGGER JUNIOR HIGH SCHOOL

305 WEST 'E' STREET
ELIZABETHTON, TENNESSEE 37643

CIVIL

TYSINGER, HAMPTON & PARTNERS, INC.
7 WORTH CIRCLE
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STRUCTURE

SPODEN & WILSON CONSULTING
430 CLAY STREET
KINGSPORT, TN 37660

FIRE PROTECTION
PLUMBING
MECHANICAL

MECHANICAL DESIGN SERVICES
P.O. BOX 10025
KNOXVILLE, TN 37919

ELECTRICAL

VREELAND ENGINEERS
3107 SUTHERLAND AVENUE
KNOXVILLE, TN 37919

HAROLD E. DAMRON
REGISTERED ENGINEER
AGRICULTURE
No. 022989
STATE OF TENNESSEE
5-26-23

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REVISIONS

PROJECT NO 022-024

ISSUE DATE May 26, 2023

TITLE

FLOOR PLAN - LIGHTING AND POWER

SHEET

E101

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E101 Secure Vestibule Project – Floor Plan – Lighting and Power.dwg
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ELECTRICAL SPECIFICATIONS

1. SCOPE: FURNISH PLANT, LABOR, MATERIAL, SERVICES, AND EQUIPMENT NECESSARY FOR AND REASONABLY INCIDENTAL TO THE INSTALLATION OF ELECTRICAL FACILITIES SHOWN ON THE DRAWINGS AND CALLED FOR HEREINAFTER.

2. CODES AND PERMITS: SECURE NECESSARY PERMITS, PAY NECESSARY FEES, CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES.

3. POWER SERVICE: POWER SERVICE SHALL BE TAKEN FROM THE EXISTING BUILDING POWER DISTRIBUTION SYSTEM AS INDICATED ON DRAWINGS.

4. WIRING METHODS: FURNISH AND INSTALL A SYSTEM OF LINE VOLTAGE POWER WIRING FOR RENOVATION AREA AS INDICATED ON DRAWINGS AND AS SET FORTH HEREINAFTER. ALL WIRING SHALL BE RUN CONCEALED TO THE MAXIMUM EXTENT POSSIBLE. UTILIZE ELECTRICAL-METALLIC TUBING (EMT) FOR NEW CONDUIT RUNS THAT ARE CONCEALED ABOVE LAY-IN ACOUSTICAL TILE CEILINGS AND CONCEALED IN NEW WALL CONSTRUCTION. EXISTING CONDUIT AND BOXES MAY BE UTILIZED WHERE PRACTICABLE TO ACHIEVE NEW BRANCH WIRING ARRANGEMENTS SHOWN ON DRAWINGS. OTHERWISE, PROVIDE ALL NEW CONDUIT AND BOXES AS ILLUSTRATED. PROVIDE TWO COMPARTMENT SURFACE NON-METALLIC RACEWAY SYSTEM WHERE INDICATED ON DRAWINGS, OTHERWISE, ALL NEW WIRING SHALL BE INSTALLED CONCEALED UNLESS SPECIFIC PERMISSION IS GIVEN BY ARCHITECT FOR EXPOSED WIRING. ALL CONDUCTORS SHALL BE COPPER WITH "THHN/THWN" INSULATION. PROVIDE COLOR CODING OF CONDUCTORS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE REQUIREMENTS. MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG WITH LARGER SIZES WHERE INDICATED ON DRAWINGS. ALL WIRING (CONCEALED AND EXPOSED) SHALL BE RUN IN A NEAT AND WORKMANLIKE MANNER, PARALLEL OR PERPENDICULAR TO BUILDING STRUCTURAL ELEMENTS. NO DIAGONAL RUNS WILL BE PERMITTED. NEW EXPOSED WIRING RUNS SHALL BE SUBJECT TO APPROVAL OF ROUTING IN ADVANCE OF INSTALLATION BY ARCHITECT.

5. WORK AT EXISTING PANELBOARDS: MAKE MODIFICATIONS TO EXISTING PANELBOARDS AS ILLUSTRATED ON DRAWINGS. PROVIDE NEW CIRCUIT BREAKER IN EXISTING 120/208-VOLT PANELBOARDS TO SERVE BRANCH WIRING AS INDICATED ON PLANS. PROVIDE NEW TYPEWRITTEN CIRCUIT DIRECTORIES IN THE PANELBOARD TO REPLACE EXISTING CIRCUIT DIRECTORIES. NEW TYPEWRITTEN CIRCUIT DIRECTORIES SHALL ACCURATELY IDENTIFY TYPE OF LOAD, LOCATION OF LOAD, FOR EACH CIRCUIT BREAKER IN THE PANELBOARD WITH NUMBERING TO MATCH CIRCUIT BREAKER NUMBERS.

6. LIGHTING FIXTURES: FURNISH AND INSTALL NEW LED LIGHTING FIXTURES AS INDICATED ON DRAWINGS.

7. WIRING DEVICES: FURNISH AND INSTALL NEW DUPLEX PLUG RECEPTACLES, GFCI DUPLEX PLUG RECEPTACLES, WALL SWITCHES, ETC., AS INDICATED ON DRAWINGS. NEW WIRING DEVICES SHALL BE TAMPER RESISTANT WITH MINIMUM RATING OF 20-AMPERES. PROVIDE STAINLESS STEEL COVERPLATES. COLOR OF DEVICES SHALL BE IVORY, WHITE, OR GRAY AS DIRECTED BY ARCHITECT.

8. SURFACE NON-METALLIC RACEWAY SYSTEM: FURNISH AND INSTALL SURFACE NON-METALLIC RACEWAY FOR NEW WIRING REQUIRED ON EXISTING WALLS IN THE BUILDING AS ILLUSTRATED ON DRAWINGS. WHERE TWO-COMPARTMENT RACEWAY IS SHOWN, SURFACE NON-METALLIC RACEWAY SHALL HAVE A BUILT-IN DIVIDER FOR SEPARATION OF POWER AND COMMUNICATIONS WIRING. UTILIZE PANDUIT COMPANY T-70 SERIES WITH BUILT-IN DIVIDER OR EQUAL BY WIREMOLD OR HUBBELL IN THESE APPLICATIONS. THESE RACEWAYS SHALL BE 4-3/4" WIDE BY 1-1/4" DEEP. PROVIDE PLUG RECEPTACLES AND PROVISIONS FOR DATA OUTLETS IN RACEWAY AS INDICATED ON DRAWINGS. PROVIDE ALL NECESSARY ACCESSORIES INCLUDING DEVICE FACEPLATES, BOXES, T-CONNECTIONS, SUPPORT BRACKETS, ETC., FOR COMPLETE INSTALLATION. ELSEWHERE, WHERE NEW WIRING IS SHOWN ON EXISTING WALLS, PROVIDE SURFACE NON-METALLIC RACEWAY, SIMILAR AND EQUAL TO PANDUIT LDP SERIES. PROVIDE ALL NECESSARY ACCESSORIES INCLUDING SURFACE MOUNTED BOXES AND COVERS FOR COMPLETE INSTALLATION. INSTALLATION OF TWO-COMPARTMENT RACEWAYS AND SMALLER LDP RACEWAYS SHALL BE PERFORMED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. FURNISH AND INSTALL THE NECESSARY FITTINGS, ACCESSORIES, COUPLINGS, WIRE CLIPS, TRANSITION ELEMENTS, ETC., NECESSARY FOR AND REASONABLY INCIDENTAL TO THE PROPER INSTALLATION OF THE RACEWAY SYSTEM. CONFIRM EXACT ROUTING IN FIELD SO AS TO AVOID EXISTING OBSTRUCTIONS.

9. DEMOLITION AND EXISTING CONDITIONS: PLANS ARE APPROXIMATE IN NATURE AND MUST BE VERIFIED ON SITE. CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL ELECTRICAL DEMOLITION WORK REQUIRED TO ACCOMMODATE NEW WORK SHOWN ON DRAWINGS. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, AND OTHER DRAWINGS WHICH FURTHER INDICATE THE EXTENT OF DEMOLITION WORK REQUIRED. ELECTRICAL CONTRACTOR SHALL REMOVE ALL WIRING, DEVICES, EQUIPMENT, ETC., FROM WALLS BEING REMOVED AND SHALL REVISE WIRING AS NEEDED TO MAINTAIN SERVICE TO DOWNSTREAM LOADS THAT ARE OUTSIDE RENOVATION AREA. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL DEMOLITION INFORMATION. CONDUITS SERVING DEVICES/EQUIPMENT BEING REMOVED FROM BELOW CONCRETE FLOOR SLABS SHALL BE CUT OFF BELOW SLAB AND ABANDONED WITH ALL CONDUCTORS REMOVED BACK TO SOURCE PANELBOARD. CONTRACTOR SHALL ARRANGE WITH G.C. TO HAVE HOLES PATCHED SURROUNDING CONDITIONS. CONDUITS FEEDING DEVICES/EQUIPMENT BEING REMOVED FROM OVERHEAD SHALL BE DISCONNECTED AND REMOVED BACK TO SOURCE WITH ALL CONDUCTORS REMOVED AS WELL. ALL CEILINGS DAMAGED DUE TO REMOVAL OF ABANDONED CONDUIT SHALL BE REPLACED OR REPAIRED TO MATCH EXISTING CONDITIONS. COORDINATE WITH ARCHITECT. EXISTING CIRCUIT BREAKERS IN PANELBOARDS SERVING CIRCUITS THAT ARE NO LONGER IN USE AS A RESULT OF THIS RENOVATION PROJECT SHALL BE MARKED "SPARE" IN THE UPDATED PANELBOARD CIRCUIT DIRECTORY.

10. GROUNDING: FURNISH AND INSTALL GROUNDING IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE. PROVIDE A SEPARATE CODE-SIZED EQUIPMENT GROUNDING CONDUCTOR IN ALL NEW BRANCH CIRCUIT WIRING RUNS. SEPARATE GROUNDING CONDUCTOR IS GENERALLY NOT ILLUSTRATED ON THE DRAWINGS BUT SHALL BE REQUIRED. GROUND EQUIPMENT AND LIGHTING FIXTURES IN ACCORDANCE WITH CODE.

11. SITE VISITATION: VISIT THE SITE SO AS TO HAVE A FULL UNDERSTANDING OF WORK REQUIRED IN THE EXISTING BUILDING. MAKE DUE ALLOWANCE FOR SAME IN BID PRICE. PRIOR TO COMMENCEMENT OF ANY DEMOLITION WORK, CONTRACTOR SHALL CONFIRM THAT INFORMATION SHOWN ON DRAWINGS REGARDING EXISTING ELECTRICAL ARRANGEMENT IS ACCURATE. CALL ANY DISCREPANCIES THAT ARE DISCOVERED TO THE IMMEDIATE ATTENTION OF THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.

12. SUBMITTALS: PROVIDE SUBMITTALS FOR REVIEW BY ARCHITECT AND ENGINEER. SUBMITTALS SHALL BE PROVIDED IN ELECTRONIC PDF FILE FORMAT WITH DESCRIPTIVE FILENAMES AND ALL MANUFACTURER'S CUT SHEETS APPROPRIATELY HIGHLIGHTED TO CLEARLY NOTE THE SPECIFIC EQUIPMENT BEING PROPOSED FOR USE ON THIS PROJECT. SUBMITTALS ON THIS PROJECT SHALL INCLUDE WIRING DEVICES, LIGHTING FIXTURES, AND SURFACE NON-METALLIC RACEWAY SYSTEM.

13. GUARANTY: GUARANTEE ALL WORK TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE OF JOB. MAKE ALL REPAIRS/REPLACEMENT OF DEFECTIVE PARTS/LABOR DURING WARRANTY PERIOD AT NO ADDITIONAL COST TO THE OWNER.

LIGHTING FIXTURE SCHEDULE

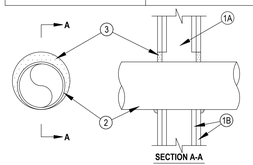
DESIGNATION	ILLUMINATION: WATTS	DELIVERED LUMENS	COLOR TEMPERATURE (°K)	MINIMUM CRI	MOUNTING: CEILING: PENDANT STEM LENGTH	CEILING: SURFACE	CEILING: RECESSED	WALL: HEIGHT ABOVE FINISHED FLOOR, OR GRADE	DESCRIPTION: SHIELDING, TYPE MATERIALS, FINISH, MOUNTING	MANUFACTURER'S PRODUCT ITEM: COMPANY	MANUFACTURER'S PRODUCT ITEM: CATALOG NO.	✳ EQUAL PRODUCT PERMITTED: YES	✳ EQUAL PRODUCT PERMITTED: NO	REMARKS
A	37	4677 5009 4834	3500 4000 5000	80			•		2'x4' FLAT PANEL, FIELD SELECTABLE LUMEN OUTPUT (4677, 5009, OR 4834), AND COLOR TEMPERATURE (3500, 4000, OR 5000) 0-10 DIMMING DRIVER	LITHONIA	CPX-2X4-ALO8 -SWW7-M2 -MVOLT	•		

✳ UNLESS NOTED, EQUAL PRODUCT TO THAT SPECIFIED WILL BE ACCEPTED. THE DESIGN PROFESSIONAL SHALL HAVE SOLE JUDGEMENT CONCERNING EQUIVALENCY OF SUBSTITUTION.

CLASSIFIED C UL US
Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

System No. W-L-1054 — WL 1054

ANSI/UL1479 (ASTM-E814)	CAN/ULC S115
F Ratings — 1 and 2 Hr (See Items 1 and 3)	F Ratings — 1 and 2 Hr (See Items 1 and 3)
T Rating — 0 Hr	FT Rating — 0 Hr
L Rating at Ambient — Less Than 1 CFM/sq ft	FH Ratings —1 and 2 Hr (See Items 1 and 3)
L Rating at 400 F — Less Than 1 CFM/sq ft	FTH Rating — 0 Hr
	L Rating at Ambient — Less Than 1 CFM/sq ft
	L Rating at 400 F — Less Than 1 CFM/sq ft



SECTION A-A

1. Wall Assembly — The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 2-1/2 in. (64 mm) wide and spaced max 24 in. (610 mm) OC. When steel studs are used and the diam of opening exceeds the width of stud cavity, the opening shall be framed on all sides using lengths of steel stud installed between the vertical studs and screw-attached to the steel studs at each end. The framed opening in the wall shall be 4 to 6 in. (102 to 152 mm) wider and 4 to 6 in. (102 to 152 mm) higher than the diam of the penetrating item such that, when the penetrating item is installed in the opening, a 2 to 3 in. (51 to 76 mm) clearance is present between the penetrating item and the framing on all four sides.
   B. Gypsum Board* — 5/8 in. (16 mm) thick, 4 ft (122 cm) wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max allowable spacing is 32-1/4 in. (819 mm) for steel stud walls. Max diam of opening is 14-1/2 in. (368 mm) for wood stud walls.

   The F and FH Ratings of the firestop system are equal to the fire rating of the wall assembly.
2. Through-Penetrants — One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The annular space shall be min 0 in. to max 2-1/4 in. (57 mm). Pipe may be installed with continuous point contact. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
   A. Steel Pipe — Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   B. Iron Pipe — Nom 30 in. (762 mm) diam (or smaller) cast or ductile iron pipe.
   C. Conduit — Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing or 6 in. (152 mm) . diam steel conduit.
   D. Copper Tubing — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
   E. Copper Pipe — Nom 6 in. (152 mm) diam (or smaller) regular (or heavier) copper pipe.
3. Fill, Void or Cavity Material* — Sealant — Min 5/8 in. (16 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point or continuous contact locations between pipe and wall, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the pipe wall interface on both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

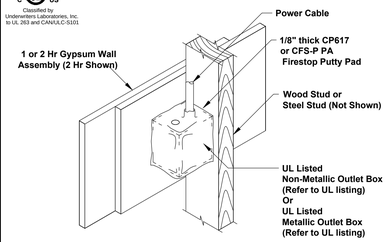
* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

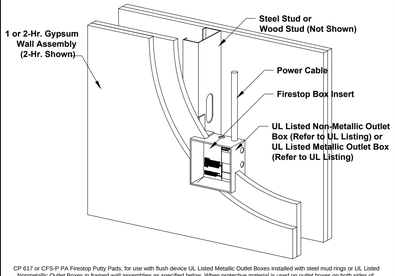
Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc. October 14, 2015

Wall Opening Protective Materials (CLIV, CLIV7)

CLASSIFIED C UL US
Classified by Underwriters Laboratories, Inc. to UL 263 and CAN/ULC-S101





CP 617 or CFS-P PA Firestop Putty Pads, for use with flush device UL Listed Metallic Outlet Boxes installed with steel mud rings or UL Listed Nonmetallic Outlet Boxes in framed wall assemblies as specified below. When protective material is used on outlet boxes on both sides of the wall as directed, the horizontal separation between outlet boxes on opposite sides of the wall may be less than 24 in. provided that the boxes are not installed back-to-back (unless otherwise indicated). Installation shall comply with the National Electrical Code (NFPA 70). Min 1/8 in. thick (CP 617) or min 0.2 in. (CFS-P PA) thick moldable putty pads are to be installed to completely cover the exterior surfaces of the outlet box (except for the side of the outlet box against the stud) and conduit fittings/connectors and to completely seal against the stud and gypsum board in the wall cavity unless otherwise noted below. When CFS-P PA is used, the putty pads may be installed with the release liner intact on the outside of the pad with the exception of any overlaps, in which case the liner is to be removed from the bottom layer at the overlap location.

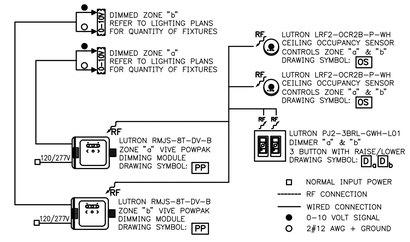
HILTI Firestop Box Insert, for use with flush device UL Listed Metallic Outlet Boxes installed with steel mud rings or UL Listed Nonmetallic Outlet Boxes in framed wall assemblies as specified below. When protective material is used on outlet boxes on both sides of the wall as directed, the horizontal separation between outlet boxes on opposite sides of the wall may be less than 24 in. provided that the boxes are not installed back-to-back (unless otherwise indicated). Installation shall comply with the National Electrical Code (NFPA 70).

Hilti Firestop Systems

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L E G E N D

SYMBOL	DESCRIPTION
a / B / 2	LED LIGHTING FIXTURE; "B" REFERS TO DESIGNATION IN THE LIGHTING FIXTURE SCHEDULE; "a" REFERS TO SWITCH CONTROL; AND "2" REFERS TO CIRCUIT NUMBER.
	LED LIGHTING FIXTURE WITH BUILT-IN EMERGENCY BATTERY PACK TO PROVIDE LIGHTING UPON LOSS OF NORMAL POWER. PROVIDE SEPARATE UNSWITCHED ENERGIZED CONDUCTOR TO BATTERY PACK IN ORDER TO ALLOW NORMAL SWITCHING OF LIGHTING FIXTURES WITHOUT DISCHARGING BATTERY PACK.
P 3 S WP 4	WALL SWITCH; SINGLE POLE UNLESS NOTED 3- OR 4-WAY; "P" INDICATES EQUIPPED WITH PILOT LIGHT TO INDICATE WHEN SWITCH IS ON; W.P. INDICATES WEATHERPROOF, "K" INDICATES KEY OPERATED SWITCH; +48"/- ABOVE FLOOR EXCEPT IN MASONRY WALLS WHERE HEIGHT SHALL BE ADJUSTED TO HAVE BOX EDGE OCCUR AT A MASONRY JOINT. PROVIDE NEUTRAL CONDUCTOR IN ADDITION TO LINE AND SWITCHED CONDUCTORS.
D	WALL MOUNTED DIMMER TO CONTROL LIGHTING FIXTURES INDICATED, SAME MOUNTING HEIGHT AS REGULAR WALL SWITCH. PROVIDE NEUTRAL CONDUCTOR IN ADDITION TO LINE AND SWITCHED CONDUCTORS.
W EXIT C P D S	EXIT SIGN, "W" INDICATES WALL MOUNTING, "C" INDICATES CEILING MOUNTING, "S" INDICATES SINGLE FACE, "D" INDICATES DOUBLE FACE, "P" INDICATES PENDANT MOUNTED. PROVIDE DIRECTIONAL ARROWS ON EXIT SIGNS AS INDICATED ON PLANS. "WG" BY DEVICE INDICATES WIRE GUARD TO BE PROVIDED. UNIT EQUIPPED WITH BATTERY BACK-UP. CONNECT TO UNSWITCHED, "HOT", LIGHTING CIRCUIT.
	DUPLEX PLUG RECEPTACLE; 120-VOLTS; 20-AMPERES; MOUNT 3" ABOVE BACKSPLASH AT WORK COUNTERS AND LAVATORIES AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT. TAMPER RESISTANT, UNLESS NOT REQUIRED BY CODE.
	QUADRAPLEX PLUG RECEPTACLE, 120-VOLTS, 20-AMPERES. MOUNT 3" ABOVE BACKSPLASH AT WORK COUNTERS/LAVATORIES AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT. TAMPER RESISTANT, UNLESS NOT REQUIRED BY CODE.
	CONDUIT IN THE WALL OR CEILING CONSTRUCTION SHOWN TURNING DOWN.
J	JUNCTION BOX, SIZE AND USE AS REQUIRED; COVERPLATE SHALL OVERLAP THE BOX EDGE BY 1/2" WHERE RECESSED IN WALL WITH CONCEALED WIRING.
F	FIRE ALARM MANUAL PULL STATION, TOP OF BOX 48" AFF.
C	SURFACE METAL RACE WAY BUILT-IN DIVIDER FOR SEPARATION OF POWER AND DATA/VOICE WIRING. PROVIDE DUPLEX RECEPTACLES AND DATA/VOICE OUTLETS WHERE INDICATED ON PLANS. LOCATED 3" ABOVE BACKSPLASH AT WORK COUNTERS AND +18" AFF ELSEWHERE UNLESS NOTED OTHERWISE.
W C	DATA/VOICE OUTLET, PROVIDE 4 11/16" SQUARE BOX WITH SINGLE-GANG DEVICE RING AND BLANK COVERPLATE. EXTEND EMPTY 1" CONDUIT FROM OUTLET BOX TO POINT ABOVE ACCESSIBLE LAY-IN CEILING AND TERMINATE WITH BUSHING. LOCATE OUTLET BOX 3" ABOVE BACKSPLASH AT WORK COUNTERS AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT ON DRAWINGS. "W" BY DEVICE INDICATES DEVICE TO BE DEDICATED FOR WIRELESS ACCESS POINT USE.
EX-3(20/1)	HOMERUN CIRCUIT WIRING TO EXISTING PANELBOARD, NOTATION "3(20/1)" INDICATES HOMERUN WIRING TO BE CONNECTED TO THREE 20/1 CIRCUIT BREAKERS IN EXISTING PANELBOARD. CROSS LINES INDICATES THE NUMBER OF #12 AWG PHASE AND NEUTRAL CONDUCTORS WHERE MORE THAN TWO. SINGLE CIRCUIT BRANCH CIRCUIT WIRING RUNS SHOWN WITHOUT CROSS LINES SHALL BE PROVIDED WITH 2#12, 1#12G. EACH 20 AMPERE BRANCH CIRCUIT SHALL BE PROVIDED WITH SEPARATE NEUTRAL CONDUCTOR. SHARING OF NEUTRAL CONDUCTORS SHALL NOT BE PERMITTED. PROVIDE EQUIPMENT GROUNDING CONDUCTOR IN EACH CONDUIT RUN.
OS	OCCUPANCY/VACANCY SENSOR FOR LIGHTING CONTROL, CEILING OR WALL MOUNTED AS INDICATED ON PLANS. MOUNT WALL-MOUNTED SENSOR AT SAME HEIGHT AS WALL SWITCH (+48" ABOVE FINISHED FLOOR). "D" BY SENSOR ON PLANS INDICATES DUAL RELAY TYPE SENSOR ALLOWING INDEPENDENT CONTROL OF TWO SEPARATE LIGHTING LOADS. PROVIDE NEUTRAL CONDUCTOR IN ADDITION TO LINE AND SWITCHED CONDUCTORS.
PP	POWER PACK ROOM CONTROLLER FOR CEILING MOUNTED OCCUPANCY SENSOR SYSTEM, SEE PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
RC	WALL MOUNTED DOOR ACCESS CONTROL SYSTEM PROXIMITY CARD READER UNIT, +48" AFF, SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION.
IC	WALL MOUNTED EXTERIOR DOOR INTERCOM UNIT WITH BUILT-IN CAMERA, +48" AFF, AIPHONE NO. JK-DA SUBSTATION.
ICM	DESK MOUNTED DOOR INTERCOM MASTER UNIT WITH DOOR RELEASE PUSH BUTTONS, AIPHONE NO. JKS-1PED WITH SOFTWARE AND POWER SUPPLY WITH JK-1MD MASTER STATION. PROVIDE ALL NECESSARY WIRING, POWER SUPPLIES, ETC. FOR COMPLETE INSTALLATIONS.
S	CEILING MOUNTED FIRE ALARM AUTOMATIC SMOKE DETECTOR, LOCATE MINIMUM 3'-0" AWAY FROM HVAC SUPPLY AND RETURN DIFFUSERS.



TYPICAL 0-10 VOLT DIMMING LIGHTING CONTROL DETAIL

NO SCALE

NOTE:

1. DETAIL ABOVE DEPICTS "WIRELESS" ARRANGEMENT FOR SENSORS AND SWITCHES. ALTERNATE SYSTEMS UTILIZING LOW VOLTAGE WIRING FROM POWER PACKS TO CEILING SENSORS AND SWITCHES SHALL BE ACCEPTABLE FOR USE PROVIDED THAT FUNCTIONALITY OF SPACE MATCHES WORK INDICATED ON THIS DETAIL AND SHOWN ON DRAWINGS.

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HAROLD E. DAMRON — REGISTERED PROFESSIONAL ENGINEER — AGRICULTURE — 5-26-23 — No. 023989 — STATE OF TENNESSEE

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REVISIONS

PROJECT NO. 022-024

ISSUE DATE May 26, 2023

TITLE

SCHEDULES, LEGEND AND DETAILS

SHEET

E102

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E102 Future Vestibule Project — Schedules.dwg
BLLE 05/24/23 4:36 PM H:\2316\3(40)

Bid Tab

Page 1 of 1

Bids opened in: Elizabethton, TN

How many addenda issued: 3

Target

Contract Time: TBD days

MACC

Liquidated Damages: 500 per day

THOMAS WEEMS ARCHITECT

Pursuant to the Invitation to Bid extended for
TWA #022-024
Secure Vestibule for
T.A. Dugger Junior High School
bids and modifications must have been received here by
June 20, 2023 @ 3:00PM
I, thus declare the bidding closed, and now will proceed to open and read bids and modifications which have been received.

Signature required only by Presiding Official. Others can be printed or typed.

Presiding Official

Designer represented by: Tom Weems, RA, AIA

Owner represented by: Richard VanHuss

Regulated Subcontractors	Bidders (name, city, license number)	Crime Stm	Adden Ack	Bid Secur	Unit Prices	Base Bid	Allowances	Unit Prices	Unit Prices, cont.	Total Base Bid	Other Notations
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: **GRC Construction** City: Kingsport TN License Number: **026941**	X	X	X	X	**832,482.00**	**Allowance 3.1-A 31,000.00** Base+Allow= 863,482.00	**UP#1 - 8,175 SF 2,450.00** **UP#2 - 8,175 SF 12,672.00**	**UP#3 - 15 CY 3,000.00** **UP#4 - 50 CY 1,250.00** Base+Allow+UP= 882,854.00	**882,854.00**	Substantial Completion in **180 days**. Deduct for Alt. No. 1 = **$39,945**
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: **JE Green Co** City: Johnson City TN License Number:					**NO BID**					
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: **Preston Construction** City: Johnson City TN License Number: **11606**					**876,548.00**	**Allowance 3.1-A 31,000.00** Base+Allow= 907,548.00	**UP#1 - 8,175 SF 4,088.00** **UP#2 - 8,175 SF 16,350.00**	**UP#3 - 15 CY 6,375.00** **UP#4 - 50 CY 3,000.00** Base+Allow+UP= 937,361.00	**937,361.00**	Substantial Completion in **385 days** Deduct for Alt. No. 1 = **$38,010**
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: City: License Number:										
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: City: Johnson City, TN License Number:										
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: City: License Number:										
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name: City: License Number:										

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Twentieth day of June in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

and the Contractor:
(Name, legal status, address and other information)

GoinsRashCain (GRC), Inc.
130 Regional Park Drive
Kingsport, Tennessee 37660
Telephone No.: 423-349-7760

for the following Project:
(Name, location and detailed description)

Renovations to Existing Building
T A Dugger Junior High School
305 West 'E' Street
Elizabethton, Tennessee 37643
Telephone: 423-547-8025
TWA Project 022-024

The Architect:
(Name, legal status, address and other information)

Thomas Weems Architect
3203 Hanover Road
Johnson City, Tennessee 37604
Telephone 423-282-2700

The Owner and Contractor agree as follows.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] ~~The date of this Agreement.~~.

[ ] ~~A date set forth in a notice to proceed issued by the Owner.~~

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the ~~Work.)~~

Work.)To be fixed in a Written Notice to Proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.
[~~–~~] ~~By the following date:~~

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Entire Project	One Hundred Eighty Calendar Days from the date of commencement of the Work.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Forty Nine Thousand Seven Hundred Eighty Seven Dollars and Zero Cents ($ 649,787.00), subject to additions and deductions as provided in the Contract Documents.

Low Base Bid	$882,854.00
VE Scope Reductions	($233,067.00)
Contract Sum	$649,787.00
N / A	N / A

~~**§ 4.2 Alternates**~~
~~**§ 4.2.1** Alternates, if any, included in the Contract Sum:~~

~~Item~~	~~Price~~

~~**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.~~
~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

~~Item~~	~~Price~~	~~Conditions for Acceptance~~

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Owner's Contingency	$25,000.00
Inspection and Testing	$ 6,000.00
Total Allowances	$31,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Trench Rock Removal	15 Cubic Yards	$3,000.00

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Fill	50 Cubic Yards	$1,250.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss and inconvenience if Substantial Completion has not been reached on or before the date established in the Agreement. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring proof, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner Five Hundred Dollars ($500.00) for EACH CALENDAR DAY that expires after the time specified. The Owner and Contractor agree and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in their industries and given the nature of the damages that may result from delay.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N / A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One Calendar Month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document ~~A201™–2017,~~ A201™–2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

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.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201–2017;~~A201–2007;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017;~~ A201–2007; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%).

N / A

N / A

~~**§ 5.1.7.1.1** The following items are not subject to retainage:~~

~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

~~**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:~~

~~*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*~~

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N / A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201–2017.~~A201–2007.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201–2017,~~ A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Thirty Calendar Days (30)

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

~~% —~~Legal prevailing rate in Elizabethton, Tennessee

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201–2017,~~ A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N / A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201–2017,~~ A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

2007

~~[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~ [X] Other *(Specify)*

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

Court of competent jurisdiction in either Carter County, Tennessee or Federal District Court in Greeneville, Tennessee.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201–2017.~~A201–2007.

2007
N / A

~~**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201–2017.~~A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201–2017~~ A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mr. Richard Van Huss, Director
Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Pat Breeding, President
GoinsRashCain (GRC), Inc.
130 Regional Park Drive
Kingsport, Tennessee 37660
Telephone No.: 423-349-7760

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™–2017,~~ A101™–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds,~~ , and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™–2017 Exhibit A,~~ A101™–2007, and elsewhere in the Contract Documents.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)
Bid Bond	Five Percent (5.00%) of highest possible bid amount
AIA A312 Performance Bond	Equal to the amount of the contract sum
AIA A312 Labor and Material Payment Bond	Equal to the amount of the contract sum

2007
N / A

~~**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

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~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

§ 8.7 Other provisions:

The other conditions and services set forth below shall, modify, delete from, add to and replace by substitution the terms of any article, paragraph, sub-paragraph, clause or language of this Agreement (or any document incorporated by this Agreement) Any terms deleted, modified, added to or otherwise changed by this Section, the unaltered provisions of that article, paragraph, sub-paragraph, clause or language shall remain in full force or effect. If, and to the extent the conditions set forth below are inconsistent with the Contract or any other Documents (which include any incorporated documents), the conditions set forth below shall supersede and control.

8.7.1 Contractor, as an independent contractor, shall perform the Work in coordination in accordance with Contract Documents, the Construction schedule and all applicable ordinances, regulations and laws (it being recognized, however, that design of the Project in accordance with all applicable ordinances, regulations, and laws is the responsibility of the Architect).

8.7.2 Neither Contractor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in the Agreement or unless authorized in writing by Owner's representative.

8.7.3 Final payment consisting of the unpaid balance of the Contract Price shall be made only after all of the following events have occurred: (a) final completion of work as defined by and in strict conformance with the Contract Documents; (b) acceptance of Contractor's work by the Owner and the Architect; (c) satisfactory evidence that neither Contractor nor any other person claiming under or through Contractor has the right to file any claim against the Owner; and (d) delivery of all guarantees, warranties, instruction manuals, test reports, performance charts, diagrams, and similar documents required by the Contract Documents with respect to Contractor's work.

8.7.4 Contractor shall use the sums paid to it pursuant to this Agreement solely for the purpose of fulfilling its responsibilities and obligations under this Contract Document. No payment for Contractor's work shall be conclusive evidence of satisfactory performance of completion of the work, either in whole or in part, and no payment, including final payment shall be construed as an acceptance of defective or faulty or improperly working materials, nor shall it release Contractor from any of its obligations under this Contract. Entrance upon or use of the project by the Owner shall not constitute acceptance of defective or faulty or improper work.

8.7.5 Within the scope of Contractor and its subcontractor's work, Contractor shall comply with all federal, state, municipal and local laws, ordinances, codes, laws, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination of employment, fair employment practices, whether or not specifically provided for in this Agreement, without additional charge or expense to Owner, and shall also be responsible for, and correct, at its own cost and expense, any violations thereof (it being recognized, however, that design of the Project in accordance with all applicable ordinances, regulations and laws is the responsibility of the Architect).

8.7.6 Contractor shall not discriminate against any employee of applicant for employment because of race, creed, color, religion, sex, national origin, disability or any other category protected by state or federal law. The Contractor shall post nondiscrimination requirements in conspicuous places accessible by employees and applicants for employment. Contractor shall ensure that subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

8.7.7 Contractor shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Contractor shall ensure that subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

8.7.8 Contractor shall maintain control over all of its employees, subcontractors, suppliers, and others for whom Contractor is responsible. Contractor shall remove or cause to be removed from the project any person or entity for

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who Contractor is responsible who is determined by the Owner, or the Architect to be detrimental to the project. Contractor(or its subcontractors) shall not employ any person who is a registered sex offender. Contractor shall immediately reassign or replace any person (including its own personnel) on the site upon receipt of Owner's written notice to do so. Contractor is responsible for securing each of the project sites and ensuring that only authorized individuals will have access to project sites; the Contractor will work with the Owner to prevent access to project sites by unauthorized persons.

8.7.9. Contractor shall be responsible for coordinating all testing including but not limited to ensuring that testing representatives are informed as to the correct testing standards and proctors, and for ensuring all tests achieve acceptable results prior to the continuation of work by the subcontractor(s). Unless specifically authorized in writing otherwise, all testing shall be performed by a nuclear density gauge; proofrolling, except as final pre pour check, is not acceptable. Contractor shall be responsible for coordinating the work of all subcontractors and testing representatives, including the implementation of testing schedules as required by the contract documents, and the development of clear protocols providing for written confirmation of the Contractor's verification that the subcontractor's work has satisfied the testing required under the contract documents. Contractor shall retain records of all test results and will provide such records to the Architect and/or Owner upon request.

8.7.10 The Contractor shall make a semi-final inspection and prepare a list of items requiring correction in order for the project to be complete. When these items have been corrected, the Architect, with the Contractor present, shall conduct a final inspection and shall determine to the best of his knowledge whether the project is in compliance with the Contract Documents, at which time the Architect and Contractor shall procure and forward to the Owner for the Owner's review and record written warranties and related documents required by the Contract Documents, and shall issue a final certificate of payment upon compliance with the requirements of the Contract Documents.

8.7.11 Contractor shall perform its work with integrity, ensuring, at a minimum, that conflicts of interests shall be avoided. Contractor will, as soon as practicable, notify Architect of any issue which could adversely impact Owner's interests (e.g., errors, obvious design issues, increased costs, potential conflicts of interest, etc.).

8.7.12 All materials incorporated in the Work by contractor and/or subcontractors must be new and unused and, when not specified in detail in the Contract Documents, all materials incorporated in the Work must be of the most suitable grade and quality for the purpose intended.

8.7.13 Contractor must furnish, use, install, employ and protect each item of materials in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless those specifications, recommendations or instructions deviate from accepted construction practices or the Contract Documents, in which case subcontractor shall inform Contractor who shall inform Architect and shall proceed as Architect directs. Contractor must coordinate and interrelate all subcontracts to ensure the compatibility of materials and the validity of all warranties and guarantees that the Contract Documents require; and ensure that all inspections and testing of any work or material is done in strict accordance with Contract Documents and specifications.

8.7.14 Contractor shall require that all construction workers, whether Contractor's own forces or the forces of subcontractors, wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall have identification of the construction worker by number or other identifying medium in a typeface large enough to be seen from a reasonable distance.

8.7.15 Contractor shall institute a theft deterrent program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss caused by Contractor's forces or subcontractor's forces, as charged or determined by the local authorities having jurisdiction.

8.7.16 Contractor must preserve and protect the rights of Owner under the terms of the Contract Documents as they pertain to the portion of the work performed by any sub-contractor. The contract documents between Owner and Contractor do not create any contractual relationship between Owner and any subcontractor, and no subcontract shall relieve Contractor of its obligation to completely perform the work for the price if any subcontractor fails to perform its work in a satisfactory manner.

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8.7.17 Owner's Right to Withhold Payment. Owner may withhold all or part of any payment (including Final Payment) and it may withhold Retainage to such extent as it deems necessary to protect itself from loss on account of:

.1 Defective Work;

.2 Third-party claims arising from the Work and filed against Owner, due to the fault of the Contractor, or reasonable evidence indicating the probable filing of any such claim;

.3 Reasonable doubt either that Contractor will substantially complete a segment of the Work by the Completion Date established with respect to that segment or that Contractor will substantially complete the Work in its entirety by the Substantial Completion Date;

.4 Failure of Contractor to make payments, when due, to its subcontractors or other suppliers of equipment, material or labor required in connection with the Work;

.5 Evidence of fraud, over-billing or overpayment discovered upon audit;

.6 Unsatisfactory prosecution of the Work by Contractor;

.7 Failure to provide required documentation at Owner's request or unreasonably fail to cooperate with Architect..

8.7.18 Indemnification. Contractor agrees to indemnify, hold harmless, protect and defend Owner and Owner's agents, representatives, and any affiliated or related entities against any and all claims, loss, liability, damage, cost, and expenses, including reasonable attorney fees and litigation cost, that are determined through the dispute resolution process as designated in the Contract Documents to have occurred in whole or in part as a result of or due to the negligence or fault of Contractor, its subcontractors, agents, consultants, employees or representatives with regard to Contractor's responsibilities set forth in the Contract Documents. This provision is intended to supersede any provision to the contrary.

8.7.19 Contractor stipulates that Owner is a political subdivision of the state of Tennessee, and, as such may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Tennessee. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except which is specifically authorized by law.

8.7.20 Contractor or any of its agents or subcontractors, whether skilled or unskilled, shall not, in any manner have, claim or acquire any lien upon the Project, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Tennessee.

8.7.21 Prior to initiation of Dispute Resolution provided in the Contract Documents, Contractor and Owner shall attempt in good faith to resolve any dispute arising out of or relating to an alleged breach, termination or validity of this Agreement. Contractor and Owner shall designate appropriate executive officer(s) or administrators to conduct good faith discussions for resolution of the dispute. If not resolved within ten (10) days, Dispute Resolution provided in the Contract Documents may be initiated.

8.7.22 No board member, administrator, official, agent or employee of Owner shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Owner; for any amount which may become due under the Contract; or on any obligations under the terms of the Contract.

8.7.23 Notwithstanding any provision herein, Contractor acknowledges that Owner is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., including disclosure of this Contract and any other documents or records subject to release pursuant to the Tennessee Open Records Act.

8.7.24 Except as expressly provided herein, this Contract shall be construed to benefit the parties and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency. No person not a party to this agreement shall have any right to enforce any of its terms, even if indirectly benefited by it.

8.7.24 By execution of this Agreement, Contractor certifies that its company is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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.1 AIA Document ~~A101™–2017,~~ A101™–2007, Standard Form of Agreement Between Owner and Contractor

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

~~**.3** AIA Document A201™–2017,~~ 2007.**3** AIA Document A201™–2007, General Conditions of the Contract for Construction

~~**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

N / A

.5 Drawings

Number	Title	Date
00 0115	List of Drawing Sheets	May 26, 2023

.6 Specifications

Section	Title	Date	Pages
00 0110	Table of Contents	May 26, 2023	4

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	May 30, 2023	6
Addendum #2	June 1, 2023	41
Addendum #3	June 16, 2023	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

~~[–] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~20072007
~~(Insert the date of the E204-2017 incorporated into this Agreement.)~~N / A

_____

~~[–] The Sustainability Plan:~~

Title	Date	Pages
N / A	N / A	N / A

[ ] Supplementary and other Conditions of the Contract:

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
Document	**Title**	**Date**	**Pages**
00 7200	General Conditions	May 26, 2023	40
00 7300	Supplementary General Conditions	May 26, 2023	3

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.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document ~~A201™–2017~~ A201™–2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

022-024 TAD Bid Packet – GoinsRashCain(GRC), Inc.GRC Construction VE Pricing Letter dated June 21, 2023

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Mr. Richard Van Huss, Director Elizabethton City Schools *(Printed name and title)*	Pat Breeding,President GoinsRashCain (GRC),Inc. *(Printed name and title)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:32:46 ET on 06/22/2023 under Order No. 4104241310 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or ~~address)~~address)Renovations to Existing Building
T A Dugger Junior High School
305 West 'E' Street
Elizabethton, Tennessee 37643
Telephone: 423-547-8025
TWA Project 022-024

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

THE OWNER:
(Name, legal status and address)

Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643
Telephone: 423-547-8000

THE ARCHITECT:
(Name, legal status and address)

Thomas Weems Architect
3203 Hanover Road
Johnson City, Tennessee 37604
Telephone: 423-952-2700

TABLE OF ARTICLES

1 GENERAL PROVISIONS

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5 SUBCONTRACTORS

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12 UNCOVERING AND CORRECTION OF WORK

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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 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, (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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

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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.

§ 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.

§ 1.3 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

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.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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" means the Owner or the Owner's authorized representative.

~~**§ 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.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 a ten-day period after receipt of written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 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.

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§ 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.

§ 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 2.2.3, 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 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.

§ 3.2.3 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 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.

§ 3.5 WARRANTY

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.

§ 3.6 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 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 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.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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.

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§ 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; 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.

§ 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 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 the way by which 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. 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.

§ 3.12.6 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.

§ 3.12.7 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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, 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, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 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.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

§ 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 and Architect. Consent shall not be unreasonably withheld.

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

§ 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 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.

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 matters relating to aesthetic effect 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 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.

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§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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.

§ 5.4 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 in writing; 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 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such 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

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

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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.

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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 alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 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.

§ 7.3 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.

§ 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 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including 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 related to the Work; and

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

§ 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.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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 Agreement.

§ 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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.

§ 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

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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.

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 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.

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§ 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

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' written 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 shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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.

§ 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.

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§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.9 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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.

§ 9.10.2 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

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§ 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 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 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; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

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.

§ 10.2 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

~~**§ 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.~~

§ 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, except damage or loss 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.

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§ 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, written notice of such 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.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~**§ 10.3.3** To the fullest extent permitted by law, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.

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§ 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

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§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

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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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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.

§ 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 an 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. 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. 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 2.4.

§ 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 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.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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.

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§ 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 except that, 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, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 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. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such ~~termination, and damages.~~ termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly 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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 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 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, 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, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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 as described in 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 written 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 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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.

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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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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§ 15.2.2 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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.~~

§ 15.3 MEDIATION

§ 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 15.1.6 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.

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§ 15.3.3 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.

§ 15.4 ARBITRATION

§ 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:31:24 ET on 06/22/2023 under Order No. 4104241310 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™ – 2007, General Conditions of the Contract for Construction,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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THOMAS WEEMS ARCHITECT

Contractor Evaluation - CM/GC

Instructions: This evaluation tool should be used with its supporting scoring rubric. The rubric will further define the intention and range of each particular criteria listed. An interim evaluation should be executed on all projects using this form along with providing comments and feedback to the evaluated entity. This effort allows open communications amongst the project team and provides opportunities for improvements, if needed, before the execution of the final, and documented evaluation. Each criteria will be ranked numerically and supporting comments offered. Each field is fillable and scoring is automatically tabulated and averaged below with the total average score. Please use only whole numbers, as decimals are not allowed.

Evaluation Type	CM/GC at Risk Proposal - Preston Construction Company
Choose Evaluation Phase	Final Evaluation
TWA Project #	022-020
Project Title	Elizabethton City Schools - Miscellaneous Projects
Evaluation Date	Tuesday, June 20, 2023

Evaluation Category	Comments	Excellent/Strong = 10-8 Proficient = 7-5 Weak = 4-0
1. Preconstruction Phase Services		
a. CM/GC aid to design development, approach and methods of value engineering to improve design and reduce cost.	Yes.	10
b. Contractor provides sound estimating practices, leadership in cost control toward a budget compliant GMP.	Yes.	10
c. Constructability reviews and aids in design coordination are evident in buildable design documents.	Yes.	10
d. Successful cost control measures are implemented through value engineering without detriment to quality achievement goals.	On Center Estimating Software / Bluebeam	10
e. Efficient planning and scheduling produces an on-time or early project completion.	Microsoft	10
	Total:	50
	Average:	10.00
	(30%) weighting factor x 1.3	13
2. Construction Phase Services - Off-Site Operations		
a. Exhibits sound project management practices, timely communications, accurate reporting and documentation. Thorough cost control practices such as change order evaluation and management.	Yes.	10
b. Timely, thorough understanding of contract document drawings/specs. Early, proactive assessment of any design discrepancies such as: scope gaps, lacking or vague details or constructability issues.	Yes.	10
c. Evidence of fully engaged and committed executive management. Minimal, if any staff changes will occurr throughout the project.	Yes.	10

d. Timely, well-managed close-out process producing all required deliverables, warranty point of contact. Seamless commissioning activities and coordination.	Yes.	10
	Total:	40
	Average:	10.00
	(20%) weighting factor x 1.2	12.00

3. Construction Phase Services - Field Operations

a. Sound leadership by superintendent and field staff orchestrating on-site operations toward an on-time or early project completion. Minimal, if any staff changes throughout project.	Yes.	10
b. Exhibits operational awareness and courtesy during construction phase. Communication and flexibility are observed during phasing, work sequencing, utility disruptions, etc.	Yes.	10
c. Self-directed in quality control and punch list management.	Yes.	10
d. Well managed close-out activities enabling smooth facility turnover. Efficient management and coordination of Owner installed equipment.	Yes.	10
	Total:	40
	Average:	10.00
	(20%) weighting factor x 1.2	12.00

4. Professionalism

a. Responsive to Owner/Agency and project team needs.	Yes.	10
b. Works collaboratively toward the success of the project.	Yes.	10
c. Clear, proactive emphasis. Timely and forward thinking in decision making.	Yes.	10
	Total:	30
	Average:	10.00
	(10%) weighting factor x 1.10	11.00

5. Fees & Expenses

a. General Conditions Expenses	$98,880.00	10
b. Performance and Payment Bond Cost	$10.55	9
c. EMR/Workmen's Compensation Cost	0.81	10
d. Labor Rates & Burden	39% / 15%	10
e. Pre-Construction Service Fee	$20,000.00	9
	Total:	48
	Average:	9.60
	(20%) weighting factor x 1.2	11.57
	Overall Total:	208.00
	Overall Total Weighted Average Score:	59.57

THOMAS WEEMS ARCHITECT

Contractor Evaluation - CM/GC

Instructions: This evaluation tool should be used with its supporting scoring rubric. The rubric will further define the intention and range of each particular criteria listed. An interim evaluation should be executed on all projects using this form along with providing comments and feedback to the evaluated entity. This effort allows open communications amongst the project team and provides opportunities for improvements, if needed, before the execution of the final, and documented evaluation. Each criteria will be ranked numerically and supporting comments offered. Each field is fillable and scoring is automatically tabulated and averaged below with the total average score. Please use only whole numbers, as decimals are not allowed.

Evaluation Type	CM/GC at Risk Proposal - Burleson Construction Company
Choose Evaluation Phase	Final Evaluation
TWA Project #	022-020
Project Title	Elizabethton City Schools - Miscellaneous Projects
Evaluation Date	Tuesday, June 20, 2023

Evaluation Category	Comments	Excellent/Strong = 10-8 Proficient = 7-5 Weak = 4-0
1. Preconstruction Phase Services		
a. CM/GC aid to design development, approach and methods of value engineering to improve design and reduce cost.	Yes.	10
b. Contractor provides sound estimating practices, leadership in cost control toward a budget compliant GMP.	Yes.	10
c. Constructability reviews and aids in design coordination are evident in buildable design documents.	Yes.	10
d. Successful cost control measures are implemented through value engineering without detriment to quality achievement goals.	Sage Timberline Estimate Software	10
e. Efficient planning and scheduling produces an on-time or early project completion.	Phoenix Scheduling software.	10
	Total:	50
	Average:	10.00
	(30%) weighting factor x 1.3	13
2. Construction Phase Services - Off-Site Operations		
a. Exhibits sound project management practices, timely communications, accurate reporting and documentation. Thorough cost control practices such as change order evaluation and management.	Yes.	10
b. Timely, thorough understanding of contract document drawings/specs. Early, proactive assessment of any design discrepancies such as: scope gaps, lacking or vague details or constructability issues.	Yes.	10
c. Evidence of fully engaged and committed executive management. Minimal, if any staff changes will occurr throughout the project.	Yes.	10

d. Timely, well-managed close-out process producing all required deliverables, warranty point of contact. Seamless commissioning activities and coordination.	Yes.	10
	Total:	40
	Average:	10.00
	(20%) weighting factor x 1.2	12.00

3. Construction Phase Services - Field Operations

a. Sound leadership by superintendent and field staff orchestrating on-site operations toward an on-time or early project completion. Minimal, if any staff changes throughout project.	Yes.	10
b. Exhibits operational awareness and courtesy during construction phase. Communication and flexibility are observed during phasing, work sequencing, utility disruptions, etc.	Yes.	10
c. Self-directed in quality control and punch list management.	Yes.	10
d. Well managed close-out activities enabling smooth facility turnover. Efficient management and coordination of Owner installed equipment.	Yes.	10
	Total:	40
	Average:	10.00
	(20%) weighting factor x 1.2	12.00

4. Professionalism

a. Responsive to Owner/Agency and project team needs.	Yes.	10
b. Works collaboratively toward the success of the project.	Yes.	10
c. Clear, proactive emphasis. Timely and forward thinking in decision making.	Yes.	10
	Total:	30
	Average:	10.00
	(10%) weighting factor x 1.10	11.00

5. Fees & Expenses

a. General Conditions Expenses	$99,112.00	9
b. Performance and Payment Bond Cost	$5.40	10
c. EMR/Workmen's Compensation Cost	0.84	9
d. Labor Rates & Burden	48% / 10%	9
e. Pre-Construction Service Fee	$3,500.00	10
	Total:	47
	Average:	9.40
	(20%) weighting factor x 1.2	11.28
	Overall Total:	207.00
	Overall Total Weighted Average Score:	59.28

From: Richard VanHuss [richard.vanhuss@ecschools.net]
To: Felecia Baird [felecia.baird@ecschools.net]
Subject: Fwd: Elizabethton City Schools CM / GC at Risk Proposal Evaluations
Sent: Wed 6/21/2023 7:11 PM GMT-05:00
Importance: Normal
Hey!

This is supporting documentation for the construction management item. Please print out the email itself and the attachments.

Thank you!

Sent from my iPhone

Begin forwarded message:

> **From:** Thomas Weems <tom@thomasweemsarchitect.com>
> **Date:** June 21, 2023 at 3:33:33 PM EDT
> **To:** Richard VanHuss <richard.vanhuss@ecschools.net>
> **Subject: Elizabethton City Schools CM / GC at Risk Proposal Evaluations**
>
> Hello!
>
> Elizabethton City Schools CM / GC at Risk Proposal Evaluations attached. We were fortunate to receive proposals from two qualified General Contractors. We have direct successful experience with both Burleson Construction Company and Preston Construction Company using the CM / GC at Risk project approach. Either firm would be a good choice for the CM / GC and would provide excellent leadership and value for the proposed two projects. The evaluation criteria items 1 – 4 are equal for both projects. Preston Construction Company has a slight edge in evaluation criteria item 5.
>
> Tom
>
> **Thomas Weems** | RA, AIA, ACHA | o: 423.952.2700 | f: 423.952.2702 | tom@thomasweemsarchitect.com
> Thomas Weems Architect | 3203 Hanover Road, Johnson City, Tennessee 37604 | www.thomasweemsarchitect.com

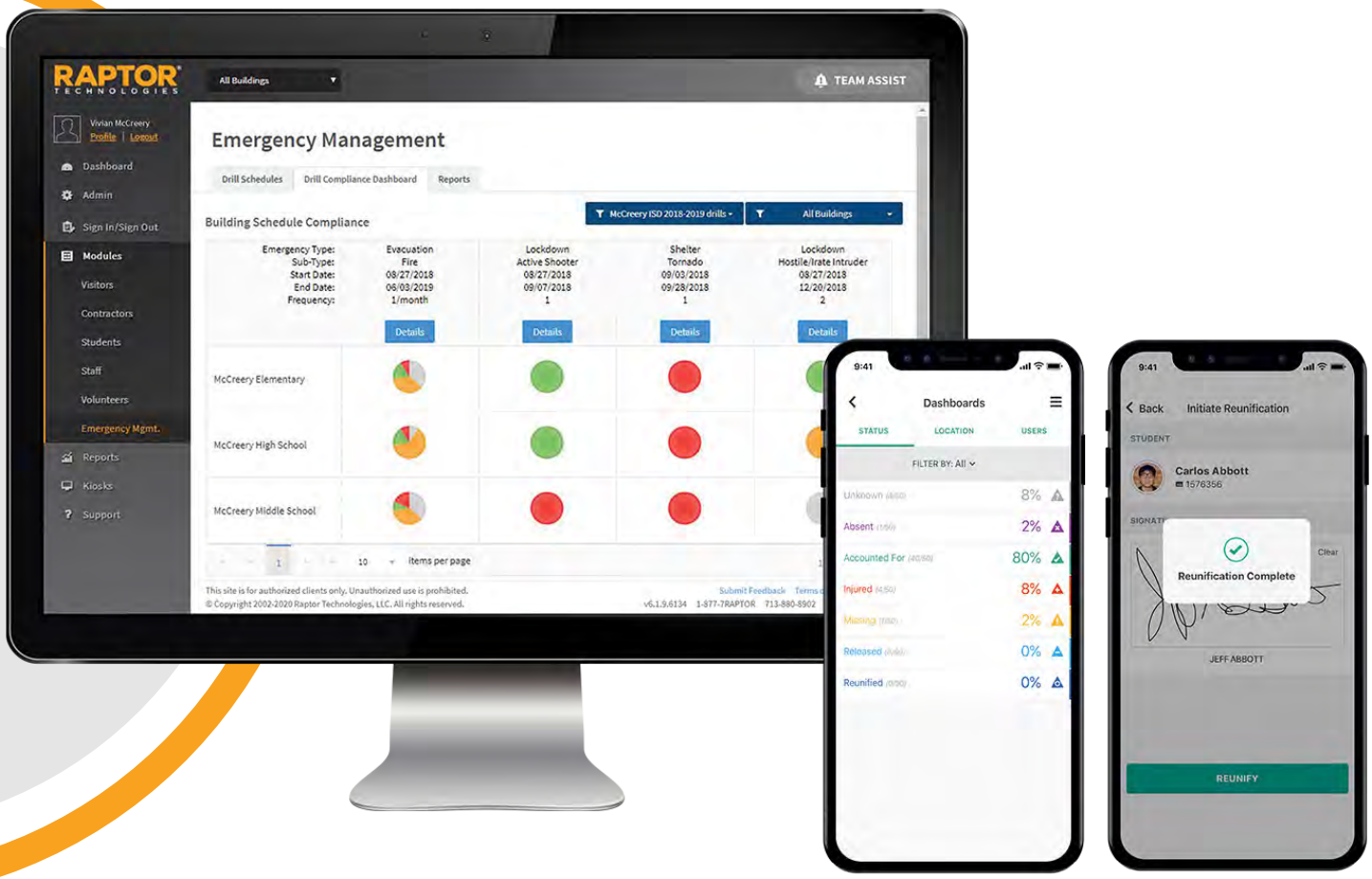
RAPTOR®

TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

Be Ready for Any Emergency

Protect your students and staff and be in complete control during drills, active incidents, and reunifications.



Customizable to Your Policies

Be confident teachers, staff, and first responders are aligned and following your safety response procedures during drills and emergencies. Raptor is also 100% aligned with The "I Love U Guys" Foundation® protocols.

Accessible and User-Friendly

Raptor is cloud-based, meaning it can be accessed from wherever you are and on any web-enabled device. The intuitive interface and simple navigation make it easy to use even in the most stressful situations.

Streamlined Configuration

New users are guided through an educational welcome tour to ensure that settings are accurately configured on their device. This process is bypassed in an active emergency.

RAPTOR TECHNOLOGIES



Relay Accurate Information to Public Safety Answering Points

Integrate directly with 9-1-1 and provide enriched data to first responders, including building maps, emergency protocols, and student, staff, and visitor information.

Sync with Student Information Systems (SIS)

Ensure you have critical student, staff, and guardian data necessary to accurately account for everyone on campus and reunify students with only approved guardians.

Comply with Panic Button Mandates

Comply with legislation, like Alyssa's Law, that requires schools to have silent panic alert systems linked directly to first responder and law enforcement agencies.



"We chose Raptor Emergency Management because it's one solution that encompasses all aspects of incident management and integrates with our student information system. The data integration with Raptor is phenomenal."

Bay City ISD, TX

RAPTOR TECHNOLOGIES

Manage and Track Drills

Track all your drills and eliminate compliance risks with Raptor Drill Manager®.



Easily Schedule

Quickly schedule drills and track compliance based on district requirements. District administrators receive alerts when schools are out of compliance.

Conduct and Manage

Receive automatic notifications to remind you of upcoming drills and initiate drills from any mobile or web-enabled device.

Track and Report

Monitor drill status for every building and drill type and produce accurate status reports for individual schools or the entire district.

Learn and Improve

Analyze reports to see what is working and where you need to improve performance.

> "It's one thing to say you conducted a drill; it's another to prove it with documentation and to have that documentation at your fingertips."
>
> Duval County Public Schools, FL

RAPTOR TECHNOLOGIES

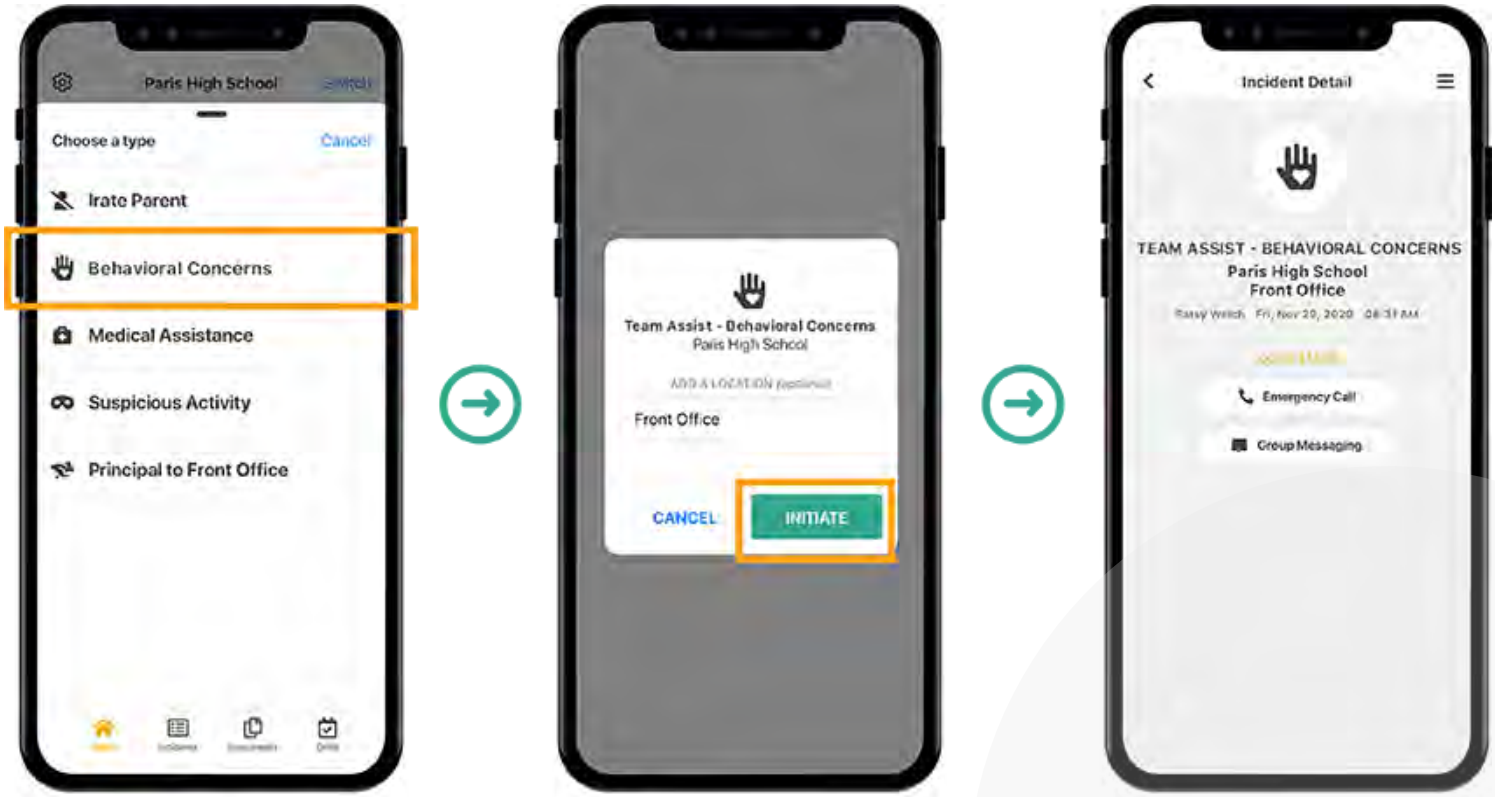


Get Help for Everyday Incidents

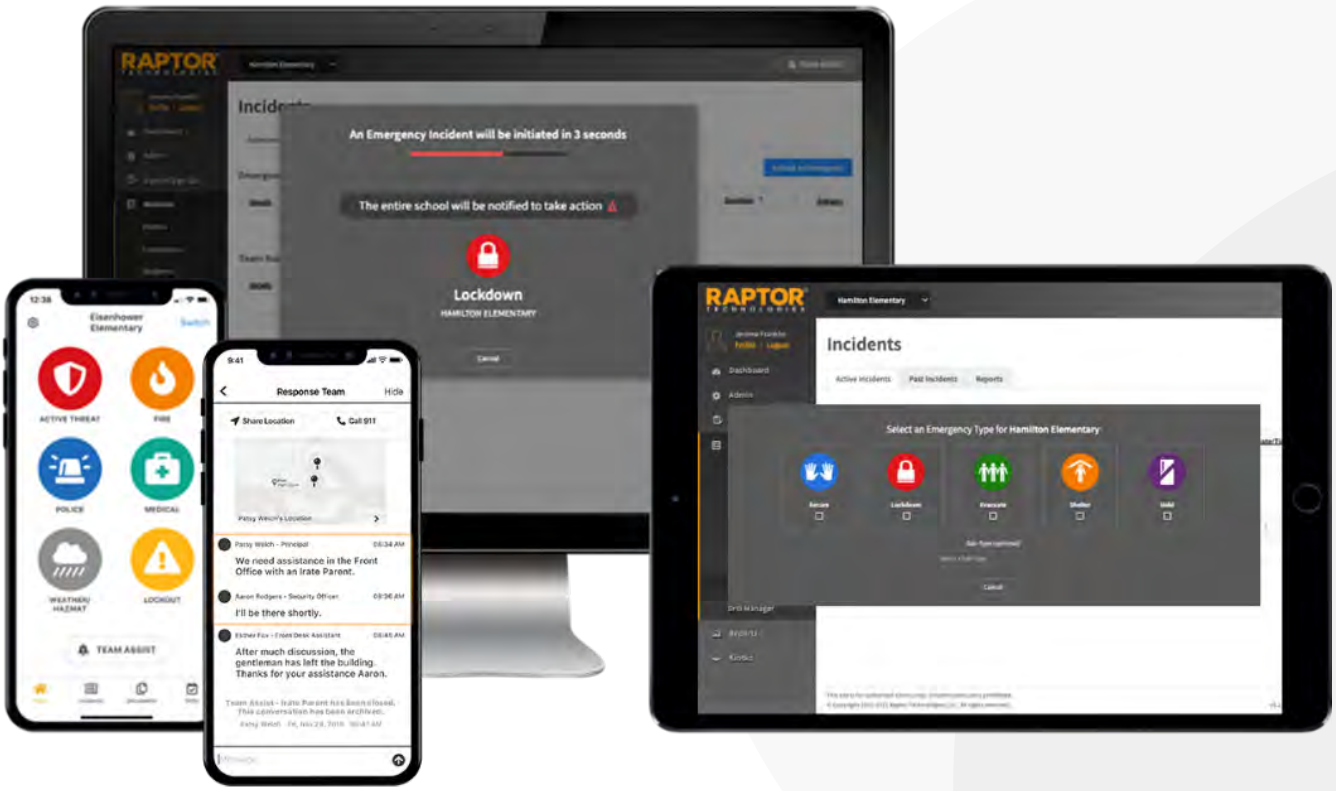
Summon help for incidents, such as fights or medical assistance, with Team Assist.

Efficiently Manage Incidents

Users can quickly send situation-specific details, share their location on an interactive map, communicate through group messaging, and connect with 9-1-1. Districts can customize the list of Team Assist situations, notifications, and alert recipients.



RAPTOR TECHNOLOGIES



Connect to First Responders

Initiate a mobile panic alert to instantly request help with Raptor Alert®.

Quickly Summon Help

Request the right help for any-sized incident—large or small, in a single building or across the entire district—from wherever you are.

Instantly Notify Others

Automatically send detailed, situation-specific alerts so everyone knows how to respond. Alerts provide the type, location, time, and who initiated the emergency and can be sent across text message, computer desktop alert, email, voice call, and push notification. Push notifications can play an audible alarm even when the device is in silent or do-not-disturb mode.

Connect with 9-1-1 and Communicate with Group Messaging

Text or call 9-1-1 directly and stay in touch with all users through real-time group messaging. Give first responders and school staff 24/7 access to your building maps and emergency protocols.

Send Alerts Based on Location

Seamlessly switch between campuses without worrying about reconfiguring your panic button. Raptor sends mass notifications based on your geolocation within the campus. Location data is only accessed during an active emergency.



Raptor Alert® is PSAP Friendly and RapidSOS Ready

Quickly Summon Help

Raptor Alert, coupled with the RapidSOS emergency response data platform, delivers critical, real-time data to a Public Safety Answering Point (PSAP) for smarter and faster emergency response. Raptor Alert connects the caller to 9-1-1, which instantly shares additional information with the dispatcher, including:

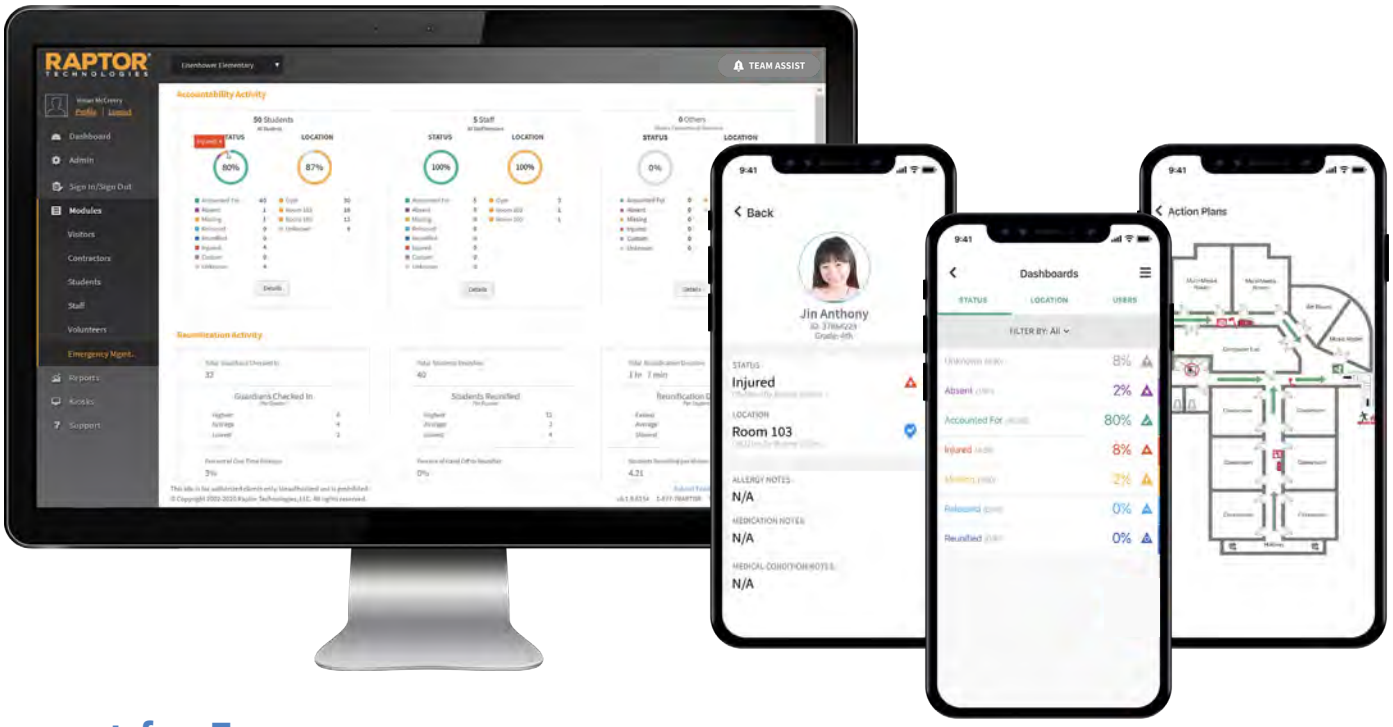
- Caller name and number, precise campus location, and additional information (job title, etc.)
- Dispatchable address and school name
- Emergency type (lockdown, active shooter, etc.)

> "Raptor has given us the unique opportunity to save lives by letting us quickly notify authorities and get the right help immediately."
>
> Toms River Regional School District, NJ

RAPTOR TECHNOLOGIES

Account for the Location and Status of Everyone

Maintain clear, real-time line of sight with Raptor Accountability®.



Account for Everyone

Teachers and staff confirm the status and location of themselves, students, and if using Raptor® Visitor Management, visitors on campus.

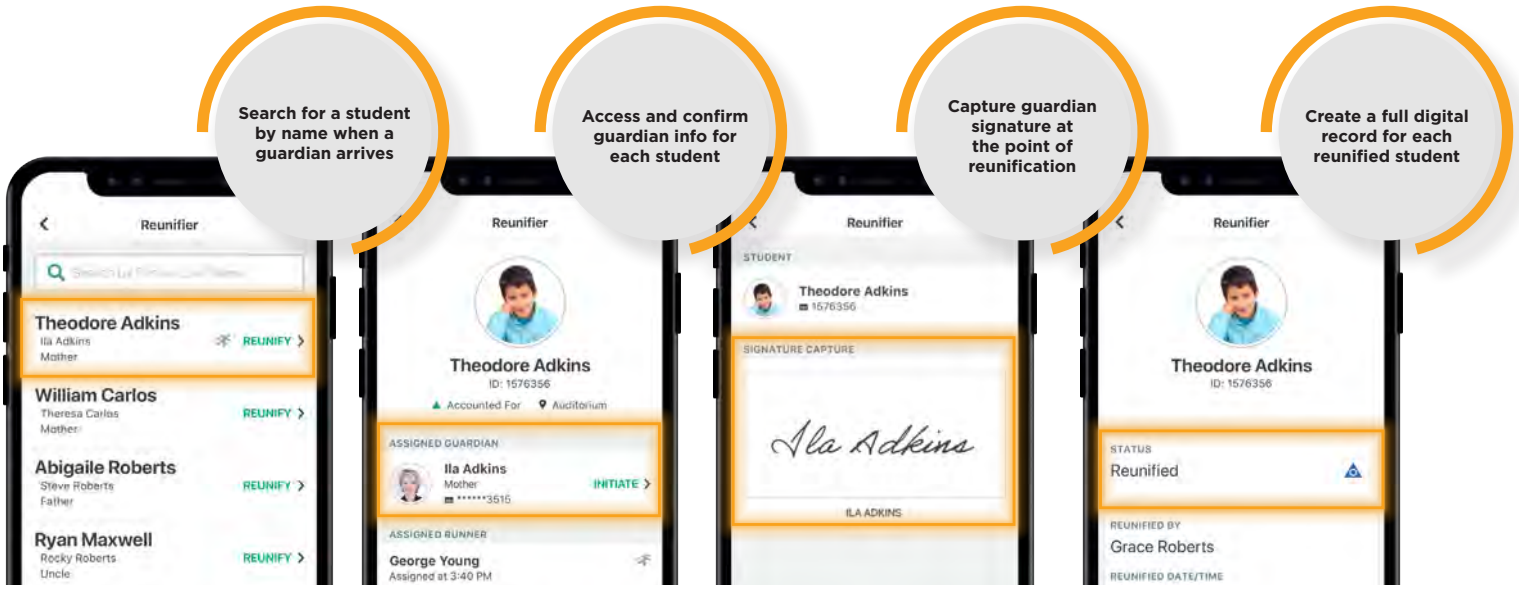
Stay Updated in Real Time

First responders, incident commanders, and other authorized users know each student, staff, and visitor's condition and location during an emergency.

Assist Injured Persons Faster

Enable first responders to know where they're needed most by giving them access to the location, details, and medical conditions for all individuals.

> "Simultaneous communications and the ability to give multiple incident leaders real-time status reports in an instant . . . plus the accountability: we knew where resources were needed . . . And of course, the command center could see it all."
>
> Brighton Schools, MI



Safely Reunify Students with Their Guardians

Increase your speed and accuracy with Raptor Reunification®.

Document Every Individual's Status

Track every individual's status change and generate a detailed history of events for post-incident reporting.

Eliminate Inaccuracy and Reduce Liability

Ensure students are only reunified with approved guardians by screening guardian ID to check for sex offender status or custodial restrictions. Record guardian signature and timestamp for each reunification.

> "Raptor really is priceless. Honestly, it has given us freedom, peace of mind, and the ability to communicate more accurately with one another. Raptor is part of our everyday operations."
>
> West Aurora School District 129, IL

RAPTOR TECHNOLOGIES

Raptor® is 100% Aligned with the Standard Reunification Method™ from The "I Love U Guys" Foundation®

Raptor reduces reunification time by substituting handwritten, paper-based elements with instant mobile communications and record-keeping, *safely reunifying students with authorized guardians up to four times faster.*

Greeting, Check-in, and ID Verification

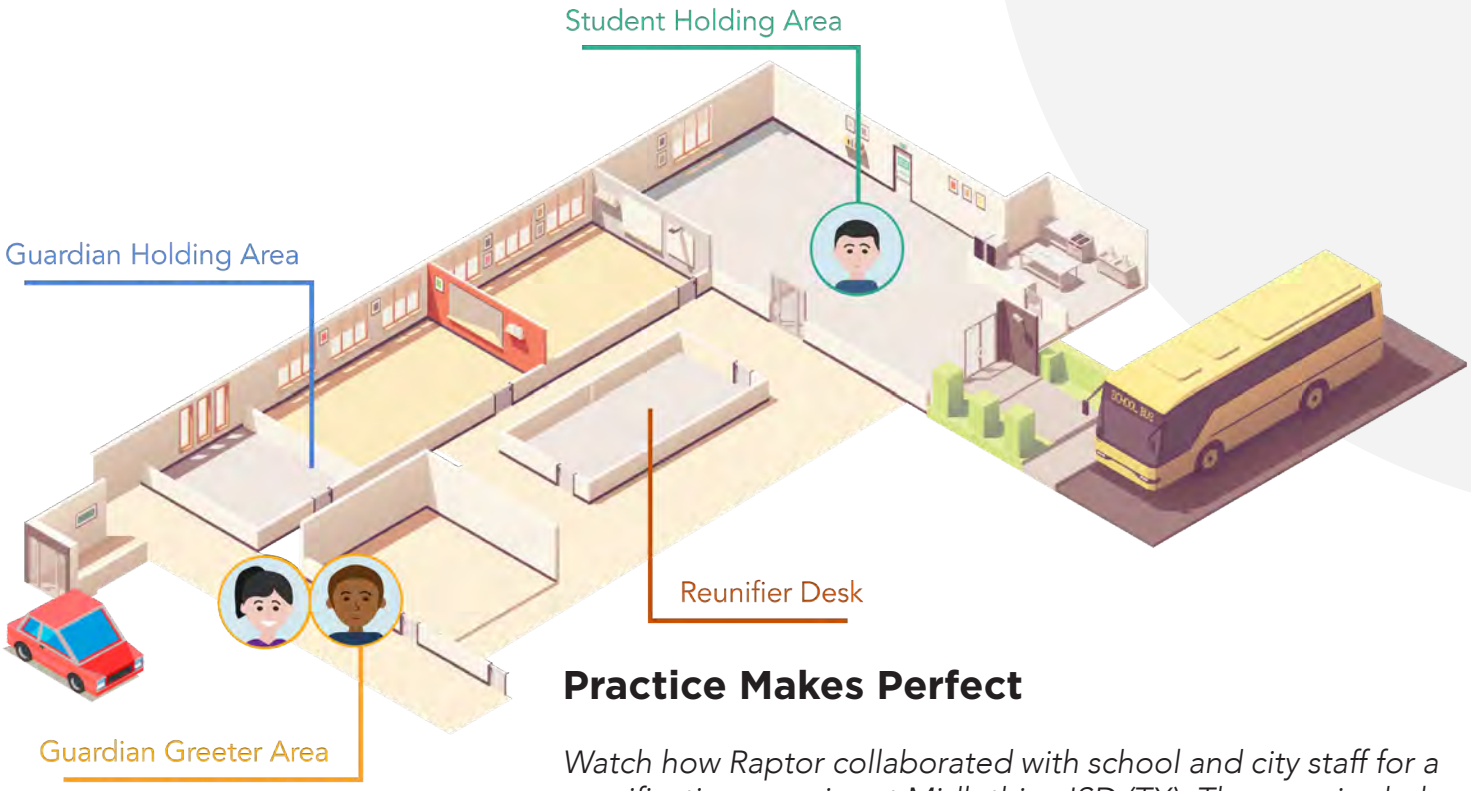
Verify the guardian's ID and custody rights.

Reunification Communication

Send automatic notifications to runners when a guardian is cleared, so that the runner can quickly retrieve the right student.

Accurate Reunification

Verify the guardian's ID and record their signature. This instantly sends a text message notifying the student's other guardians that the student was safely reunified.



Practice Makes Perfect

Watch how Raptor collaborated with school and city staff for a reunification exercise at Midlothian ISD (TX). The exercise helped the district understand what resources are available and how to improve emergency preparedness, response, and recovery.

Watch their case study video here.



RAPTOR® TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

Raptor® Connect

Working with partners to streamline emergency response across all safety devices.

What is it?

The Raptor Connect integration platform enables native, bi-directional integration with a school's digital security systems and peripherals. This means you can activate an emergency response from a single point instead of activating separate systems. It also allows each component to talk to one another. Raptor Connect streamlines a school's digital emergency response activations, speeding notifications and minimizing the impact of the situation.

How Does it Work?

Many schools have independent safety solutions that require separate activation during an emergency. This disjointed process wastes valuable time and ultimately impedes response and recovery. Raptor Connect's advanced technology changes this by enabling bi-lateral communication to and from Raptor and empowering users to initiate multiple emergency responses from a single point.

An ecosystem of "Raptor Ready" partners covers a wide range of peripherals, including cameras, gun detection, fire/smoke detection, alarms, speakers, IoT devices, smart boards, access control, communication devices, and more. Schools can maximize the value of individual systems when disparate technologies connect to each other for improved outcomes.

The system further minimizes liability by recording a guardian signature and timestamp for each reunification.

Improve the Flow of Critical Information

- Initiate emergency response from a single point
- Increase the effectiveness of your safety infrastructure
- Partnering with an ecosystem of safety leaders
- Bi-directional communications to and from Raptor Alert

RAPTOR® READY



About Raptor

For 20 years, Raptor has been driven by our mission to protect every child, every school, every day. Used by over 50,000 schools worldwide, Raptor is the gold standard in school safety.

Emergency Response Activated: Everything is intertwined when you integrate your alarms, detectors, and other security components with Raptor Connect. Raptor Connect instantly activates the appropriate emergency response (Lockdown, Evacuate, Secure, etc.) in Raptor Alert when it receives emergency signals from your other devices.

Community & System Alerted: Raptor Connect instantly notifies school staff and first responders while also activating your alarm systems, IoT devices, and access control systems. Raptor Connect also sends information to smart boards and other connected digital response technologies.

Response Improved: Raptor Connect streamlines a school's digital emergency response activations, speeding notifications and minimizing the impact of the situation so that you can keep your schools—and everyone inside of them—safe.

This can't wait.

Scan the QR code or give us a call at 877-772-7867

or visit raptortech.com/connect

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Raptor® Compliance and Success Program

Raptor® Emergency Management Full Suite

The Raptor Compliance and Success Program (CSP) is the key to successful and sustainable emergency management. Through interactive training sessions and ongoing access to the latest school safety best practices, CSP ensures your safety team and staff thoroughly know how to use Raptor to keep your schools and everyone inside of them safe.

Configure the System

Configure to your emergency policies & procedures

Maintain fidelity with your existing emergency plans by building a custom mobile app home screen, building a drill schedule, and choosing 911 connectivity options.

Annual | Virtual

Audit Current Processes and Train Your Staff

Create custom materials

The district will receive custom training videos specific to district policies and procedures covering Drill Manager usage, incident initiation and accountability, and reunification. This helps staff understand district expectations and system usage.

Annual | Virtual | CSP +

Train model school virtually

This 30-minute session teaches staff how to use Raptor based on your policies.

Annual | Virtual

Onsite training for model school

Encourage collaboration and engagement by having Raptor onsite to teach your staff how to use Raptor based on your district policies.

Annual | Onsite | CSP +

Train all admin on system reporting

Once the system is implemented and in use, Raptor provides training to administrators on managing the system, running reports, and more.

Annual

Train all schools

Raptor trainers will facilitate live, virtual trainings for each school in the district. Running approximately 30 minutes in length, these sessions will ensure school staff will use the system with confidence and consistency. Each school can sign up for four trainings per year.

4x/year | Virtual | CSP +

Onsite reunification event

Raptor will come onsite and host an in-depth training of the reunification process, followed by an actual reunification drill.

Annual | Onsite | CSP +

Audit current reunification plans

Raptor evaluates the district's reunification sites, team size and makeup, and policies. Raptor then works with the district to build a reunification plan that ensures both competency and confidence in the reunification process.

Annual | Virtual | CSP +

Raptor® Compliance and Success Program

Raptor® Emergency Management Full Suite

Ensure Ongoing Success

Stay updated on system usage

Raptor will show you how your staff are using the system, pulling data like which schools are out of compliance, who documents their drills correctly, and more.

Monthly | Virtual | CSP +

Access premium support

Raptor Emergency Management Specialists will provide ongoing troubleshooting support directly to school staff. This allows staff to ask questions as they come up, and get answers from Raptor quickly.

24/7 | Virtual | CSP +

Access Raptor University

School and district staff can access Raptor Support, webinars, help articles, and more through Raptor University.

24/7 | Virtual

Ensure SIS syncing

Leveraging integrations with Clever® and ClassLink®, the district ensures the correct and complete sharing of student, staff, guardian, and roster data from the district's SIS.

Once | Virtual

Streamline user account creation

Whether the district uses Microsoft Azure®, Google Gsuite®, ADFS, or SAML, Raptor's SSO integration enables school staff to use their district username and password to log in to Raptor.

Once | Virtual

> *I am learning just as the rest of the district is learning… the Raptor team are the experts. They can answer all of the questions. I feel confident when Raptor is there to run the trainings."*
>
> Jean Harper-Smith
> Frederick County Public Schools (VA)

Watch a Raptor Onsite Reunification Exercise

The exercise helped Midlothian ISD (TX) and city staff understand what resources are available and how to improve emergency preparedness, response, and recovery.

Watch the Video Online

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE:
INITIAL TERM: 12 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Elizabethton City School District, having office at 804 S Watauga Av, Elizabethton, TN 37643 ("Customer"). This Subscription Agreement, the Terms (defined below), all Invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"**Terms**" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions revised and accepted by the Tennessee Department of Education in effect as of the time of execution of this Subscription Agreement, a copy of which is included herein as Exhibit A. Also incorporated herein and attached hereto as Exhibit B, are the additional State required contract provisions.

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees ") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC	**Elizabethton City School District**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #: Q-79323-1
Date: 5/24/2023 3:08 PM
Expires On: 7/31/2023
Federal Tax ID #: 45-4914152
Contract #: 661-22

To:
Elizabethton City School District
804 S Watauga Av
Elizabethton, TN 37643
United States

From:
Michael Cruice
mcruice@raptortech.com

Subscription Term: 12 Months **Billing Frequency:** Annual

PRODUCT	DESCRIPTION	UNIT PRICE	QTY	TOTAL
Raptor Emergency Management	Raptor Emergency Management Suite Annual Access Fee (per site license). Includes Raptor Alert, Raptor Link, Drill Manager, Accountability and Reunification. Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 1,980.00	6	USD 11,880.00
Raptor Connect	Allows configuration for external systems to connect to Raptor Alert through a bi-directional API.	USD 0.00	1	USD 0.00
Emergency Management Implementation	One-time implementation fee (per site license).	USD 175.00	6	USD 1,050.00
Compliance and Success Package - Raptor Emergency Management	Professional services to support the implementation, adoption and usage of the Raptor Emergency Management Suite.	USD 32,527.00	1	USD 32,527.00
			SUBTOTAL:	USD 45,457.00
			TOTAL:	USD 45,457.00

RECURRING COSTS IN THIS QUOTE: USD 44,407.00

Quote Notes:
Buyboard Contract# 661-22

You may sign electronically; or you may print, sign and scan all pages of the document and email to mcruice@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to mcruice@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email accounting@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit http://www.shop.raptortech.com.

EXHIBIT A

RAPTOR™ TECHNOLOGIES

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT TERMS AND CONDITIONS accepted by the State of Tennessee Dept of Education for the benefit of Elizabethton City School District_ June 2023(Sections 1.8, 6.3,8.1,8.2,8.3,9.3, 10.7, 10.9)

The Parties agree that their contractual relationship with respect to the Raptor Services and Raptor Subscription Services will be governed by (1) these Terms and Conditions (the "Terms"), (2) the Additional State Required provisions incorporated herein and attached hereto as Exhibit B, (3)the applicable Purchase and Subscription Services Agreement (each, a "Subscription Agreement"), and (4) all Invoices and exhibits, schedules and terms and conditions referenced by or in the Terms and Subscription Agreement(s). Unless otherwise specified, capitalized terms in these Terms have the same meaning as those in the Subscription Agreement.

1. DEFINITIONS

1.1 "Access Credentials" means login information, passwords, security protocols, and policies through which Users access the Raptor Services.

1.2 "Customer Content" means all data, information and materials (a) collected via Customer's and Users' use of the Raptor Services or Raptor Subscription Services and transmitted to Raptor; and (b) otherwise provided by Customer to Raptor under this Agreement.

1.3 "Documentation" means the documentation, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Raptor Services or Raptor Subscription Services.

1.4 "Intellectual Property Rights" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.5 "Raptor Platform" means the online software-as-a-service platform to which Customers connect to access Raptor software solutions and associated services.

1.6 "Raptor Services" means the provision of access to any portion of the Raptor Platform and its software solutions including integrations with third-party or Customer software and hardware provided by Raptor. References to any Raptor Services include the associated Documentation.

1.7 "Raptor Subscription Services" means specified professional or managed services offered to Customers on a recurring annual basis.

1.8 "Invoice" means an invoice, executed by both Parties, that sets forth the Raptor Services or Raptor Subscription Services ordered, the schedule of payments and any unique additional terms.

Customer will process payment in accordance with the terms set forth in the Tennessee Prompt Pay Act of 1985, Tenn Code Ann. § 12-4-701, et seq.

1.9 "Users" means employees or contractors of Customer who are authorized to access the Raptor Services using a user identifier and password provided to Customer by Raptor or set up by Customer.

2. UPDATES

2.1 Updates. During the Term, Raptor shall supply Customer, without charge, any revisions, corrections, and upgrades of the Raptor Platform or Raptor Subscription Services that are made generally available by Raptor to its other customers free of charge ("Updates").

3. SERVICES

3.1 Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Raptor Platform or Raptor Subscription Services, or otherwise use, exploit, make available or encumber any of the Raptor Platform or Raptor Subscription Services to or for the benefit of any third party; (b) use or demonstrate the Raptor Platform or Raptor Subscription Services in any other way that would be competitive with Raptor; (c) reverse engineer, disassemble or decompile the Raptor Platform, or attempt to derive the source code or underlying ideas or algorithms of any part of the Raptor Platform; (d) remove any notice of proprietary rights from the Raptor Platform or Raptor Subscription Services; (e) copy, modify, translate or otherwise create derivative works of any part of the Raptor Platform or Raptor Subscription Services; (f) use the Raptor Services in a manner that interferes or attempts to interfere with the proper working of the Raptor Services, or any activities conducted in connection with the Raptor Services, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the Raptor Services; (g) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Raptor Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (h) use the Raptor Services to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code; (ii) copyrighted materials to which Customer does not have sufficient rights; or (iii) other materials

prohibited by applicable international, federal, state, or local laws and regulations.

3.2 Access Credentials. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users. Customer will notify Raptor immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

3.3 Customer Obligations. Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, and internet connectivity required by Customer or any User to access the Raptor Services from the internet. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Raptor Services, and notify Raptor promptly of any such unauthorized use known to Customer. Customer will be responsible for providing information and data necessary to provide the services and assist in scheduling training and other related events to deliver the services.

3.4 Reservation of Rights. As between Customer and Raptor, all right, title and interest, including all Intellectual Property Rights, in and to the Raptor Platform and Raptor Subscription Services are owned exclusively by Raptor. Except for any Customer Content, all work product or services provided or developed pursuant to this Agreement or any Invoice (including any modifications and improvements to any Raptor Platform and Raptor Subscription Services pursuant to Section 3.6 (Continuous Development) and any intellectual property developed pursuant to Section 3.7 (Professional Feedback) below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Raptor.

3.5 Continuous Development. Customer acknowledges that Raptor may continually develop, deliver and provide to Customer, at Raptor's sole discretion, on-going innovation to the Raptor Platform and Raptor Subscription Services in the form of new features, functionality, services and efficiencies. Accordingly, Raptor reserves the right to automatically modify the Raptor Platform and Raptor Subscription Services from time to time. Some modifications will be provided to Customer at no additional charge. Raptor may condition the implementation of other modifications on Customer's payment of additional fees, provided Customer may continue to use the version of the Raptor Platform and the Raptor Subscription Services that Raptor makes generally available (without such features) without paying additional fees.

3.6 Support. During the Term, Raptor shall use commercially reasonable efforts to provide the services necessary to remedy any software function on the Raptor Platform that does not operate in substantial conformance to the Documentation (an "Error"). Raptor's technical support staff shall provide Customer with email and telephone consultation during the hours of 7:00 a.m. through 5:00 p.m. US Central Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the Raptor Services, including clarification of functions and features of the Raptor Services, and clarification of documentation, as well as Error verification, analysis, corrections and workarounds. All services provided hereunder shall be provided remotely from Raptor's place of business or such other locations designated by Raptor. In furtherance of this Section 3.6, Customer will identify not more than two (2) technically proficient contacts to act as the primary liaisons responsible for all communications with Raptor in connection with Raptor Services support issues

3.7 Feedback. Customer hereby grants to Raptor a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Raptor Services and Raptor Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the Raptor Services and Raptor Subscription Services.

4. CUSTOMER CONTENT

4.1 Customer Content. Customer is solely responsible for the accuracy, quality and legality of Customer Content. Customer will obtain all third-party licenses, consents and permissions needed for Raptor to use the Customer Content to provide the Raptor Services and Raptor Subscription Services.

4.2 Ownership. As between Customer and Raptor, Customer retains all right, title, and interest to the Customer Content. Customer grants to Raptor, on behalf of itself and its Users, a non-exclusive license to use the Customer Content as necessary for purposes of providing the Raptor Services and Raptor Subscription Services. Notwithstanding anything to the contrary herein, Customer agrees that Raptor has the right to collect, use and analyse any de-identified information derived from the Customer Content (collectively, the "De-identified Data") in the Raptor Services for Raptor's lawful business purposes, including to improve and enhance the Raptor Services, and for other development, diagnostic, and corrective purposes in connection with the Raptor Services. Raptor may disclose De-identified Data solely in aggregate form in connection with its business.

4.3 Raptor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of all personal information that are (a) at least equal to industry standards for such types of personal information and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of personal information. Without limiting the generality of the foregoing, Raptor will encrypt personal information with industry standard encryption levels for the Raptor Services.

4.4 Raptor shall not retain, use, or disclose any personal data that constitutes "personal information" under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, and amended from time

to time ("CCPA"), ("CA Personal Information"), for any purpose other than for the specific purpose of providing the Raptor Services and Raptor Subscription Services, or as otherwise permitted by CCPA, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in CCPA) other than providing the Raptor Services and Raptor Subscription Services.

4.5 Raptor shall not (a) sell any CA Personal Information; (b) retain, use or disclose any CA Personal Information for any purpose other than for the specific purpose of providing the Raptor Services and Raptor Subscription Services, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in the CCPA) other than provision of the Raptor Services and Raptor Subscription Services; or (c) retain, use or disclose the CA Personal Information outside of the direct business relationship between Raptor and Customer. Raptor hereby certifies that it understands its obligations under this Section 4.5 and will comply with them.

4.6 Raptor will process CA Personal Information only in accordance with Client's instructions. By entering into this Agreement, Customer instructs Raptor to process CA Personal Information to provide the Raptor Services and Raptor Subscription Services. Client acknowledges and agrees that such instruction authorizes Raptor to process Personal Data (a) to perform its obligations and exercise its rights under the Agreement; (b) perform its legal obligations and to establish, exercise or defend legal claims in respect of the Agreement; (c) pursuant to any other written instructions given by Client and acknowledged in writing by Raptor as constituting instructions for purposes of this Agreement; and (d) as reasonably necessary for the proper management and administration of Raptor's business.

4.7 Notwithstanding anything in the Agreement or any Invoice entered in connection therewith, the parties acknowledge and agree that Raptor's access to CA Personal Information or any other personal data does not constitute part of the consideration exchanged by the parties in respect of the Agreement.

5. TERM, TERMINATION

5.1 Initial Term. Unless earlier terminated in accordance with the terms of this Section 5, this Agreement will become effective on the Effective Date and continue for the Initial Term per the Subscription Agreement (the "Initial Term").

5.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, this Agreement will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") at the then current Annual Software Access Fee or Annual Services Subscription Fee, "Subscription Fee(s)", unless either Party provides written notice to the other of its intention to allow the Agreement to expire at least 60 (sixty) days prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms will collectively be referred to as the "Term."

5.3 Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within 30 (thirty) days after its receipt of written notice of such breach.

5.4 Obligations on Termination. Upon expiration or termination of this Agreement all rights granted hereunder by Raptor and all obligations of Raptor to provide Raptor Services and Raptor Subscription Services will immediately terminate. Sections 1 (Definitions), 3.1 (Restrictions), 3.4 (Reservation of Rights), 3.7 (Feedback), 4.2 (Ownership), 5.4 (Obligations on Termination), 6 (Confidentiality), 7.3 (Exclusions), 8 (Indemnification), 9 (Limitations on Liability) and 10 (General) will survive termination of this Agreement. All fees for the Raptor Services and Raptor Subscription Services are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for period unused periods in the event of termination under this Agreement, except in the case of Raptor's infringement of a third party's Intellectual Property Rights as outlined in section 8.1.

6. CONFIDENTIALITY

6.1 Definition. As used herein, subject to Section 6.2 (Exclusions) below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. Raptor's Confidential Information includes all information relating to the Raptor Services, Raptor Subscription Services and Customer's Confidential Information will include the Customer Content (subject to Section 4.2 (Ownership)). In addition, the terms of this Agreement will be considered the Confidential Information of both Parties.

6.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information.

6.3 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 7. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to Raptor by Customer or acquired by Raptor on behalf of the Customer that is regarded as confidential under state or federal law shall be regarded as "Confidential Information". Confidential information shall not be disclosed except as required or permitted under state or federal law. Raptor shall take all necessary steps to safeguard the confidentiality of such materials or information in conformance with applicable state or federal law. The obligations set forth in this section shall survive the termination of these Terms. All obligations regarding Confidential Information are subject to the requirements of the Tennessee Public Records Act.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder. Raptor represents and warrants to Customer that Raptor will provide the Raptor Services and Raptor Subscription Services in a professional and workmanlike manner.

7.2 Background Checks. Background checks and Sexual Offender Checks, if applicable, performed using the Raptor Services are based on third party information made available to Customer as part of the Service. Raptor does not screen, monitor or modify the third-party information and does not guarantee or warrant the accuracy, integrity or quality of the third-party information. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and false-negative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the Raptor Service background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and Raptor shall not be liable for any damages that result from such use. Raptor disclaims and Customer assumes all responsibility for determinations of an individual's registered sex offender or custom alert status based on the information conveyed in connection with the Raptor Services. Customer is solely responsible for such determinations and understands that information provided by Raptor is not intended to substitute for the determinations made by Customer and Customer's employees and contractors.

7.3 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (GENERAL), THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE OR SECURITY, NON-FRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT RAPTOR DOES NOT WARRANT THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT RAPTOR WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE CUSTOMER CONTENT OR CUSTOMER'S USE THEREOF. RAPTOR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. RAPTOR DOES NOT AND CAN NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE USE OR RESULTS OF THE USE OF THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE RAPTOR SERVICES AND RAPTOR SUBSCRIPTION SERVICES, OR OTHERWISE.

8. INDEMNIFICATION

8.1 Indemnification by Raptor. Raptor will defend at its expense any claim, suit or proceeding (each a "Claim") brought against Customer by a third party based upon a claim that Customer's use of the Raptor Services or Raptor Subscription Services as contemplated by this Agreement infringes such third party's Intellectual Property Rights, and Raptor will pay all damages finally awarded against Customer by a court of

competent jurisdiction as a result of any such Claim. If the use of any Raptor Services or Raptor Subscription Services by Customer has become, or in Raptor' opinion is likely to become, the subject of any claim of infringement, Raptor may at its option and expense (a) procure for Customer the right to continue using such portion of the Services as set forth hereunder; (b) replace or modify such portion of the Services to make it non-infringing so long as it retains at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and provide a pro-rata refund of any amounts pre-paid. Raptor will have no liability or obligation under this Section 8.1 with respect to any Claim to the extent caused by (w) use of the Raptor Services outside the scope of this Agreement; (x) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Content); (y) modification of the Raptor Services by any person or entity other than Raptor without Raptor's express consent; or (z) the combination, operation or use of the Raptor Services with other applications, product(s), devices, equipment, hardware, software, data or services not provided by Raptor.

8.2 Indemnification by Customer. To the extent permitted by applicable law, Customer will defend at its expense any Claim brought against Raptor by any third party arising from (a) any Customer Content; (b) clauses (w) through (z) of Section 8.1 (Indemnification by Raptor) and (c) Customer's breach of Section 3.1, and Customer will pay all damages finally awarded against Raptor by a court of competent jurisdiction as a result of any such Claim.

8.3 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim, (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the indemnifying Party will not settle any such Claim without the other Party's prior written consent), (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith, and (d) the Party seeking indemnification may participate in the defense of any such Claim at its own expense.

9. LIMITATIONS ON LIABILITY

9.1 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL RAPTOR BE LIABLE FOR CUSTOMER'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY RAPTOR UNDER THE APPLICABLE INVOICES(S) DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. RAPTOR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 8. THE PROVISIONS OF THIS SECTION 9 WILL APPLY TO ALL CLAIMS AGAINST RAPTOR IN THE AGGREGATE (NOT PER INCIDENT) WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY). NOTWITHSTANDING THE ABOVE ANY LIMITATION OF LIABILITY IS SUBJECT TO THE PROVISIONS OF TENN. CODE ANN. § 12-3-701.

10. GENERAL

10.1 Force Majeure. Raptor will not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control.

10.2 Compliance with Laws. Without limiting the generality of the foregoing, Customer will not transfer, either directly or indirectly, the Raptor Services, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from Raptor and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under this Agreement. Customer shall comply with all applicable data privacy and security laws in the treatment of personally identifying information of any third party obtained using the Raptor Services.

10.3 No Assignment. Customer may not assign this Agreement or any of its rights or obligations, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Raptor, except that Customer may assign this Agreement, without the prior written consent of Raptor, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer by merger or acquisition, provided that such corporation or other business entity assumes, in a writing delivered to Raptor, all of the terms and conditions of this Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void. Raptor shall only assign this Agreement, or any portion thereof, to assignee qualified to do business with the State.

10.4 Amendment; Waiver. This Agreement may not be

amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Neither the online posting of any terms and conditions subjecting future use of the goods or services to assent such terms and conditions nor any subsequent click wrap agreement that seeks to bind the Customer to any new or contradictory terms and/or conditions shall be effective to amend or modify this Agreement, regardless of any subsequent use or apparent assent. Any such extraneous terms and conditions shall be void.

10.5 Relationship. The Parties are independent contractors, nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.6 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provisions will be reformed only to the extent necessary to make it enforceable, and such provisions as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.7 Governing Law, Jurisdiction. These terms and any dispute arising from or relating to these terms are governed by the State of Tennessee, United States, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for claims, disputes, or disagreements arising under this Agreement. Raptor acknowledges and agrees to any rights, claims or remedies against the State or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann § 9-8-101.

10.8 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other Party and will be effective upon receipt. Either Party may change its address by giving notice of the new address to the other Party.

10.9 Use of Name and Logo. Customer agrees that Raptor may indicate that Customer is a Raptor customer on Raptor's website and in its marketing materials. Any such attribution will be consistent with Customer's style guidelines and requirements as communicated to Raptor. Notwithstanding the foregoing, Raptor shall not suggest or imply in advertising or marketing that its goods or services are endorsed by the Customer. The restriction of Raptor's advertising or marketing shall survive the termination of this Agreement.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

EXHIBIT B

RAPTOR™ TECHNOLOGIES

Additional State Required Provisions:

Data Processing. Raptor agrees to maintain its application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals. If the application requires middleware or database software, Raptor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and application to ensure that security vulnerabilities are not introduced. Raptor and all data centers used by Raptor to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

Records / Audit. Raptor shall maintain documentation for all charges under this Agreement. The books, record of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representative. The financial statements shall be prepared in accordance with generally accepted accounting principles.

Boycott of Israel. Raptor certifies that it is not currently engaged in, and covenants that I will not, for the duration of this Agreement, engage in a Boycott of Israel, as that term is defined under Tennessee law.

Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. Raptor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to § 12-12-106

Unauthorized Immigrants. Raptor does hereby attest, certify, warrant, and assure that it shall not knowingly utilize the services of an unauthorized immigrant in the performance of this Agreement and shall not knowingly utilize the services of a subcontractor who will utilize the services of an unauthorized immigrant in the performance of this Agreement.

Tennessee Department of Revenue. Raptor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601-608. Compliance with applicable registration requirements is a material requirement of this Agreement.

Termination for Convenience. The State may terminate this Agreement for convenience without cause and for any reason. The State shall give Raptor at least thirty (30) days written notice before the termination date. Raptor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, including prepaid fees and authorized services completed as of the termination date. In no event shall the State be liable to Raptor for compensation for goods, neither requested or accepted by the State or for any services neither requested by the State not satisfactorily performed by Raptor. In no event shall the State's exercise of its right to terminate this Agreement for convenience relieve Raptor of any liability to the State for any damages or claims arising under this Agreement.

Subject to the Availability of Funds. This Agreement is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Agreement upon written notice to Raptor. The State's exercise of its right to terminate this Agreement shall not constitute a breach of contract by the State. Upon receipt of the written notice, Raptor shall cease all work associated with this Agreement. If the State terminates this Agreement due to lack of funds availability, Raptor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Agreement due to unavailability of funds, Raptor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

Hold Harmless. Raptor agrees to indemnify and hold harmless the State as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of Raptor, its employees, or any person acting for or on its or their behalf relating to this Agreement. Raptor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Agreement. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve Raptor of its obligations under this Section to the extent that Raptor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant Raptor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

ELIZABETHTON CITY SCHOOL SYSTEM
BOARD OF EDUCATION
AGENDA SUMMARY
FUND 141 GENERAL PURPOSE

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BIDS AND PURCHASES OVER $10,000

DEPARTMENT: CTE

SUBJECT: Bid Number ECSS FY2022-2023-04 for AUTOMOTIVE LIFT FOR CTE DEPARTMENT AT EHS

SUMMARY: Bids were advertised and solicited for AUTOMOTIVE LIFT FOR CTE DEPARTMENT AT EHS. One (1) bid was received and deemed to be acceptable as per bid specifications. Bids were opened at 10:00 a.m., on Thursday, the 8th day of June 2023. Bids were as follows:

BIDDER	AMOUNT
Smith Garage Equipment, Inc. 331 Versailles Road Frankfort, KY 40601	$77,206.85

ACCOUNT
FUNDING: Account codes: Capital Outlay
141-71300-730-Innovative School Models

RECOMMENDATION: Mr. Richard VanHuss, Director of Schools, and Mr. Brian Culbert, CTE Director, have reviewed the bid. It is their recommendation that the bid for the AUTOMOTIVE LIFT FOR CTE DEPARTMENT AT EHS be awarded to Smith Garage Equipment, Inc. in the amount of $77,166.85 based on specifications.

NECESSARY
BOARD ACTION: Motion to approve the award of bid number ECSS 2022-2023-03 for the AUTOMOTIVE LIFT FOR CTE DEPARTMENT AT EHS be awarded to Smith Garage Equipment, Inc. in the amount of $77,166.85.

APPROVED BY ELIZABETHTON BOARD OF EDUCATION:

_____ _____
Eddie Pless, Chairman Richard VanHuss, Director of Schools

_____ _____
DATE DATE

Rob Johnson
School & Office Supply
10563 Dutchtown Road
Knoxville, TN 37932
865-218-7921

Date: 6/18/2023

PROPOSAL

Elizabethton HS - Alt School Building

PREPARED FOR: **Jon Minton**
Principle
Elizabethton Schools
907 Json Witten Way
Elizabethton , TN 37643

INSTALL AT: **Jon Minton**
Principle
Elizabethton Schools
907 Json Witten Way
Elizabethton , TN 37643

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
1		**NOTE**	1	$ 0.00	$0.00	$0.00
		The following contracts were utilized to provide the best pricing.				
		HON — HON Pricing is based on OMNIA CONTRACT #R191804				
		SOI — Sit On IT Pricing is based on OMNIA Contract # 2020000604 / TVR 935				
		VS — The University of Tennessee Contract Framework PO #5500007702.				
		KI — KI Pricing is based on Sourcewell Contract #121919-KII				
					Subtotal:	**$0.00**
		1-Offices				
2		**3152.WM03.PST1**	2	$ 396.00	$182.16	$364.32
SIT		J Chan w/ Power				
3		**3130.PTC.PT5.PC1**	2	$ 128.00	$58.88	$117.76
SIT		EON Clamp-On Power - Dual Outlet, Black				
4		**HLPLBC3013B5**	2	$ 412.00	$192.40	$384.80
HON		Mod 30Wx13Dx65H 5-Shelf Bookcase				
		Select Laminate Finish .LSL1 Slate Teak				

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
5		**HLPLCS6624**	2	$ 337.00	$157.38	$314.76
HON		Mod 66Wx24Dx29H Credenza Shell				
		Select Laminate Finish .LSL1 Slate Teak				
6		**HLPLDH66**	2	$ 406.00	$189.60	$379.20
HON		Mod 66Wx14Dx39.75H Desk Hutch w/o Doors				
		Select Laminate Finish .LSL1 Slate Teak				
7		**HLPLDR66LM**	2	$ 51.00	$23.82	$47.64
HON		Mod Laminate Doors for HLPLDH66 / HLPLWMH66 (2 Pack)				
		Select Laminate Finish .LSL1 Slate Teak				
8		**HLPLDS6630**	2	$ 362.00	$169.05	$338.10
HON		Mod 66Wx30Dx29H Rectangular Desk Shell				
		Select Laminate Finish .LSL1 Slate Teak				
9		**HLPLPSBBF**	2	$ 418.00	$195.21	$390.42
HON		Mod 15Wx20Dx28H B/B/F Support Pedestal				
		Select Laminate Finish .LSL1 Slate Teak				
10		**HLPLPSFF**	2	$ 418.00	$195.21	$390.42
HON		Mod 15Wx20Dx28H F/F Support Pedestal				
		Select Laminate Finish .LSL1 Slate Teak				
11		**HLPLRW6024**	2	$ 182.00	$84.99	$169.98
HON		Mod 60Wx24D Rectangular Worksurface				
		Select Laminate Finish .LSL1 Slate Teak				

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
12		**HLPLTACK66**	2	$ 144.00	$67.25	$134.50
HON		Mod 66Wx18H Tackboard				
		Mod Fabric .CN02 Cool Neutral				
13		**3162.TBT6C.TZ2460**	2	$ 874.00	$402.04	$804.08
SIT		Switchback Base, 2-Leg 2-Stage C-Leg, For 24"D x 60"W Tabletop				
		Base Finish Selection BF01 Silver				
		Foot Style Option LS18 Fixed / Glides				
14		**HCT1MM**	2	$ 523.00	$244.24	$488.48
HON		HON Mesh Mid-Back Task Chair				
		Select Control Type ~ Undecided CONTROL Option				
		Select Arm Type .A Height and WidthAdjustable Arm				
		Select Caster Option .H Hard Casters				
		Select Back Mesh .M Black Mesh Back				
		Select Seat Upholstery $(1) Gr 1 UPH				
		Grd 1 Uph .COMP Compass				
		Compass Uph 10 Ink				
		Select Lumbar .AL Adjustable Lumbar				
		Select Base Type .SB Standard Base				
		Select Frame .T Black Frame Color				
					Subtotal:	**$4,324.46**

2-Conference

15		**HLPLCL7220TOP**	1	$ 166.00	$77.52	$77.52
HON		Mod 72Wx20D Low Credenza Top				
		Select Laminate Finish .LSL1 Slate Teak				
16		**HLPLLF3620L2**	1	$ 676.00	$315.69	$315.69
HON		Mod 36Wx20Dx29H 2-Drawer Lateral File removable top				
		Select Laminate Finish .LSL1 Slate Teak				

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
17		**HLPLSC3620**	1	$ 478.00	$223.23	$223.23
HON		Mod 36Wx20Dx29H Storage Cabinet				
		Select Laminate Finish .LSL1 Slate Teak				
18		**HLPLTBL3672RCT**	1	$ 346.00	$161.58	$161.58
HON		Mod 36Wx72L Rectangular Conference Table Top				
		Select Laminate Finish .LSL1 Slate Teak				
19		**3232.TBT9.TZ3072**	1	$ 606.00	$278.76	$278.76
SIT		Tensor - Base - For Rectangular Top Size 30" x 72"				
		Base Finish Selection BF01 Silver				
		Table Height Option TH00 Standard Height (29")				
20		**HMG1**	3	$ 849.00	$396.48	$1,189.44
HON		Motivate 4-Leg Stack Chair-Set/2				
		Select Arm Type .F Fixed Arm				
		Select Caster Option .S Soft Caster				
		Select Shell Color .LA Lava				
		Select Frame Color .PLAT Platinum Metallic				
21		**1132FT3CH1.PS.PB.A**	6	$ 374.00	$172.04	$1,032.24
SIT		Orbix. Task Chair, Basic Mech-Swivel Only, Plastic Seat, Plastic Back, Armless				
		Black Frame FC1 Black Frame				
		Caster Selecton CS5 Carpet Casters				
		Plastic Shell Color Selection SC8 Slate				
		Packaging Options UC Back Attached to Seat, Base Separate				
					Subtotal:	**$3,278.46**

3-Classroom

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
22		**03814**	2	$ 225.00	$160.71	$321.42
VSA		Hokki Stool seat height 24"				

Line #	Image	Part Number/Description			Qty	Unit List	Sell Unit	Sell Ext
		Hokki Cushion	073	Dark Grey				
		C2 Plastic Color Selection	005	Foam Overlay				
23		**31400_7**			24	$ 155.00	$110.71	$2,657.04
VSA		PantoSwing-LuPo h=19 3/4", w=17 3/4" Forward-flexing Cantilever Chair						
		Metal Finish Selection	M1	Metal Finish Colors				
		M1_METAL_GROUP	M059	Arctic				
		C1 Plastic Color Selection	C073	Black Grey				
		Glide Selection	040	2-Component Glides				
		Table Edge Protector	~	No Selection				
24		**PIFR2460T-74P**			6	$ 1,032.00	$557.28	$3,343.68
KII		Pirouette,Fixed Training,Rectangular,24x60",74P Edge						
		Edge Color	/EAZ	Sterling Ash edge				
		Grommet/Power Option	/NNN	No grommets, power, wire management/No cutouts				
		Laminate	Standard	KI Laminates				
		KI Laminates	/LAZ	STERLING ASH 7995-38				
		Leg Finish	/SX	Starlight Silver Metallic				
		Casters/Glides	/4EC	4 casters				
		Modesty Panel	/NMP	No modesty panel				
25		**PSFR2460-74P**			2	$ 1,272.00	$686.88	$1,373.76
KII		Pirouette,Fixed Top,Screw Height Adjustable,Rectangular,24x60",74P Edge						
		Edge Color	/EAZ	Sterling Ash edge				
		Grommet/Power Option	/NNN	No grommets, power, wire management/No cutouts				
		Laminate	Standard	KI Laminates				
		KI Laminates	/LAZ	STERLING ASH 7995-38				
		Leg Finish	/SX	Starlight Silver Metallic				
		Casters/Glides	/4EC	4 casters				
		Modesty Panel	/NMP	No modesty panel				
26		**PINR2460T-74P**			4	$ 1,433.00	$773.82	$3,095.28
KII		Pirouette,Nesting Training,Rectangular,24x60",74P Edge						
		Edge Color	/EAZ	Sterling Ash edge				
		Grommet/Power Option	/NNN	No grommets, power, wire management/No cutouts				
		Laminate	Standard	KI Laminates				
		KI Laminates	/LAZ	STERLING ASH 7995-38				
		Leg Finish	/SX	Starlight Silver Metallic				

Line #	Image	Part Number/Description			Qty	Unit List	Sell Unit	Sell Ext
		Casters/Glides	/4EC	4 casters				
		Modesty Panel	/NMP	No modesty panel				
							Subtotal:	**$10,791.18**

4-Teacher

27		**HFSC183640N**			1	$ 1,387.00	$618.60	$618.60
HON		Flagship Stg Cab 39 1/8Hx36Wx18D N Pulls-2 Adj Shlf						
		Lock/Omt Opts	.X	Omt Core to Order Key Alike				
		Select Paint Color	$(P1)	P1 Paint Opts				
		Select Grade 1 Paint	.S	Charcoal				
							Subtotal:	**$618.60**
28		**3152.WM03.PST1**			1	$ 396.00	$182.16	$182.16
SIT		J Chan w/ Power						
29		**3130.PTC.PT5.PC1**			1	$ 128.00	$58.88	$58.88
SIT		EON Clamp-On Power - Dual Outlet, Black						
30		**HLPLTACK72**			1	$ 153.00	$71.45	$71.45
HON		Mod 72Wx18H Tackboard						
		Mod Fabric	.CN02	Cool Neutral				
31		**HF23C**			4	$ 63.00	$28.10	$112.40
HON		Lock Core Replacement Kit Brushed Chrome						
		Select Key Number	.X121E	121E				
32		**H105856**			1	$ 295.00	$137.77	$137.77
HON		10500 Series Back enclosure for 72"W Stack on Storage						
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates				
		t Grade 1 Laminate Finish	.LSA1	Sterling Ash				

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
33		**USPF4624**	2	$ 732.00	$395.28	$790.56
KII		Universal Height Adj Screen,Felt,46x24				
		Paint Color /SX Starlight Silver Metallic				
		Felt Color /FTFN Flannel				
34		**H10534**	1	$ 1,248.00	$582.82	$582.82
HON		10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H				
		ielect Top Laminate Color $(L1STD) Grd L1 Standard Laminates				
		ielect Top Laminate Color .LSA1 Sterling Ash				
		ct Chassis Laminate Color LSA1 Sterling Ash				
35		**H783**	1	$ 1,782.00	$794.77	$794.77
HON		Brigade 700 Series Lateral File 36W 3 Drawer				
		Lock Opts .L Standard Random Key Lock				
		Select Paint Color $(P1) P1 Paint Opts				
		Select Grade 1 Paint .S Charcoal				
36		**HSISLAUTNPNB7218**	1	$ 463.00	$206.50	$206.50
HON		Islds Top 18Dx72W Span 1				
		Laminate Grade Options $(L1STD) Grd L1 Standard Laminate				
		t Grade 1 Laminate Finish .LSA1 Sterling Ash				
		Select Edgeband Color .SA Sterling Ash				
37		**H10541X**	1	$ 859.00	$401.15	$401.15
HON		10500 Series Cred Shell 72W x 24D x 29-1/2H				
		ielect Top Laminate Color $(L1STD) Grd L1 Standard Laminates				
		ielect Top Laminate Color .LSA1 Sterling Ash				
		ct Chassis Laminate Color LSA1 Sterling Ash				
38		**H18717A**	2	$ 920.00	$324.76	$649.52
HON		Box/box/file 28"Hx16 7/8"Dx14 15/16"W				
		Lock/Omt Opts .L Standard Random Key Lock				
		Select Paint $(P1) P1 Paint Opts				

Line #	Image	Part Number/Description			Qty	Unit List	Sell Unit	Sell Ext
		Select Grade 1 Paint	.S	Charcoal				
39		**PPFR2448-74P**			2	$ 1,907.00	$1,029.78	$2,059.56
KII		Pirouette,Fixed Top,Pneumatic Height Adjustable,Rectangular,24x48",74P Edge						
		Edge Color	/EAZ	Sterling Ash edge				
		Grommet/Power Option	/NNN	No grommets, power, wire management/No cutouts				
		Laminate	Standard	KI Laminates				
		KI Laminates	/LAZ	STERLING ASH 7995-38				
		Leg Finish	/SX	Starlight Silver Metallic				
		Casters/Glides	/4EC	4 casters				
		Modesty Panel	/NMP	No modesty panel				
40		**HCT1MM**			2	$ 523.00	$244.24	$488.48
HON		HON Mesh Mid-Back Task Chair						
		Select Control Type	~	Undecided CONTROL Option				
		Select Arm Type	.A	Height and WidthAdjustable Arm				
		Select Caster Option	.H	Hard Casters				
		Select Back Mesh	.M	Black Mesh Back				
		Select Seat Upholstery	$(1)	Gr 1 UPH				
		Grd 1 Uph	.COMP	Compass				
		Compass Uph	10	Ink				
		Select Lumbar	.AL	Adjustable Lumbar				
		Select Base Type	.SB	Standard Base				
		Select Frame	.T	Black Frame Color				
41		**HLPLRW6024**			1	$ 182.00	$84.99	$84.99
HON		Mod 60Wx24D Rectangular Worksurface						
		Select Laminate Finish	.LSL1	Slate Teak				
42		**3162.TBT6C.TZ2460**			1	$ 874.00	$402.04	$402.04
SIT		Switchback Base, 2-Leg 2-Stage C-Leg, For 24"D x 60"W Tabletop						
		Base Finish Selection	BF01	Silver				
		Foot Style Option	LS18	Fixed / Glides				

Subtotal: **$7,023.05**

5-Stack Chairs

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
43		**1131.FT2.CART.AR0**	3	$ 399.00	$183.54	$550.62
SIT		Orbix, Stacking Cart for Armless Models				
44		**1131.FT2.PS.PB.AR0**	40	$ 249.00	$114.54	$4,581.60
SIT		Orbix. Wire Rod Chair, Plastic Seat, Plastic Back, Armless				
		Frame Finish FC15 Chrome Frame				
		Glide Option Selection CGRF Clear Glides w/ Felt				
		Plastic Shell Color Selection SC1 Black				
		Packaging Options AC Fully Assembled in Carton				
45		**1131.FT2.PS.PB.AR0**	30	$ 249.00	$114.54	$3,436.20
SIT		Orbix. Wire Rod Chair, Plastic Seat, Plastic Back, Armless				
		Frame Finish FC15 Chrome Frame				
		Glide Option Selection CGRF Clear Glides w/ Felt				
		Plastic Shell Color Selection SC23 Tangerine				
		Packaging Options AC Fully Assembled in Carton				
46		**1131.FT2.PS.PB.AR0**	30	$ 249.00	$114.54	$3,436.20
SIT		Orbix. Wire Rod Chair, Plastic Seat, Plastic Back, Armless				
		Frame Finish FC15 Chrome Frame				
		Glide Option Selection CGRF Clear Glides w/ Felt				
		Plastic Shell Color Selection SC8 Slate				
		Packaging Options AC Fully Assembled in Carton				
					Subtotal:	**$12,004.62**

6-Misc

47		**Freight**	1	$ 0.00	$0.00	$0.00
VSA		Freight In - VS America				
48		**Install**	1	$ 0.00	$4,350.00	$4,350.00
		Estimate - Receive Deliver and Install				

Line #	Image	Part Number/Description	Qty	Unit List	Sell Unit	Sell Ext
		Includes 2 Deliveries - Classroom and Office Area				
					Subtotal:	**$4,350.00**
					Grand Total:	**$42,390.37**

Overview /of Terms and Conditions

- Client has reviewed proposal, drawings, material selections and has clear understanding of products and services being provided.
- SOS will place all orders upon approval with vendor(s) and may not be cancelled without prior approval.
- All furnishings are custom produced products to the client's specifications and cannot be returned.
- Standard delivery and installation are quoted during normal business hours (M-F 8am to 5pm) in one contiguous install, unless stated otherwise. Any Client directed changes after order may incur additional charges.
- Client agrees to have authorized personnel available to sign proof of delivery the day delivery is scheduled.
- Client is responsible for all phone and data wiring and termination as wells as all hard-wired electrical connections.

By signing the below, the Client authorizes SOS to proceed in procuring the furnishings on the above Proposal at the price stated. The Client agrees to the full "Terms and Conditions". This agreement supersedes any terms that may appear on the clients purchase order, unless agreed upon in writing.

CLIENT: _____ SIGNED: _____
APPROVED BY:_____ DATE:_____
TITLE:_____

Grand Total: **$42,390.37**

ELIZABETHTON CITY SCHOOLS
BOARD OF EDUCATION MEETINGS
2023-2024

DATE OF BOARD MEETING	DAY	TIME	AGENDA ITEMS ARE DUE TO CINDY	DIRECTOR & BOARD CHAIR REVIEW BOARD PACKET	BOARD PACKET PROCESSED AND POSTED
July 20, 2023	Thursday	5:30 p.m.	July 13, 2022	July 13, 2023	July 13, 2023
August 17, 2023	Thursday	5:30 p.m.	August 10, 2023	August 10, 2023	August 10, 2023
September 21, 2023	Thursday	5:30 p.m.	September 14, 2023	September 14, 2023	September 14, 2023
October 19, 2023	Thursday	5:30 p.m.	October 12, 2023	October 12, 2023	October 12, 2023
November 14, 2023	Tuesday	5:30 p.m.	November 7, 2023	November 7, 2023	November 7, 2023
December 19, 2023	Tuesday	5:30 p.m.	December 12, 2023	December 12, 2023	December 12, 2023
January 18, 2024	Thursday	5:30 p.m.	January 11, 2024	January 11, 2024	January 11, 2024
February 15, 2024	Thursday	5:30 p.m.	February 8, 2024	February 8, 2024	February 8, 2024
March 21, 2024	Thursday	5:30 p.m.	March 14, 2024	March 14, 2024	March 14, 2024
April 18, 2024	Thursday	5:30 p.m.	April 11, 2024	April 11, 2024	April 11, 2024
May 16, 2024	Thursday	5:30 p.m.	May 9, 2024	May 9, 2024	May 9, 2024
June 20, 2024	Thursday	5:30 p.m.	June 13, 2024	June 13, 2024	June 13, 2024

Individuals desiring to appear before the Board may request placement on the agenda by contacting the office of the Director of Schools at least seven (7) days before the meeting. They will be recognized at the beginning of the meeting. Sufficient background material will be provided by the speaker. The chairman shall recognize individuals not on the agenda for remarks to the Board. A majority vote of members present can overrule the decision of the chairman.

Delegations must select only one individual to speak on their behalf unless otherwise determined by the Board.

Recognition of individuals who are not citizens of the school system is to be determined by a majority vote of the Board.

Individuals speaking to the Board shall address remarks to the Chair and may direct questions to individual board members or staff members only upon approval of the Chair. Each person speaking shall state his/her name, address, and subject of presentation. Remarks will be limited to five (5) minutes unless time is extended by a majority vote of the Board. The Chair shall have the authority to terminate the remarks of any individual who violates state law or does not adhere to board rules.[1] Members of the Board and the director of schools may have the privilege of asking questions of any person who addresses the Board.

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Code of Ethics**	**1.106**	**04/20/23**
		Rescinds: **1.106**	Issued: **10/16/08**

General[1]

Board members and school district employees may not accept, directly or indirectly, any gift, money, gratuity, consideration, or favor that a reasonable person would understand was intended to influence the vote, official action, or judgment of the board member or employee in executing decisions affecting the school district. It is also prohibited for a board member's or an employee's spouse or child living in the same household to accept such items.

It shall not be considered a violation of this policy for a board member or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, food, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials.

ETHICS COMPLAINTS

The Board may create a School District Ethics Committee (Ethics Committee) consisting of three (3) members who will be appointed to one-year terms by the Board Chair with confirmation by the Board. At least two (2) members of the committee shall be members of the Board. The Ethics Committee shall convene as soon as practicable after its appointment and elect a Chair and a Secretary. The records of the Ethics Committee shall be maintained by the Secretary and shall be filed in the Director of Schools' office, where they shall be open to public inspection.

Questions and complaints regarding violations of this Code of Ethics shall be directed to the Chair of the Ethics Committee. Complaints shall be in writing, signed by the person making the complaint, and include details as to the facts surrounding the complaint.

The Ethics Committee may investigate an ethical complaint received against a board member or employee and make recommendations to cease any activity that, in the Ethics Committee's judgment, constitutes a violation of this Code of Ethics. If a member of the Ethics Committee is the subject of a complaint, the member shall recuse himself/herself from all proceedings involving such complaint.

Commented [MN1]: From TSBA:
A new change to state law, Public Chapter 37, requires local Boards of Education to notify the Tennessee Ethics Commission of the primary person responsible for administering and enforcing their ethical standards. We have added language in model policy 1.106 on this practice. The Board has discretion as to implementation and could select a different individual to be in charge of this reporting.

The Ethics Committee may:

1. Refer the matter to the board attorney;

2. In the case of a board member, refer the matter to the Board of Education for possible public censure, if warranted;

3. In the case of an employee, refer the matter to the Director of Schools/designee for possible disciplinary action, if warranted; or

4. In a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution.

POINT OF CONTACT[2]

The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Director of Schools shall provide the contact information to the Commission and ensure that any changes are submitted within thirty (30) calendar days.

~~Legal References~~

~~1. TCA 8-17-103~~

~~Cross References~~

~~Board Member Conflict of Interest 1.107~~
~~Duties of Board Members 1.202~~

Legal References

2. TCA 8-17-103
3. Public Acts of 2023, Chapter No. 37

Cross References

Board Member Conflict of Interest 1.107
Duties of Board Members 1.202

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Board Members**	**1.102**	**08/18/22**
		Rescinds: **1.102**	Issued: **04/21/22**

The legal status of board members shall be as follows:[1]

NUMBER

The Board is composed of five (5) members.

QUALIFICATIONS

Members of the Board shall be residents and voters of the city of substantially equal population and shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the office.[1,~~2~~] To qualify as a candidate, an individual must show proof of:

1. Graduation from high school or receipt ~~of a GED, HiSET[3],~~ or other high school equivalency credential approved by the State Board of Education[2], and
2. Being a qualified voter and resident in the city for one (1) year prior to the qualifying deadline for running as a candidate.[4]

Members of the city legislative body and other city governmental officials shall not be eligible for election as members of the city Board of Education.[5]

TERMS OF OFFICE

Members of the Board shall serve four (4) year terms.[1]

VACANCIES

Vacancies shall be declared to exist on account of death, resignation, removal, or through due process proceedings.[6]

When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the local legislative body.[7] Such appointment shall continue until the next regular election.

Commented [MN1]: From TSBA:

Public Chapter 114 requires acceptance of GED, HiSET, and other types of high school equivalency credentials approved by the State Board of Education. We have updated our model policy to include these other types of credentials in accordance with state law.

~~Legal References~~

~~1. TCA 49-2-201(a)(1)~~
~~2. TCA 49-2-202(a)(1)~~
~~3. TCA 49-2-202(a)(4)~~
~~4. Public Acts of 2022, Chapter No. 809~~
~~5. TCA 49-2-202(a)(2)~~
~~6. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2); Tenn. Att'y Gen. Op. No. 21-14 (September 1, 2021)~~
~~7. TCA 49-2-202(e)(1)~~

Legal References

8. TCA 49-2-201(a)(1)
9. TCA 49-2-202(a)(4); Public Acts of 2023, Chapter No. 114
10. TCA 49-2-202(a)(2)
11. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2); Tenn. Att'y Gen. Op. No. 21-14 (September 1, 2021)
12. TCA 49-2-202(e)(1)

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**School Board Meetings**	**1.400**	**12/17/20**
		Rescinds: **1.400**	Issued: **12/15/15**

The Board will transact all business at official meetings which may be either regular or special.

Every meeting of the board shall be open to the public, except for those meetings in which the law allows closed sessions.[1] Open meetings will be physically accessible to all students, employees, and interested citizens.[2]

The Board may restrict the recording of Board meetings via camera, camcorder, or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.[3]

REGULAR MEETINGS

Regular meetings of the Board shall be held on the third Thursday of each month.

In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled by the chair.

SPECIAL MEETINGS

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.[4]

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

ELECTRONIC ATTENDANCE[5]

Absent Board members may attend a regular or special meeting by electronic means ~~if the member is absent because of work, a family emergency, or the member's military service. If a board member is absent due to military service, he/she may participate electronically as often as he/she is able to do so. However, a board member may not participate electronically more than two (2) times per year for absences due to work and/or family emergencies.~~ for certain qualifying reasons.

~~*General Requirements*~~

The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:

Commented [MN1]: From TSBA:
Public Chapter 350 creates additional opportunities for board members to attend board meetings electronically. Now, board members will be able to use this method of attendance for two additional reasons: (1) if they are sick or in a period of convalescence on the advice of a healthcare professional; and (2) due to inclement weather.

1. A quorum of the Board ~~must~~ shall be physically present at the meeting in order for any member to attend electronically;

2. Any member wishing to participate electronically ~~must~~ shall do so using technology ~~which~~ that allows the Chair to visually identify the member; and

3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made unless the Board chooses to make additional attempts.

Work Related Absence

~~The following requirements apply to electronic attendance due to a work related absence:~~

A board member may attend a meeting by electronic means if ~~The Board member must be absent from~~ out of the county due to work; however, he/she may only participate electronically two (2) times per year for this reason. The board member ~~wishing to participate must~~ shall give the Chair and Director of Schools at least five (5) days' notice prior to the meeting of the member's ~~desire~~ intention to participate electronically.

Family Emergency

~~The following requirement applies to electronic attendance due to a family emergency:~~

A board member may attend a meeting by electronic means if there is a family emergency that prevents him/her from attending in person. The absence shall be ~~member must be absent~~ due to the hospitalization of the board member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law. The board member may only participate electronically two (2) times per year for this reason.

Sickness or Period of Convalescence

A board member may attend a meeting by electronic means if sick or in a period of convalescence on the advice of a healthcare professional; however, he/she may only participate electronically three (3) times per year for this reason.

Inclement Weather or Natural Disaster

A board member may attend a meeting by electronic means due to inclement weather or natural disaster if the schools in the school district are closed; however, he/she may only participate electronically three (3) times per year for this reason.

Military Service

A board member may attend a meeting by electronic means if out of the county due to military service. The board member may participate electronically as often as he/she is able to do so.

1

~~Legal References~~

~~1. TCA 8-44-102; TCA 49-6-804(b)~~
~~2. 28 CFR § 36.201(a); 36.202~~
~~3. OP Tenn. Atty. Gen. 95-126~~
~~4. TCA 49-2-202(c)(1)~~
~~5. TCA 49-2-203(c)~~

~~Cross References~~

~~School Board Legal Status and Authority 1.100~~
~~Section 504 and ADA Grievance Procedures 1.802~~

Legal References

6. TCA 8-44-102; TCA 49-6-804(b)
7. 28 CFR § 36.201(a); 28 CFR § 36.202
8. Tenn. Att'y Gen. Op. No. 95-126 (December 28, 1995)
9. TCA 49-2-202(c)(1)
10. TCA 49-2-203(c); Public Acts of 2023, Chapter No. 350

Cross References

School Board Legal Status and Authority 1.100
Board Committees 1.300
Notification of Meetings 1.402
Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Notification of Meetings**	**1.402**	**08/24/99**
		Rescinds: **1.602**	Issued:

The Board shall ensure adequate public notice[1] of all regular meetings[1] ~~in the case of regular meetings shall consist of the approval of a schedule of all regular meetings for the Board for a year and subsequent posting of this list in the Board/director of schools' office and in each of the public schools~~. by publishing a complete schedule for the entire school year. ~~The~~ This schedule shall be posted in the central office, each school, and on the school system's website and sent to the president of the local education association.[2] ~~also be sent to the president of the local education association[2] and to the local news media for periodic announcement.~~ No other notice of regular meetings shall be necessary beyond those stated and the holding of the particular regular meetings at the appointed times, if the date and time of the next regular meeting was announced at the last held board meeting.

In the ~~case~~ event of special board meetings, notice shall be posted in the same locations, as in the ~~case~~ same manner of regular meetings, at least twenty-four (24) hours prior to the meeting, ~~with notice sent to the local news media and the president of the local education association, so that they receive it at least twenty-four (24) hours prior to the meeting.~~

The only exception permitted is in case of emergency, defined for this policy as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. In such exceptions, notice shall be given to all appropriate parties as is practical.

~~All notices of special board meetings shall state the time, place and purpose of the meeting.~~

Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary hearings, shall include information on how community members can participate in the public comment portion of the board meeting. [3]

~~Legal References:~~

~~1. TCA 8-44-103~~
~~2. TCA 49-2-202(e)(1)~~

Legal References

Cross References

Commented [MN1]: From TSBA:
State law, Public Chapter 300, now requires that notice of board meetings include information on how individuals may provide public comment on agenda items. Additionally, each board meeting with actionable items on the agenda is required to have a time dedicated to public comment. The law allows Boards to establish reasonable restrictions on the length of the comment period, number of speakers, and the length of time per speaker. This is an area in which Boards have significant flexibility, and we encourage modifying our model policy to meet local needs.

Commented [MN2]: Green highlight - Not in the TSBA model policy, but may want to consider keeping.

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)
3. Public Acts of 2023, Chapter No. 300

School Board Meetings 1.400

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Appeals to and Appearances Before the Board**	**1.404**	**10/12/00**
		Rescinds: **1.404**	Issued: **06/20/96**

APPEALS TO THE BOARD

~~All~~ Any matter~~s~~ relating to the operation of the school system may be appealed to the Board. However, the ~~Board desires that~~ parties shall attempt to settle all matters ~~be settled~~ at the lowest level of responsibility, and the Board ~~will~~ shall not hear complaints or concerns which have not advanced through the proper administrative procedure ~~from the point of origin~~. If all steps of the administrative ~~channels~~ procedure have been pursued and there is still a desire to appeal to the Board, the matter shall be referred in writing to the office of the Director of Schools, and the Board shall determine whether to hear the appeal.

APPEARING BEFORE THE BOARD

Individuals desiring to appear before the Board may request placement on the agenda by contacting the office of the Director of Schools at least seven (7) days before the meeting. They will be recognized at the beginning of the meeting ~~and given time to speak when their topic of interest is addressed on the agenda.~~ Sufficient background material will be provided by the speaker. The chairman shall recognize individuals not on the agenda for remarks to the Board. A majority vote of members present can overrule the decision of the chairman.

Delegations must select only one individual to speak on their behalf unless otherwise determined by the Board.

Recognition of individuals who are not citizens of the school system is to be determined by a majority vote of the Board.

Individuals speaking to the Board shall address remarks to the ~~chairman~~ Chair and may direct questions to individual board members or staff members only upon approval of the ~~chairman~~ Chair. Each person speaking shall state his/her name, address, and subject of presentation. Remarks will be limited to five (5) minutes unless time is extended by a majority vote of the Board. The ~~chairman~~ Chair shall have the authority to terminate the remarks of any individual who ~~does not adhere to the above rules or chooses to be abusive to an individual board member or the Board as a whole.[1]~~ violates state law or does not adhere to board rules.[1] Members of the Board and the director of schools may have the privilege of asking questions of any person who addresses the Board.

Commented [MN1]: From TSBA:
State law, Public Chapter 300, now requires that notice of board meetings include information on how individuals may provide public comment on agenda items. Additionally, each board meeting with actionable items on the agenda is required to have a time dedicated to public comment. The law allows Boards to establish reasonable restrictions on the length of the comment period, number of speakers, and the length of time per speaker. This is an area in which Boards have significant flexibility, and we encourage modifying our model policy to meet local needs.

Individuals desiring additional information about any item on the agenda shall direct such inquiries to the office of the director of schools.

~~Legal Reference:~~

~~1. TCA 39-17-306~~

~~Cross References:~~

~~School Board Meetings 1.400~~
~~Agendas 1.403~~
~~Complaints About School Personnel 5.502~~

Legal References

1. TCA 39-17-306
2. Public Acts of 2023, Chapter No. 300

Cross References

School Board Meetings 1.400
Public Hearings 1.401
Agendas 1.403
Discrimination/Harassment of Employees 5.500
Complaints and Grievances 5.501
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Student Concerns 6.305

Elizabethton Board of Education

Monitoring: **Review: Annually, in November**	Descriptor Term: **Extracurricular Activities**	Descriptor Code: **4.300**	Issued Date:
		Rescinds:	Issued:

General

The following shall be adhered to:

1. The Board shall initially approve extracurricular activities at the district-level to ensure proper support and supervision.
2. Each student activity shall be under the guidance and direction of a staff member.
3. All extracurricular activities at the school level shall have the approval of the principal.
4. Student activities occurring before or after regularly scheduled school hours must be under the supervision of the principal/designee.
5. Secret organizations shall not be operated in any school.
6. A student shall not be required to attend an extracurricular activity that is scheduled at a time which conflicts with his/her religious practices.[1]
7. Extracurricular activities during vacation periods shall be restricted to regularly scheduled athletic programs and major events which cannot be scheduled otherwise.
8. Student groups shall not participate in state or national activities which are not listed as approved activities by a regional accrediting association or the state and national principals' associations without the approval of the Director of Schools.
9. A student on out-of-school suspension shall not be permitted to participate in extracurricular activities.
10. Activities which restrict participation because of race, color, religion, sex, disabilities, or national origin are strictly forbidden.[2]

STUDENT CLUBS & ORGANIZATIONS[3]

All students under the age of eighteen (18) shall present a signed and dated statement from their parent/guardian before joining any club or organization or participating in activities of a club or organization. The Director of Schools shall develop administrative procedures outlining this recordkeeping process.

Commented [MN1]: From TSBA:
Public Chapter 353 includes new options for parents/guardians regarding certain extracurricular activities and district actions. Specifically, this new law: (1) requires parents/guardians to opt-in before their minor child joins a school club or participates in the activities of a club; (2) requires parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation; and (3) gives parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school heath program. To align with these changes, we have updated the respective policies on these topics.

Commented [MN2]: Adopt new model policy to replace our current 4.300 policy

Legal References

1. TCA 49-6-1002(c)
2. 34 CFR § 106.41
3. Public Acts of 2023, Chapter No. 353

Cross References

Special Use of School Vehicles 3.402
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Attendance 6.200

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Student Surveys, Analyses, and Evaluations**	**6.4001**	
		Rescinds:	Issued:

Surveys, analyses, and evaluations for research purposes shall be allowed by the Board when the project is viewed as contributory to a greater understanding of the teaching-learning process, the project does not violate the goals of the Board, and the disruption of the regular school program is minimal. The Director of Schools shall develop administrative procedures for approving requests for conducting surveys, analyses, or evaluations by agencies, organizations, or individuals. The requests shall outline what is to be done, who is to be involved, and how the results will be used and distributed.[1]

Prior to the dissemination of a survey, analysis, or evaluation to students, parent(s)/guardian(s) shall be notified of the opportunity to review the materials.[1] Such notification shall include information indicating the purpose of the survey, analysis, or evaluation as well as who will have access to the results. The survey, analysis, or evaluation shall only be administered to students under the age of eighteen (18) whose parent(s)/guardian(s) provide written, informed, and voluntarily signed consent. A student who is eighteen (18) years of age or older may participate after he/she provides written, informed, and voluntarily signed consent. The Director of Schools shall develop procedures for granting such parental requests.[1]

No student shall be required, as part of any program, to submit to a survey, analysis, or evaluation that reveals information concerning:[1,2]

1. Mental or psychological problems of the student or the student's family;
2. Sexual behavior or attitudes;
3. Illegal, anti-social, self-incriminating, or demeaning behavior;
4. Critical appraisals of other individuals with whom respondents have close family relationships;
5. Legally privileged relationships;
6. Income; or
7. The collection of student biometric data involving the analysis of facial expressions, EEG brain wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood volume, posture, and eye-tracking[3]

without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent/guardian.

Commented [MN1]: From TSBA:
Public Chapter 353 includes new options for parents/guardians regarding certain extracurricular activities and district actions. Specifically, this new law: (1) requires parents/guardians to opt-in before their minor child joins a school club or participates in the activities of a club; (2) requires parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation; and (3) gives parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school heath program. To align with these changes, we have updated the respective policies on these topics.

The collection of the following student data is strictly prohibited:[4]

1. Political affiliation or voting history;

2. Religious practices; and

3. Firearm ownership.

COLLECTING, DISCLOSING, OR USING INFORMATION FOR MARKETING[5]

In general, the district will not collect, disclose, or use personal student information for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose.

If any collected information is to be marketed or sold, parent(s)/guardian(s) will be directly notified at least annually at the beginning of the school year of the specific or approximate dates when such information will be collected. Parent(s)/guardian(s), upon request, may inspect any instrument used to collect personal information for the purpose of marketing or selling that information before the instrument is administered or distributed to the student. All parent(s)/guardian(s) and students of appropriate age may decline to provide the information requested.

This portion of the policy does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions to the extent allowed by law such as:

1. College or other postsecondary education recruitment or military recruitment;

2. Book clubs, magazines, and programs providing access to low-cost literary products;

3. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;

4. The sale by students of products or services to raise funds for school-related or education related activities; or

5. Student recognition programs.

Legal References

1. TCA 49-2-211; Public Acts of 2023, Chapter No. 353
2. 20 USCA § 1232h
3. TCA 49-1-706
4. TCA 49-1-705
5. 20 USCA § 1232h(c)(1); 20 USCA § 1232h(c)(4)

Cross References

Testing Programs 4.700

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Physical Examinations and Immunizations**	**6.402**	
		Rescinds:	Issued:

PHYSICAL EXAMINATIONS[1]

The principal shall ensure that there is a complete physical examination of each student prior to:[2]

1. Entering school for the first time; and

2. Participating as a member of any athletic team or in any other strenuous physical activity program.

Cost of the examination shall be covered by the parent/guardian of the student. These records shall be on file in the principal's office.

Screening tests as recommended by the Tennessee Department of Education and the Department of Health will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates a condition that might interfere with the student's progress. Parent(s)/guardian(s) may excuse their student from participating in health screenings that are part of a coordinated school health program by submitting a request in writing to the school nurse, instructor, school counselor, or principal.[3]

IMMUNIZATIONS

Students will not be permitted to attend school without proof of immunization as determined by the Commissioner of Health unless circumstances outlined in state or federal law prevent a student from producing such records. It is the responsibility of the parent(s)/guardian(s) to have their children immunized and to provide such proof to the principal of the school which the student is to attend.[4]

Exceptions will be granted to any student whose parent/guardian files with school authorities a signed, written statement that such measures conflict with the one of the following:

1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an epidemic;[5] or

2. Due to medical reasons if the student has a written statement from his/her doctor excusing him/her from the immunization.[6]

The Director of Schools shall ensure that appropriate immunization records are maintained for each student.

Commented [MN1]: From TSBA:
Public Chapter 353 includes new options for parents/guardians regarding certain extracurricular activities and district actions. Specifically, this new law: (1) requires parents/guardians to opt-in before their minor child joins a school club or participates in the activities of a club; (2) requires parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation; and (3) gives parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school heath program. To align with these changes, we have updated the respective policies on these topics.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. Public Acts of 2023, Chapter No. 353; Tennessee School Health Screening Guidelines, https://www.tn.gov/content/dam/tn/education/csh/FINAL_Health_screening_Guidelines_2022.pdf ; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2)-(3)
6. TCA 49-6-5001(c)(2)

Cross References

Promoting Student Welfare 6.400

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in October	**Emergency Preparedness Plan**	**3.202**	**07/21/22**
		Rescinds: **3.202**	Issued: **07/18/17**

General

The Director of Schools shall be responsible for developing, maintaining, and acquiring board approval of the district Emergency Preparedness Plan[1] which shall include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

The principal of each school shall develop and implement emergency preparedness drills which shall be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with emergency response agencies.

FIRE AND SAFETY DRILLS

The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30) school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted throughout the year.[2]

The principal shall ensure that three (3) additional safety drills are given during the school year.[3] These drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in each school's office.[3]

The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.

~~**ARMED INTRUDER DRILLS**~~ **ANNUAL DRILLS**[4]

The principal shall ensure that ~~each~~ the school safety team conducts ~~at least one (1) armed intruder drill annually in coordination with local law enforcement.~~[4] each of the following type of drills annually:

1. An armed intruder drill in coordination with local law enforcement;
2. An incident command drill; and
3. An emergency safety bus drill.

Commented [MN1]: From TSBA:
A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

Commented [MN2]: I think our maintenance currently checks the fire extinguishers. May need to change this to what we are currently doing. Probably need to keep the fire extinguisher training.

AED DRILLS

All schools shall conduct a CPR and AED drill to ensure awareness of the steps that shall be taken in the event of a medical emergency. The principal shall ensure that the drill occurs.

The Director of Schools shall develop the necessary administrative procedures on AED and CPR training, planning, notification, and maintenance to comply with state law.

MEDICAL EMERGENCIES/PANDEMIC FLU[6]

In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate and consult with the local and state health departments and other local emergency or healthcare providers in protecting students and the community from further infection. The Director of Schools shall develop procedures for health emergencies in accordance with state law.

REMOTE LEARNING DRILLS[7]

At least once each school year, a remote learning drill shall be conducted. The drill shall accurately reflect how students will transition to remote learning in the event of a disruption to school operations. Students shall not be asked or required to transition to remote learning at any time during the drill.

~~Legal References~~

~~1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)~~
~~2. TCA 68-102-137(b)~~
~~3. TCA 68-102-137(f)~~
~~4. TCA 49-6-807~~
~~5. TCA 49-2-122; TCA 49-6-1208~~
~~6. TCA 49-6-3004(a), (e); TCA 49-5-404~~
~~7. Public Acts of 2022, Chapter No. 936~~

~~Cross References~~

~~Emergency Closings 1.8011~~
~~Safety 3.201~~
~~Community Use of School Facilities 3.206~~

Legal References

8. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
9. TCA 68-102-137(b)
10. TCA 68-102-137(f)
11. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
12. TCA 49-2-122; TCA 49-6-1208
13. TCA 49-6-3004(a), (e); TCA 49-5-404
14. TCA 49-2-139

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Threat Assessment Team**	**3.204**	**04/21/20**
		Rescinds:	Issued:

General[1]

A threat assessment team shall be created within the school district to develop intervention-based approaches to prevent violence, manage reports of potential threats, and create a system that fosters a safe, supportive, and effective school environment. The Director of Schools shall appoint the members of the threat assessment team.

The Director of Schools shall develop administrative procedures regarding the training and operations of the team to comply with state law and State Board of Education rules and regulations.

TEAM MEETINGS

All threat assessment team meetings shall be closed to the public.[2]

RECORDKEEPING[3]

The team shall document all behaviors and incidents deemed to pose a risk to school safety or that resulted in intervention and shall provide the information to the Director of Schools.

A report of the activities of the threat assessment team will be compiled and shared with the Board before each regular meeting.

Documents produced or obtained regarding these assessment activities will not be open for public inspection.

Commented [MN1]: From TSBA:
A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

~~Legal References~~

~~1. TCA 49-6-2701 et seq.~~
~~2. TCA 49-6-2701(f)~~
~~3. TCA 49-6-2702(g); TCA 49-6-2702~~

~~Cross References~~

~~School District Records 1.407~~
~~Safety 3.201~~
~~Security 3.205~~
~~Student Records 6.600~~

Legal References

4. TCA 49-6-2701 *et seq.*; Public Chapter 2023, Chapter No. 367
5. TCA 49-6-2701(f)
6. TCA 49-6-2702

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Summer Instructional Programs**	**4.204**	**04/20/23**
		Rescinds: **4.204**	Issued: **09/16/21**

General

The following programs will be made available to students:[1,2]

1. Traditional summer school;
2. Learning loss bridge camps;
3. After-school learning mini camps ~~(2021-2023)~~; and
4. Summer learning camps ~~(2021-2023)~~.

These programs shall be organized and operated in accordance with state law as well as guidelines provided by the Tennessee Department of Education. Funding for all programming shall be provided for in the annual budget and take into account any available grants. The Board may adopt tuition rates for those students attending a traditional summer school program.[3]

SUMMER PROGRAMMING[2]

The Director of Schools shall present a recommended summer programming plan to the Board each year, no later than the regularly scheduled May board meeting outlining the following:

1. Courses offered;
2. Transportation;
3. Class size ratios;
4. Budget, including staff compensation;
5. School nutrition needs;
6. Staffing;
7. Enrollment criteria; and
8. Any additional necessary information.

Commented [MN1]: From TSBA:
State Board of Education Policy 3.300 - Promotion and Retention was updated during the State Board of Education's May meeting. This policy change requires local Boards of Education to include additional information on make up days for summer programs in their policies. We have updated model policy 4.204 to align with these new requirements.

Commented [MN2]: Will TDOE continue to fund 3 and 4?

ATTENDANCE REQUIREMENTS[2]

Priority students, as defined by state law, shall not be required to attend summer programs unless required by state board policy.

The Director of Schools shall be responsible for developing administrative procedures regarding the attendance requirements of priority students in each program.

THIRD-GRADE PROMOTION/RETENTION LAW ~~ATTENDANCE POLICY~~ & MAKE UP DAYS

Students who fall into the criteria for required attendance in summer programming in order to be promoted to the fourth grade must attend with a 90% rate. If more days are missed, students may make up a total of three (3) days within the month of June. These days will be documented and options for make-up days will be provided by the summer programming committee.

Parents shall be provided information on the summer program attendance policy by Summer Camps parent information newsletter .

The Director of Schools/designee shall develop administrative procedures regarding the documentation of student attendance including make up days and the administration of the post-test for students who participate in summer programming.

Legal References

1. TRR/MS 0520-01-03-.03(9)
2. TCA 49-6-1504
3. TCA 49-6-3003

Cross References

Extended Contracts 5.112

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Library Materials**	**4.403**	**08/18/22**
		Rescinds: **4.403**	Issued: **03/26/90**

General

The School Librarians shall be responsible for library collection development. Library materials shall be reviewed to ensure the content aligns with state law.[1] The library collection shall adhere to the following criteria:

1. Materials shall be suitable for and consistent with the educational mission of the school;

2. Materials shall be appropriate for the age and maturity levels of the students who may access them. The determining factor will be based on an assessment of any mature themes or content (i.e., violence, sexual content, vulgar language, substance abuse);

3. Materials shall contain literary, historical, and/or artistic value and merit; and

4. The collection as a whole shall offer a variety of viewpoints.

School Librarian shall be responsible for periodically reviewing the district's library collection in line with these established standards. He/She shall post the list of library materials online.

COMPLAINTS[2]

Tier One

If a complaint is made by an employee, student, or parent/guardian, ~~this process is to be followed~~ the person receiving the complaint shall:

1. Inform the complainant of the selection procedures and make no commitments.

2. Request the complainant to submit a Request for Reconsideration of Library Materials form.

3. Inform the principal (and other appropriate personnel).

4. Keep challenged materials available for use during the reconsideration process.

Upon receipt of the completed form, the principal ~~shall~~ may notify the Director of Schools. The principal ~~shall~~ may request review of the challenged materials by an ad hoc materials review committee within twenty (20) working days. The review committee is appointed by the principal and

Commented [MN1]: From TSBA:
A new state law, Public Chapter 472, changes the process for school districts to respond to challenged library materials. Previously, state law required that all complaints proceed to the Board of Education. This new law includes flexibility for districts by permitting the Board to create a process with several tiers of review. Please note that Boards may revise this model language to align with local standards. We encourage reaching out to your local board attorney if there are legal concerns.

includes certified library media personnel, representatives from classroom teachers, one or more parents, and may include one or more students. The principal will inform the Director of Schools of the review committee's progress.

~~The review committee shall take the following steps after receiving the challenged materials:~~

After receiving the challenged materials, the following steps should occur:

1. Read, view, or listen to the contested material in its entirety;
2. Check general acceptance of the material by reading recognized and evaluative reviews;
3. Determine the extent to which the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school;
4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the material for its strength and value.
   ~~a. Present a recommendation to the Director of Schools and the Board.~~

~~5. The Board shall review the recommendation presented by the review committee and make the determination whether the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school.~~

~~6. If it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the Board shall require the school to remove the material from the library collection.~~

Tier Two

The complainant may appeal the principal's decision. The appeal shall be to the Director of Schools. He/she shall review the recommendation presented by the review committee along with the principal's recommendation and make the determination whether the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school.

Tier Three

The complainant may appeal the decision of the Director of Schools. The Board shall evaluate the material to determine whether the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school.

If, at any tier, it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the material shall be removed from the library collection.

~~Legal References~~

1. ~~*Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744~~

~~Cross References~~

~~Textbooks and Instructional Materials 4.400~~
~~School and System Websites 4.407~~
~~Controversial Materials 4.801~~

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); TCA 49-6-3803
2. Public Acts of 2023, Chapter No. 472

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Application and Employment**	**5.106**	
		Rescinds:	Issued:

APPLICATION

An individual desiring a position shall make application to the Director of Schools on forms developed by his/her office. To ensure the safety and welfare of students and staff, the district shall require criminal history background checks and fingerprinting of applicants for teaching positions and any other positions that require proximity to children.[1] If applying for a teaching position, the Director of Schools shall also check the applicant's license status in the State Board of Education's database to determine if there is a hold on that applicant's license, and if so, the reasoning behind the hold.[2]

Knowingly falsifying information shall be sufficient grounds for termination of employment and shall also constitute a Class A misdemeanor which shall be reported to the District Attorney General for prosecution.[3]

Any costs incurred to perform these background checks and fingerprinting shall be paid by the applicant. The Board shall reimburse the applicant if a position is offered and accepted.[4]

Professional Employees

The application shall include a transcript of credits earned at the colleges or universities attended along with references from persons such as previous employers, college professors, and supervisors of student teachers. Other information shall include whether such applicant has been dismissed for cause from a school district.[5] If previously employed by a local board of education, the applicant shall provide evidence of acceptable resignation.

No person shall be employed:

1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board of Education;[6]
2. Who has been identified by the Department of Children's Services, or on a similar registry in another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat to the health, safety, or welfare of children;[7]
3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health, or on a similar registry in another jurisdiction;[7]
4. Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;[8]
5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;[9]

Commented [MN1]: From TSBA:
School districts are prohibited from hiring individuals on Tennessee's Department of Children's Services list of perpetrators of child abuse and those on the registry of abuse of vulnerable persons maintained by the Department of Health. A change to state law, Public Chapter 222, clarifies that districts may not hire individuals who appear on similar lists maintained by other states. We have updated our model policy to align with this change.

6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
7. Who does not receive a satisfactory background check.[10]

Support Employees

No person shall be employed:

1. Who has any contagious or communicable disease in such form that might endanger the health of school children;[8]
2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat to the health, safety, or welfare of children;[7]
3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health;[7]
4. Who has not complied with the Immigration Reform and Control Act of 1986;[11]
5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
6. Who does not receive a satisfactory background check.[10]

EMPLOYMENT

After checking references and receiving written recommendations, the Director of Schools shall hire and assign qualified applicants.

Initial Employment for Professional Employees

The Director of Schools shall notify such person, in writing, of the offer and conditions of employment. Upon receipt of employment notification, such person shall respond within the timeline established by state law.[12] From the date of the written acceptance, such person is considered to be under employment with the district and is subject to all rights, privileges, and duties.

Legal References

1. TCA 49-5-406; TCA 49-5-413
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; TCA 49-5-106
7. TCA 49-5-413(e); Public Acts of 2023, Chapter No. 222
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110
Background Investigations 5.118
Recommendations and File Transfers 5.203
Interim Employees 5.700
Qualifications and Duties of the Director of Schools 5.802

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Employment of Retirees**	**5.119**	Click here to enter a date.
		Rescinds:	Issued:

General

The Director of Schools may hire a retired individual if certain conditions are met as provided for in state law.

EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS

Retired members under the Tennessee Consolidated Retirement System (TCRS) may be employed for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may substitute teach for additional days.[1]

GENERAL EMPLOYMENT CONTRACTS

The Director of Schools may employ retired teachers. Retirement benefits will not be lost or suspended under certain conditions which include, but are not limited to, the following:[2]

1. The retired teacher shall hold a valid license and shall not be entitled to tenure status;

2. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and

3. The salary paid to the retired teacher shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions or more than eighty-five percent (85%) of the rate of compensation set by the Board for teachers with comparable training and years of experience filling similar positions.

ADDITIONAL EMPLOYMENT OPTION FOR RETIREES[3]

Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the following conditions:

1. The retired member has been retired for at least sixty (60) calendar days;

2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the retirement allowance;

Commented [MN1]: From TSBA:
Due to ongoing teacher shortages, the General Assembly passed Public Chapter 425 which allows more flexibility in hiring retirees. This change allows retirees to work as substitutes beyond the typical 120 day contract and permits retirees to serve as regular classroom teachers on an ongoing basis.

3. The retired member is not drawing disability retirement benefits; and

4. The retired member can't accrue additional retirement benefits.

The Director of Schools shall notify TCRS of the member's reemployment. Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law. The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five percent (5%) of the retired member's pay rate.

Legal References

1. TCA 8-36-805; Public Acts of 2023, Chapter No. 425
2. TCA 8-36-821; Public Acts of 2023, Chapter No. 425
3. TCA 8-36-822; Public Acts of 2023, Chapter No. 425

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in February	**Sick Leave**	**5.302**	**11/16/21**
		Rescinds: **5.302**	Issued: **04/15/21**

PROFESSIONAL PERSONNEL

~~The time allowed for sick leave for~~ Professional personnel shall earn ~~be~~ one (1) day of sick leave for each month employed during the school year, and these days shall accumulate for an unlimited number of days.[1]

Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.[2]

A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for dismissal.

~~Medical certification may be required in support of any claim for sick leave and may be required in support of any claim for sick leave pay for absences of five (5) or more consecutive days. Such medical certification may be provided by a physician, physician's assistant, or nurse practitioner.~~

Documentation from a physician may be required in support of any claim for sick leave pay.

The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit of his sick leave accumulation. ~~The substitute teacher, beyond this point, must have a certificate or permit and must be paid according to the state salary scale.~~

Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office.

A teacher, upon employment, may transfer his accumulated sick leave from another Tennessee school ~~system~~ district provided that the Director of Schools of the ~~system~~ district in which the accumulated leave was held provides notarized verification.[3]

SUPPORT PERSONNEL

~~Persons employed in support positions shall accrue sick leave at the rate of one (1) day per month.~~ Support personnel shall earn one (1) day of sick leave for each month an employee is employed. No sick leave is allowed for bus drivers.

At the termination of the employment of any employee, all unused sick leave accumulated by the employee shall be forfeited.

Commented [MN1]: From TSBA:
For districts that operate sick leave banks, state law contains restrictions on how those days can be used by employees. Public Chapter 151 adds additional options for employees by creating an option to use this time to care for minor children in addition to being used for the employee's own illness.

The immediate supervisor may require ~~medical certification stating the reason for the absence for any absence within the sick leave regulation.~~ documentation from a physician stating the reason for absence. Frequent and misuse of sick leave by an individual are sufficient grounds for requiring medical certification. Such medical certification may be provided by a physician, physician's assistant or nurse practitioner.

Commented [MN2]: Blue highlight - not in the model policy.

~~**FAMILY MEDICAL LEAVE ACT**~~

~~Employees are required to substitute sick leave for FMLA leave so that the leaves run concurrently.~~

Commented [MN3]: Not in the model policy

SICK LEAVE BANK

The purpose of the sick leave bank is to provide sick leave to all employees[4] who have suffered an unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition the Board for permission to establish a sick leave bank.[5] Upon approval, sick leave bank trustees shall be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and regulations consistent with state law.[6] Employees wishing to participate shall initially give a maximum of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.[7]

At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the employee.[7]

An employee who is a member of the sick leave bank may request an allotment of days (for the employee's personal illness or on account of an illness of his/her minor child) in the manner designated by the trustees. The need for these days shall be verified by a statement from a physician.[8]

By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any year.[9] Membership withdrawal results in forfeiture of all days contributed.

The sick leave bank shall be operated in accordance with state law.[10]

~~Legal References~~

~~1. TCA 49-5-710(a)(1)~~
~~2. TRR/MS 0520-01-02-.04(2)~~
~~3. TCA 49-5-710(a)(5)~~

~~Cross References~~

~~Workers' Compensation 3.602~~
~~Orientation and Probation 5.107~~
~~Short Term Leaves of Absence 5.300~~
~~Family and Medical Leave 5.305~~
~~Physical Assault Leave 5.307~~

Legal References

4. TCA 49-5-710(a)(1)
5. TRR/MS 0520-01-02-.04(2)
6. TCA 49-5-710(a)(5)
7. TCA 49-5-811
8. TCA 49-5-803
9. TCA 49-5-804; TCA 49-5-805
10. TCA 49-5-807
11. Public Acts of 2023, Chapter No. 151
12. TCA 49-5-808(j)
13. TCA 49-5-801 *et seq.*

Cross References

Workers' Compensation 3.602
Orientation and Probation 5.107
Short Term Leaves of Absence 5.300
Family and Medical Leave 5.305
Physical Assault Leave 5.307

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Family and Medical Leave**	**5.305**	Click here to enter a date.
		Rescinds:	Issued:

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the school district and anyone who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility[1]) during the previous twelve (12) month period shall be eligible to use FMLA leave.[2]

GENERAL PRINCIPLES

An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed calendar year for the following reasons:

1. The birth of a child;

2. The placement of a child with the employee for adoption or foster care;

3. A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her job position;

4. The care of a spouse, child, or parent of the employee who has a serious health condition; and

5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the employee is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

MATERNITY/PATERNITY LEAVE

1. *Relationship between FMLA leave and Tennessee Maternity Leave Act* – FMLA leave shall run concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth, and nursing of a newborn child.[3]

2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity or paternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher

Commented [MN1]: From TSBA:
Public Chapter 399 gives employees who are required by law to hold a valid license of qualification for employment and who have been employed with the school district for at least twelve consecutive months six weeks of paid leave that can be used after the birth, stillbirth, or adoption of a newly placed minor child. This leave must be used within twelve months of the qualifying event and does not have to be used consecutively. Additionally, this leave counts towards federally granted leave under the Family Medical Leave Act. We have added a provision on this new option to our model policy.

accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption agency or other entity handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both adoptive parents are teachers employed by the district, however, only one (1) parent is entitled to use such leave.[4]

3. Spouses who are both eligible employees of the school district are limited to a combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. Under certain circumstances, spouses who share leave for the birth or adoption of a child may be eligible for limited amounts of additional leave for other qualifying FMLA reasons.[5]

4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. An eligible employee taking leave under this provision shall not be required to utilize any other type of accrued leave during this period. Eligible employees include teachers, principals, supervisors, or other individuals required by law to hold a valid license of qualification for employment who have been employed with a school district full time for at least twelve (12) consecutive months.

   Employees shall provide notice to the school district thirty (30) days prior to the intended use of the leave. If the employee learns about the need for leave less than thirty (30) days in advance, the employee shall give notice as soon as reasonably possible in order to be eligible for the paid leave. This paid leave does not need to be taken consecutively; however, the paid leave shall be used within twelve (12) months of the qualifying event. The leave shall run concurrently with FMLA leave.[6]

LEAVE FOR A SERIOUS HEALTH CONDITION[7]

Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she is unable to work because of a serious health condition or to care for an immediate family member with a serious health condition. Employees shall contact Human Resources to determine if the reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as practicable, generally, either the same or next business day.

LEAVE FOR MILITARY FAMILY MEMBERS

1. *Qualifying Exigency Leave*[8] - Eligible employees are entitled to up to twelve (12) workweeks of leave because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been notified of an impending call to active duty, or has been notified of an impended call to active duty status in the Armed Forces. Qualifying exigencies may include:

   a. Issues arising from the service member's short notice deployment;
   b. Military events and related activities (e.g., official ceremonies, support programs);
   c. Making or updating financial and legal arrangements;

d. Attending counseling;
e. Taking up to fifteen (15) days leave to spend time with a covered service member who is on short-term rest and recuperation leave during deployment; or
f. Attending post-deployment activities.

2. *Military Caregiver Leave*[9] - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness is entitled to up to twenty-six (26) workweeks of leave in a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

   A covered veteran is an individual who was a member of the Armed Forces at any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.

   The single twelve (12) month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the employee's own serious health condition.

INTERMITTENT LEAVE[10]

Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, because of the employee's own serious health condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When an employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the school district may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an available alternative position offered by the school district for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

1. Notice Requirements

   a. *Employee Notice*[11]- For foreseeable leave, the employee shall provide the Director of Schools with at least thirty (30) days written notice before the beginning of the anticipated leave.

b. *District Notice* - Once it has been established that the leave requested qualifies for FMLA, the Director of Schools/designee shall notify the employee within three (3) business days (absent extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave, or workers' compensation) shall run concurrently with FMLA leave.[12] The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.[13]

2. Certification Requirement[14]

   a. The Director of Schools may require that a request for leave be supported by certification issued by a health care provider with the following information:

      i. The date on which the serious health condition commenced;
      ii. The probable duration of the condition;
      iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
      iv. A statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed.

   b. If there is any reason to doubt the validity of the certification provided, the Director of Schools may require, at the expense of the school district, an opinion of a second health care provider.

3. Period Near the End of an Academic Term (Professional Employees)[15]

   a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of Schools may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.

   b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.

REQUIREMENTS OF THE BOARD[16]

1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay, or other terms of employment.

2. The employee shall be kept under any group health plan for the duration of the leave.

3. The Board may recover the premium paid under the following conditions:

   a. The employee fails to return from leave after the period of leave has expired; and

b. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co*., 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2023, Chapter No. 399
7. 29 CFR § 825.113
8. 29 CFR § 825.126
9. 29 CFR § 825.124; 29 CFR § 825.127
10. 29 CFR § 825.202
11. 29 CFR § 825.302-825.304
12. 29 CFR § 825.207
13. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v, Morton International, Inc*., 212 F. 3d 929, 932 (6th Cir. 2000)
14. 29 CFR § 825.305-825.313
15. 29 CFR § 825.602
16. 29 USCA § 2614

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Physical Assault Leave**	**5.307**	
		Rescinds:	Issued:

A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of the teacher's employment duties shall receive his/her full salary and full benefits until the teacher is released by his/her physician to return to work or his/her physician determines the teacher is permanently unable to return to work. If the teacher receives workers' compensation or other similar benefits, the Board shall pay the difference between that amount and the teacher's full salary.[1]

A signed statement listing the cause of the absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the physician on forms furnished by the Director of Schools may also be required to verify the extent of the injury.[2]

Commented [MN1]: From TSBA:
A new state law, Public Chapter 343, clarifies that teachers will receive their full salary while on leave due to a physical assault. Our model policy 5.307 has been updated to reflect this change.

Legal References

1. TCA 49-5-714(a); Public Acts of 2023, Chapter No. 343
2. TRR/MS 0520-01-02-.04(4)(b)

Cross References

Worker's Compensation 3.602
Sick Leave 5.302
Long Term Leaves of Absence 5.304

Elizabethton Board of Education

Monitoring: **Review: Annually, in February**	Descriptor Term: **Staff Rights & Responsibilities**	Descriptor Code: **5.600**	Issued Date:
		Rescinds:	Issued:

In fulfilling any rights and responsibilities, employees shall give proper consideration to the educational welfare of students and ensure that no conflict exists with their duties.

Each staff member has the right to a work environment free from sexual, racial, ethnic, and religious discrimination/harassment.[1]

Educators have the right to:[2]

1. Be treated with civility and respect as well as having his/her professional judgement and discretion respected;
2. Have their professional judgment and discretion respected;
3. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or appropriate agencies;
4. Provide students with a safe environment;
5. Defend themselves and their students from physical violence or harm;[3]
6. Share information regarding a student's educational experience, health, or safety with the student's parent(s)/guardian(s) unless otherwise prohibited;[4]
7. Review all instructional material or curriculum before being utilized by students;
8. Not be required to use his/her personal money to appropriately equip a classroom;
9. Report students who commit offenses of assault and battery or vandalism on school property endangering the life, health, or safety of others pursuant to state law;[5] and
10. Receive benefits in accordance with state law if the educator is a teacher who is on leave due to a physical assault or other violent criminal act committed during the course of employment.[6]

Each staff member has the responsibility to:

1. Make themselves familiar with and abide by the laws of the state, the policies of the Board, and the procedures designed to implement them;

Commented [MN1]: From TSBA:
Teachers are now required to report students who commit certain offenses on school property that endanger the life, health, or safety of others per Public Chapter 153. As a result, we have updated this statutory list of responsibilities in our model policy.

2. To adhere to the Teacher Code of Ethics, to the extent applicable;[7]

3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of students and the students' right to know;

4. Be courteous and helpful in interacting and responding to parent(s)/guardian(s), visitors, and members of the public;

5. Keep all records and prepare and submit promptly all reports that may be required by state law, State Board of Education rules and regulations, board policy, and administrative procedures; and

6. Wear appropriate dress for work according to local school rules.

Legal References

1. 42 USCA § 2000e-2(a), (b); TCA 49-6-8004
2. TCA 49-5-209; Public Acts of 2023, Chapter No. 153
3. TCA 49-6-2802
4. 20 USCA § 1232g
5. TCA 49-6-4301
6. TCA 49-5-714
7. TCA 49-5-1001 *et seq.*

Cross References

Curriculum Development 4.200
Controversial Issues 4.800
Religious Content of Courses 4.804
Staff-Student Relations 5.610
Ethics 5.611

Elizabethton Board of Education

Monitoring: **Review: Annually, in March**	Descriptor Term: **Home Schools**	Descriptor Code: **6.202**	Issued Date:
		Rescinds:	Issued:

General

A home school is a school conducted or directed by parent(s)/guardian(s) 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 schools[1] are exempt from the following provisions but shall 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 by the Director of Schools;
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 required by state law;[3]
6. Possess a high school diploma or a high school equivalency credential approved by the State Board of Education;[4]
7. Cooperate in the administration to home school students of appropriate tests by the Commissioner of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
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 state 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 seventeen (17), either in the home school or in a public, private, or church-related school).

Commented [MN1]: From TSBA:
Public Chapter 114 requires the acceptance of GED, HiSET, and other types of high school equivalency credentials approved by the State Board of Education. We have updated our model policy to include these other types of credentials in accordance with state law. Additionally, Public Chapter 296 removes the requirement that parents of home school students provide proof of immunizations. Based on this change, we have updated our model policy in line with the new requirements.

FACILITIES USE

School facilities shall be available for home school instruction only when all of the following conditions exist:

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 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 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 district shall be incurred; and
6. Approval by the Board shall be on a case-by-case basis.

RECORD ACCEESS

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 PERFORMANCE[5]

The Director of Schools shall develop administrative procedures regarding necessary consultations with home school parents in regard to student performance.

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)(6)

Cross References

Compulsory Attendance Ages 6.201

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in March	**Code of Conduct**	**6.300**	**03/16/23**
		Rescinds: **6.300**	Issued: **09/16/21**

The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct which are appropriate for each level of school.[1] Codes of conduct for students in prekindergarten or kindergarten shall utilize alternative disciplinary practices such as RTI^{2}B. Exclusionary discipline shall only be used as a measure of last resort.[2] The development of each code shall involve principals and staff members of each level and shall be based on evidence-based behaviors supports and interventions.[3]

The following levels of misbehavior and disciplinary procedures and options are standards designed to protect all members of the educational community in the exercise of their rights and duties and to maintain a safe learning environment where orderly learning is possible and encouraged.[4] These misbehaviors apply to student conduct on school buses, on school property, and while students are on school sponsored outings. Staff members have the authority to enforce the code of conduct[3] and shall ensure that disciplinary measures are implemented in a manner that:[5]

1. Balances accountability with an understanding of traumatic behavior;

2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not allowed at school;

3. Minimizes disruptions to education with an emphasis on positive behavioral supports and behavioral intervention plans;

4. Creates consistent rules and consequences; and

5. Models respectful, non-violent relationships.

In order to ensure that these goals are accomplished, the school district shall utilize the following trauma-informed discipline practices: RTI^{2}B. Principals shall use appropriate discipline management techniques when enforcing the code of conduct.

MISBEHAVIORS: Level I

This level includes minor misbehavior on the part of the student which impedes orderly classroom guidelines or interferes with the orderly operation of the school but which can usually be handled by an individual staff member.

Examples (not an exclusive listing):

- Classroom disturbances

Commented [MN1]: From TSBA:
A new zero tolerance offense has been added to state law. Public Chapter 299 adds threats of mass violence to the list of offenses punishable by a one year expulsion. We have revised our model policies 6.300 and 6.309 to reflect this information.

- Classroom tardiness
- Cheating and lying
- Abusive language
- Failure to do assignments or carry out directions
- Wearing, while on the grounds of a public school during the regular school day, clothing that exposes underwear or body parts in an indecent manner that disrupts the learning environment [6]
- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)

Disciplinary Procedures:

- The staff member intervenes immediately.
- The staff member determines what offense was committed and its severity.
- The staff member determines who committed the offense and if ~~he/she~~ the student understands the nature of the offense.
- The staff member employs appropriate disciplinary options.
- The record of the offense and disciplinary action shall be maintained by the staff member.

Disciplinary Options:

- Verbal reprimand
- Special assignment
- Restricting activities
- Counseling
- Withdrawal of privileges
- Issuance of demerits
- Strict supervised study
- Detention
- ~~Corporal punishment~~
- In-school suspension
- RTI^{2}B

MISBEHAVIORS: Level II

This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of the school. These misbehaviors do not represent a direct threat to the health and safety of others but have educational consequences serious enough to require corrective action on the part of administrative personnel.

Examples (not an exclusive listing):

- Continuation of unmodified Level I misbehaviors
- Using forged notes or excuses
- Disruptive classroom behavior

Disciplinary Procedures:

- The student is referred to principal for appropriate disciplinary action.
- The principal meets with student and staff member.
- The principal hears accusation made by staff member and allows the student the opportunity to explain his/her conduct.
- The principal takes appropriate disciplinary action and notifies the staff member of action.
- The record of offense and disciplinary action shall be maintained by principal.

Disciplinary Options:

- Teacher/schedule change
- Peer counseling
- Referral to outside agency
- In-school suspension
- Transfer
- Detention
- Suspension from school-sponsored activities or from riding school bus
- Out-of-school suspension
- RTI^{2}B

MISBEHAVIORS: Level III

This level includes acts directly against persons or property but whose consequences do not seriously endanger the health or safety of others in the school.

Examples (not an exclusive listing):

- Continuation of unmodified Level I and II misbehaviors
- Fighting
- Vandalism (minor)
- Use, possession, sale, distribution, and/or being under the influence of alcohol, tobacco, tobacco products, smoking hemp, vapor products, smokeless nicotine products, or any legally purchased cannabidiol (CBD) not containing THC
- Use, possession, sale, or distribution of smoking paraphernalia, including, but not limited to, a cigarette holder, cigarette papers, smoking pipe, water pipe, vapor product
- Use, possession, sale, or distribution of drug paraphernalia
- Use, sale, distribution, and/or being under the influence of drugs
- Stealing
- Threats to others
- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)

Disciplinary Procedures:

- The student is referred to principal for appropriate disciplinary action.
- The principal meets with student and staff member.
- The principal hears accusation and allows the student the opportunity to explain his/her conduct.
- The principal takes appropriate disciplinary action and notifies the staff member of the action.
- The principal may refer incident to the Director of Schools and make recommendations for consequences.
- The record of offense and disciplinary action shall be maintained by principal.

Disciplinary Options:

- In-school suspension
- Detention
- Restitution from loss, damage, or stolen property
- Remand to alternative school or program
- Out-of-school suspension
- Social adjustment classes
- Transfer
- RTI^{2}B

MISBEHAVIORS: Level IV

This level of misbehavior includes acts which result in violence to another's person or property or which pose a threat to the safety of others in the school. These acts are so serious that they usually require administrative actions which result in the immediate removal of the student from the school, the intervention of law enforcement authorities, and/or action by the Board.

If a student's action poses a threat to the safety of others in the school, a teacher, principal, school employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or death to another person.[7]

Examples (not an exclusive listing)[8]

- Continuation of unmodified Level I, II, and III misbehaviors
- Death threat
- Threat of mass violence on school property or at a school-related activity*
- Extortion
- Bomb threat*
- Possession, use, and/or transfer of dangerous weapons
- Assault that results in bodily injury upon any teacher, principal, administrator, any other employee of the school, or a school resource officer*
- Aggravated assault*

- Vandalism
- Theft, possession, and/or sale of stolen property
- Arson
- Possession of unauthorized substances (e.g., any controlled substance, controlled substance analogue, or legend drug)*
- Use or transfer of unauthorized substances
- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)
- Zero tolerance offenses (See Board Policy 6.309)
- Electronic threat to cause bodily injury or death to another student or school employee

Disciplinary Procedures:

- The principal confers with appropriate staff members and with the student.
- The principal hears accusations and allows the student the opportunity to explain his/her conduct.
- The parent(s)/guardian(s) are notified.
- Law enforcement officials are contacted.
- The incident is reported, and recommendations are made to the Director of Schools.
- The principal notifies the staff members of the resolution.
- If the student's placement is to be changed, adequate notice of the charges shall be given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

Disciplinary Options

- Remand to alternative school or program
- Out-of-school suspension or expulsion
- Other hearing authority or Board action which results in appropriate placement
- RTI^{2}B

~~Legal References~~

~~1. TCA 49-6-4005~~
~~2. TCA 49-6-3024~~
~~3. TCA 49-6-2801~~
~~4. TCA 49-6-4002~~
~~5. TCA 49-6-4109~~

~~Cross References~~

~~Traffic and Parking Controls 3.403~~
~~Procedural Due Process 6.302~~
~~Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304~~
~~Title IX & Sexual Harassment 6.3041~~

~~6. TCA 49-6-4009~~
~~7. TCA 57-4-203(b)(2); TCA 39-15-407 to -414; 39-17-1503 to -1505~~

~~Interference/Disruption of School Activities 6.306~~
~~Bus Safety and Conduct 6.308~~
~~Zero Tolerance Offenses 6.309~~
~~Dress Code 6.310~~
~~Corporal Punishment 6.314~~
~~Detention 6.315~~
~~Suspension 6.316~~
~~Safe Relocation of Students 6.4081~~

Legal References

8. TCA 49-6-4005
9. TCA 49-6-3024
10. TCA 49-6-2801
11. TCA 49-6-4002
12. TCA 49-6-4109
13. TCA 49-6-4009
14. TCA 49-6-2802
15. TCA 39-16-517; TCA 49-6-3401(g); Public Acts of 2023, Chapter No. 299

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Interference/Disruption of School Activities 6.306
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Corporal Punishment 6.314
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Zero Tolerance Offenses**	**6.309**	**03/16/23**
		Rescinds: **6.309**	Issued: **10/12/20**

In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:[1]

1. Bringing to school or being in unauthorized possession of a firearm on school property;[2]

2. Unlawful possession of any drug, including any controlled substance, controlled substance analogue, or legend drug, and specifically including tetrahydrocannabinols (THC) at any level of concentration, on school grounds or at a school-sponsored event;[3]

3. Aggravated assault;[4] or

4. Assault that results in bodily injury[5] upon any teacher, principal, administrator, any other employee of the school, or school resource officer.

5. Threats of mass violence on school property or at a school-related activity.[6]

Committing any of these offenses shall result in a student being expelled from the regular school program for at least one (1) calendar year unless modified by the Director of Schools. Modification of the length of time shall be granted on a case-by-case basis. Students that commit zero-tolerance offenses may be assigned to an alternative school or program at the discretion of the Director of Schools.[6][7]

When it is determined that a student has violated this policy, the principal shall notify the student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.[7][8]

~~Legal References~~

~~1. TCA 49-6-3401(g)~~
~~2. 18 USCA § 921(a)(3); 20 USCA § 7961~~
~~3. TCA 39-17-454; TCA 53-10-101~~
~~4. TCA 39-13-102~~
~~5. TCA 39-13-101(a)(1)~~
~~6. TCA 49-6-3401(g)(2); TCA 49-6-3402~~
~~7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)~~

~~Cross References~~

~~Code of Conduct 6.300~~
~~Drug-Free Schools 6.307~~
~~Suspension 6.316~~
~~Student Disciplinary Hearing Authority 6.317~~
~~Alternative Education 6.319~~

Legal References

1. TCA 49-6-3401(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961
3. TCA 39-17-454; TCA 53-10-101

Cross References

Code of Conduct 6.300
Drug-Free Schools 6.307
Suspension 6.316

Commented [MN1]: From TSBA:
A new zero tolerance offense has been added to state law. Public Chapter 299 adds threats of mass violence to the list of offenses punishable by a one year expulsion. We have revised our model policies 6.300 and 6.309 to reflect this information.

4.	TCA 39-13-102	Student Disciplinary Hearing Authority 6.317
5.	TCA 39-13-101(a)(1)	Alternative Education 6.319
6.	TCA 39-16-517; Public Acts of 2023, Chapter No. 299	Safe Relocation of Students 6.4081
7.	TCA 49-6-3401(g)(2); TCA 49-6-3402	
8.	TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)	

Click here to choose a school board.			
Monitoring: **Review: Annually, in March**	Descriptor Term: **Alternative Education**	Descriptor Code: **6.319**	Issued Date:
		Rescinds:	Issued:

General[1]

The Board shall operate an alternative school and/or program for students in grades seven through twelve (7-12) who have been suspended or expelled from the regular school program.

An alternative school is a short-term intervention program designed to provide educational services outside the regular school program for students who have been suspended or expelled. The alternative school is located in a separate facility from the regular school program.

An alternative program is a short-term intervention program designed to provide educational services outside the regular school program for students who have been suspended or expelled. Alternative programs may be located within the regular school or be a self-contained program within a school. Alternative programs shall include, but are not limited to, the following: in-school suspension.

The alternative school and/or program shall be operated in accordance with state laws and the rules of the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with the instructional program at the student's regular school. The Director of Schools shall develop procedures that provide appropriate educational opportunities for all students assigned to the alternative school or program. These educational opportunities shall adhere to Tennessee's academic standards.[2]

ASSIGNMENT

Students who have been suspended for more than ten (10) days or expelled shall be assigned to the alternative school or program if there is staff and space available.[3] Availability of staff and space shall be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall make this determination by evaluating factors including, but not limited to, the following:

1. Level of supervision available;

2. Safety considerations; and

3. Type of infraction.

The Director of Schools/designee is not required to assign a student to the alternative school or program if the student committed one of the following:

1. A zero tolerance offense;[4] or

2. An offense of violence or threatened violence, or an offense that threatened the safety of other students at the school if the location of the alternative school or program is on the same grounds as the school from which the student was disciplined or assigning the student to that location would endanger the safety of the students or staff.[5]

Consideration to assign these students to the alternative school or program will be determined by the Director of Schools/designee on a case-by-case basis.

Prior to the assignment of the student to the alternative school or program, the Director of Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the student's placement.[6]

Placement in an alternative education setting shall be reserved for students who significantly disrupt the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is suspected of having a disability, all state and federal laws and rules and regulations related to special education shall be followed. The Director of Schools/designee shall develop procedures regarding placement of students in the program, taking into consideration the impact of exclusionary discipline practices.[7]

The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each student enrolled in the alternative school.

REMOVAL[8]

A student may be removed from the alternative school or program if:

1. He/she violates the rules of the alternative school or program; or

2. He/she is not benefitting from the assignment and all interventions have been exhausted unsuccessfully.

ADDITIONAL OFFENSES[9]

Any new disciplinary offense committed during a student's original suspension or expulsion period shall be treated as a new and separate offense. These offenses shall not constitute an extension of the original suspension or expulsion.

TRANSITION PLAN[10]

The Director of Schools/designee shall develop procedures regarding the implementation of transition plans for the integration of students assigned to the alternative school.

Legal References

1. TCA 49-6-3402; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. TCA 49-6-3402(c)(1)(C); Public Acts of 2023, Chapter No. 279
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402(c)(2)(B)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

Cross References

Special Education 4.202
Virtual Education Program 4.212
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Attendance**	**6.200**	**03/16/23**
		Rescinds: **6.200**	Issued: **07/21/22**

Commented [MN1]: From TSBA:
Boards can award credit to students who take released time courses pursuant to the conditions outlined in their board policy. Previously, Boards could award one-half credit. Public Chapter 130 now allows Boards to offer one full credit for these courses. Please note that this is optional for Boards, and we have included an updated provision on this topic in our alternate version of 6.200. The highlighted language indicates additional options found in state law.

Attendance is a key factor in student achievement and therefore, students are expected to be present each day school is in session.

The Director of Schools/designee shall ensure that this policy is posted in each school building and disseminated to all students, parents(s)/guardian(s), teachers, and administrative staff.

The Attendance Supervisor shall oversee the entire attendance program which shall include:[1]

1. All accounting and reporting procedures and their dissemination;

2. Alternative program options for students who severely fail to meet minimum attendance requirements;

3. Ensuring that all school-age children attend school;

4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and

5. Notifying the Department of Safety whenever a student with a driver's permit or license withdraws. [2]

Student attendance records shall be given the same level of confidentiality as other student records. Only authorized school officials with legitimate educational purposes may have access to student information without the consent of the student or parent(s)/guardian(s).[3]

Absences shall be classified as either excused or unexcused as determined by the principal/designee. Excused absences shall include:[4]

1. Personal illness/injury;

2. Illness of immediate family member;

3. Death in the family;

4. Extreme weather conditions;

5. Religious observances;[5]

6. Pregnancy;

7. School-endorsed activities;

8. Summons, subpoena, or court order; or

9. Circumstances which in the judgment of the principal create emergencies over which the student has no control.

The principal shall be responsible for ensuring that:[6]

1. Attendance is checked and reported daily for each class;

2. Daily absentee sheets contain sign-in/sign-out sheets and indicate students present or absent for the majority of the day;

3. All student absences are verified;

4. Written excuses are submitted for absences and tardiness within three (3) days of returning to school;

5. System-wide procedures for accounting and reporting are followed.

TRUANCY

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the school district provides transportation, unexcused absences from these programs shall be reported in the same manner.[7]

A student who is absent five (5) days without adequate excuse shall be reported to the Director of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent/guardian does not provide documentation within three (3) days of returning to school excusing those absences, or request an attendance hearing, then the Director of Schools shall implement the progressive truancy intervention plan described below prior to referral to juvenile court.

Progressive Truancy Intervention Plan[8]

Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are not limited to, RTI^2-B supports.

Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5) unexcused absences, but before referral to juvenile court, and includes the following:

1. A conference with the student and the student's parent(s)/guardian(s);

2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and the Attendance Supervisor/designee. The contract shall include:

    a. A specific description of the school's attendance expectations for the student;
    b. The period for which the contract is effective; and
    c. Penalties for additional absences and alleged school offenses, including additional disciplinary action and potential referral to juvenile court.

3. Regularly scheduled follow-up meetings to discuss the student's progress; and

4. A school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.

Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall consist of the following interventions: Scheduled to report back in front of Elizabethton City Schools Truancy Board, At Risk Cohort Meeting with school counselor or school administrator, Individual Assessment by school counselor or school administrator and/or possible Department of Children Services referral. The interventions shall address students' needs in an age-appropriate manner. Finalized plans shall be approved by the Director of Schools/designee.

NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY[9]

A principal/designee may excuse a student to participate in non-school sponsored extracurricular activities. The principal shall document the approval in writing and shall excuse no more than ten (10) absences each school year. No later than seven (7) business days prior to the student's absence, the student shall provide documentation to the school as proof of the student's participation along with a written request for the excused absence from the student's parent/guardian. The request shall include the following:

1. Student's name and personal identification number;

2. Student's grade;

3. The dates of the student's absence;

4. The reason for the student's absence; and

5. The signatures of the student and parent/guardian.

RELEASED TIME COURSE[10]

A principal/designee may excuse a student to attend a course in religious moral instruction for up to one (1) class period per school day. Students shall not be excused during any class which requires an examination for state or federal accountability purposes.

The student shall submit a written consent form signed by the student's parent/guardian prior to participation in the released time course. The principal/designee shall document the approval in writing. The student shall provide documentation to the principal/designee as proof of the student's participation in the released time course.

The district shall not be responsible for transporting students to and from the place of instruction.

~~Upon submission of the student's transcript from the entity that provided the released time course, the student may be awarded one-half (1/2) unit of elective credit. The Director of Schools shall develop procedures with secular criteria for determining whether credit shall be awarded.~~

MAKE-UP WORK

Students shall be allowed to complete make-up work for excused absences. Parents and students should refer to their child's school handbook for procedures on requesting and completing make-up work.

STATE-MANDATED TESTS/END-OF-COURSE EXAMS

Students who are absent the day of the scheduled end-of-course (EOC) exams shall have the opportunity to make-up exam within the testing window period.

EOC scores will be calculated into students' final grades based on the Testing Program Policy 4.700 requirements.

CREDIT/PROMOTION DENIAL

Credit/promotion denial determinations may include student attendance; however, student attendance may not be the sole criterion.[9] If attendance is a factor prior to credit/promotion denial, the following shall occur:

1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of credit/promotion denial due to excessive absenteeism; and

2. Procedures in due process are available to the student when credit or promotion is denied.

DRIVER'S LICENSE REVOCATION[2]

A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any semester shall be ineligible to retain a driver's permit or license.

ATTENDANCE HEARING[12]

Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass the course or be promoted. Upon notification of the attendance committee decision, the principal shall send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of Schools/designee.

The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

Within five (5) school days of the Director of Schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record. Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee. The action of the Board shall be final.

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022, Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3022
10. TCA 49-2-130
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17(7)

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Elizabethton Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in March	**Corporal Punishment**	**6.314**	
		Rescinds:	Issued:

Corporal punishment shall not be used as a disciplinary measure in any school.[1]

The Director of Schools shall be responsible for developing and implementing in-service training programs for teachers and staff in the use of alternative, positive measures of discipline.

Legal References

1. TCA 49-6-4104

Cross References

Code of Conduct 6.300
Student Records 6.600

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in October	**Emergency Preparedness Plan**	**3.202**	**07/21/22**
		Rescinds: **3.202**	Issued: **07/18/17**

General

The Director of Schools shall be responsible for developing, maintaining, and acquiring board approval of the district Emergency Preparedness Plan[1] which shall include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

The principal of each school shall develop and implement emergency preparedness drills which shall be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with emergency response agencies.

FIRE AND SAFETY DRILLS

The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30) school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted throughout the year.[2]

The principal shall ensure that three (3) additional safety drills are given during the school year.[3] These drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in each school's office.[3]

The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.

~~**ARMED INTRUDER DRILLS**~~ **ANNUAL DRILLS**[4]

The principal shall ensure that ~~each~~ the school safety team conducts ~~at least one (1) armed intruder drill annually in coordination with local law enforcement.~~[4] each of the following type of drills annually:

1. An armed intruder drill in coordination with local law enforcement;
2. An incident command drill; and
3. An emergency safety bus drill.

Commented [MN1]: From TSBA:
A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

Commented [MN2]: I think our maintenance currently checks the fire extinguishers. May need to change this to what we are currently doing. Probably need to keep the fire extinguisher training.

AED DRILLS

All schools shall conduct a CPR and AED drill to ensure awareness of the steps that shall be taken in the event of a medical emergency. The principal shall ensure that the drill occurs.

The Director of Schools shall develop the necessary administrative procedures on AED and CPR training, planning, notification, and maintenance to comply with state law.

MEDICAL EMERGENCIES/PANDEMIC FLU[6]

In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate and consult with the local and state health departments and other local emergency or healthcare providers in protecting students and the community from further infection. The Director of Schools shall develop procedures for health emergencies in accordance with state law.

REMOTE LEARNING DRILLS[7]

At least once each school year, a remote learning drill shall be conducted. The drill shall accurately reflect how students will transition to remote learning in the event of a disruption to school operations. Students shall not be asked or required to transition to remote learning at any time during the drill.

~~Legal References~~

~~1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)~~
~~2. TCA 68-102-137(b)~~
~~3. TCA 68-102-137(f)~~
~~4. TCA 49-6-807~~
~~5. TCA 49-2-122; TCA 49-6-1208~~
~~6. TCA 49-6-3004(a), (e); TCA 49-5-404~~
~~7. Public Acts of 2022, Chapter No. 936~~

~~Cross References~~

~~Emergency Closings 1.8011~~
~~Safety 3.201~~
~~Community Use of School Facilities 3.206~~

Legal References

8. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
9. TCA 68-102-137(b)
10. TCA 68-102-137(f)
11. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
12. TCA 49-2-122; TCA 49-6-1208
13. TCA 49-6-3004(a), (e); TCA 49-5-404
14. TCA 49-2-139

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Elizabethton City Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in October	**Security**	**3.205**	**09/16/21**
		Rescinds: **3.205**	Issued: **11/19/07**

General[1]

The Director of Schools shall establish procedures to protect school property which shall include, but not be limited to:

1. Closing and securing teacher work areas when left unattended or at the end of the day;

2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school facilities or equipment without appropriate staff supervision;

3. Controlling the issuance of keys;

4. Developing programs ~~which~~ that contribute to the proper care and use of school facilities and equipment; and

5. Ensuring that equipment purchased with federal funds is managed as directed by federal ~~and state~~ law.[2]

All exterior doors leading into a school building shall be locked at all times and access to school buildings is limited to the school's primary entrance during the school day as well as when students are present outside of regular school hours.[3]

The principal may call law enforcement officials in cases involving illegal entry, building damage, theft, or vandalism. The principal shall notify the Director of Schools ~~immediately~~ as soon as practical, but no longer than twenty-four (24) hours, after a case of vandalism, theft, building damage, and/or illegal entry. ~~upon discovery of vandalism, theft, building damage and illegal entry~~. The Director of Schools/designee is authorized to sign a criminal complaint and press charges. The Director of Schools shall report all signing of such complaints to the Board.

The director of schools, or his/her representative, is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property.

LAW ENFORCEMENT SERVICES[1]

Commented [MN1]: From TSBA:
A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

The Board may enter into collaborative partnerships with appropriate law enforcement agencies. Partnerships may include, but not be limited to, education and recreational programs, delinquency prevention, and mentoring initiatives.

The Board may enter into a memorandum of understanding (MOU) with a chief of a law enforcement agency to provide school policing. The memorandum of understanding (MOU) shall address, at a minimum, the following issues:

1. Any School Resource Officer (SRO) assigned under a MOU must be in compliance with all laws, regulations, and rules of the Peace Officer Standards and Training Commission at the time of assignment and remain compliant throughout his/her assignment.

2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall participate in a minimum of sixteen (16) hours of training specific to school policing. All training programs shall be approved by the Peace Officers Standards and Training Commission.~~3~~4

3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is subject to that agency's direction, control, supervision, and discipline.

4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of the Director of Schools.

5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO shall include, but not be limited to, the following:

    a. Representing and carrying out the policies of the law enforcement agency assigning the SROs.

    b. Supervising the SROs in the performance of their duties;

    c. Consulting with the Director of Schools regarding the best use of the available resources for school policing; and

    d. Resolving disputes between the SROs and students or staff members.

6. The MOU may be effective for any length of time, ~~including~~ continuing until terminated by the parties, and may contain any reasonable notice requirement for the termination of the MOU. However, the MOU shall contain a provision allowing the Director of Schools to suspend the active participation of the SROs in the event that the Director of Schools believes that such suspension is best for the health, safety, or wellbeing of the students or staff members

CYBERSECURITY[45]

The Director of Schools/designee shall develop an administrative procedure regarding the district's cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

~~Legal References~~

~~1. TCA 49-6-805(3)~~
~~2. 2 CFR § 200.313~~
~~3. TCA 49-6-4217~~
~~4. Public Acts of 2021, Chapter No. 335~~

~~Cross References~~

~~Visitors to the Schools 1.501~~
~~Inventories 2.702~~
~~Care of School Property 6.311~~

Legal References

5. TCA 49-6-805(3)
6. 2 CFR § 200.313
7. Public Acts of 2023, Chapter No. 367
8. TCA 49-6-4217
9. TCA 49-6-805(9)

Cross References

Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311