

SUPPLEMENTARY CONDITIONS

Modifications to AIA Document A201-1997 OFD 00 72 23 CM/GC December 2007

The following supplements modify, change, delete from or add to "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition, for all General Work (OFD 00 72 23 CM/GC) December 2007 issue. Where an Article, Paragraph, Subparagraph or Clause of General Conditions is modified or deleted by Supplementary Conditions unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1 GENERAL PROVISIONS

Add subparagraphs 1.1.9 through 1.1.14 as follows:

1.1.9 State

The term "State" means the State of Tennessee.

1.1.10 Government

Unless otherwise indicated, the word "Government" shall mean the Government of the State.

1.1.11 USPFO

The term "USPFO" means the United States Property and Fiscal Officer assigned to the State.

1.1.12 Contracting Officer

The term "Contracting Officer" means the person executing this contract on behalf of the State and any other officer or employee who is properly designated contracting officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a contracting officer acting within the limits of established authority.

1.1.13 Governor

The term "Governor" means the Governor of the State or his duly appointed representative, other than the contracting officer.

1.1.14 "FAR"

"FAR" refers to Federal Acquisition Regulations. FAR provisions referenced in Conditions are matters of Public Record and are a part of the Contract Documents the same as if copied verbatim herein.

2 OWNER

Add subparagraph 2.1.3 as follows:

2.1.3 Relationship of the Federal Government: This contract is funded in part by the federal Government. The federal Government is not party to this contract. As a condition to receiving and expending Federal Funds, there are certain rights of Federal approval of settlements or dispute actions that the Federal Government will exercise prior to authorization of Federal Funds. Therefore, no inspection or acceptance, change, modification, settlement, dispute claim payment, or dispute action will be considered binding until the required Federal approval is obtained. This paragraph does not abrogate any rights conferred on the Federal Government by law or other provision required due to the use of Federal Funding.

2.2.5 Delete subparagraph and substitute:

Refer to SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION provisions contained in FAR 52.236-21, Feb 1997, or latest revision. Unless otherwise provided in Contract Documents, Government:

- .1 will furnish the Contractor, free of charge, five (5) sets of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;
- .2 will furnish additional sets on request at the cost of reproduction; and,

- .3 may at its option, furnish the contractor one set of reproducible or half size drawings, in lieu of the drawings in clause 2.2.5.1.

3 CONTRACTOR

Add subparagraph 3.2.4 as follows:

3.2.4 Site Investigation and conditions affecting the Work

3.2.4.1 Refer to FAR 52.236-3, Apr 1984, or latest revision.

3.2.4.2 The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its costs, including but not limited to:

- .1 conditions bearing upon transportation, disposal, handling, and storage of materials;
- .2 the availability of labor, water, electric power, and roads;
- .3 uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- .4 the conformation and conditions of the ground; and
- .5 the character of equipment and facilities needed preliminary to and during work performance.

3.2.4.3 The contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the Government.

3.2.4.4 The Government assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Add subparagraph 3.2.5 as follows:

3.2.5 Contractor shall:

- .1 Check all drawings furnished immediately upon receipt.
- .2 Compare all drawings and verify the figures before laying out the work.
- .3 Promptly notify the Contracting Officer of any discrepancies; and
- .4 Be responsible for any errors that might have been avoided by complying with this paragraph.

3.4.8 Refer to CONVICT LABOR provisions contained in FAR 52.222-3, June 2003, or latest revision.

Add subparagraph 3.5.2 as follows:

3.5.2 Refer to MATERIAL AND WORKMANSHIP provisions contained in FAR 52.236-5, Apr 1984, or latest revision.

Add subparagraph 3.7.6 as follows:

3.7.6 Refer to PERMITS AND RESPONSIBILITY provisions contained in FAR 52.236-7, Nov 1991, or latest revision.

Add subparagraph 3.9.2 as follows:

3.9.2 Refer to SUPERINTENDENCE BY THE CONTRACTOR provisions contained in FAR 52.236-6, Apr 1984, or latest revision.

Add subparagraphs 3.13.2 and 3.13.3 as follow:

3.13.2 Refer to OPERATIONS AND STORAGE AREAS provisions contained in FAR 52.236-10, Apr 1984, or latest revision.

3.13.3 Contractors shall comply with the STATE ENERGY CONSERVATION PLAN issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Add subparagraph 3.15.2 as follows:

3.15.2 Refer to CLEANING UP provisions contained in FAR 52.236-12, Apr 1984, or latest revision.

3.19 Add subparagraph 3.19.2 through 3.19.4 as follows:

Relations with Owner's Representatives

3.19.2 refer to GRATUITIES provisions contained in FAR 52.203-3, Apr 1984, or latest revision.

3.19.3 refer to COVENANT AGAINST CONTINGENT FEES provisions contained in FAR 52.203-5, Apr 1984, or latest revision.

3.19.4 refer to ANTI-KICKBACK PROCEDURES provisions contained in FAR 52.203-7, July 1995, or latest revision.

3.21 Add paragraph 3.21 as follows:

Security of Protected Information

3.21.1 Contractor is required to comply with policies, conditions and rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, which includes protection of the security of information identified as protected health information (PHI).

3.21.2 If Contractor is notified of the presence of PHI contained in facilities identified in the Work, then Contractor shall transmit such notice to all employees, subcontractors, material suppliers, and other affiliates of the Contractor allowed access to such facilities during the course of the Work.

3.21.3 All individuals notified per the requirements of this paragraph shall not read, examine, remove, or otherwise interfere with PHI. They shall not allow access to PHI, or disclose the contents of PHI, to any other person. All such individuals with knowledge of an unauthorized disclosure of PHI shall notify either an appropriate State official or a manager of the Contractor with responsibility for notifying the appropriate State official.

Add paragraph 3.22 as follows:

3.22 Contract Work Hours and Safety Standards Act - Overtime Compensation

3.22.1 refer to provisions contained in FAR 52.222-4, Sept 2000, or latest revision.

3.22.2 Overtime Requirements:

No contractor or subcontractor employing laborers or mechanics [refer to FAR 22.300] shall require or permit them to work over 40

hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours.

3.22.3 Violation, liability for unpaid wages, and Liquidated damages:

The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in subparagraph 3.22.2 of this paragraph. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The contracting officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph 3.22.

3.22.4 Withholding for unpaid wages and liquidated damages:

The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to paragraph 3.22.

3.22.5 Payrolls and basic records:

.1 The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

.2 The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under subparagraph 3.22.5.1 of this paragraph. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

3.22.6 Subcontracts

The Contractor shall insert the provisions set forth in subparagraphs 3.22.2 through 3.22.5 of this paragraph in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in subparagraphs 3.22.2 through 3.22.5 of this paragraph.

Add paragraph 3.23 as follows:

3.23 Davis-Bacon Act

3.23.1 refer to provisions contained in FAR 52.222-6, Feb 1995, or latest revision.

3.23.2 All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor

and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of subparagraph 3.23.8; of this paragraph; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph 3.26. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employers payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under subparagraph 3.23.3 of this paragraph) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

3.23.3 The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- .1 The work to be performed by the classification requested is not performed by a classification in the wage determination.
- .2 The classification is utilized in the area by the construction industry.
- .3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

3.23.4 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Office to the Administrator of the

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

3.23.5 In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

3.23.6 The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs 3.23.4 and 3.23.5 of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3.23.7 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

3.23.8 If the contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

Add paragraph 3.24 as follows:

3.24 Withholding of Funds

3.24.1 Refer to provisions contained in FAR 52.222-7, Feb 1988, or latest revision.

3.24.2 The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Add paragraph 3.25 as follows:

3.25 Payrolls and Basic Records

3.25.1 Refer to provisions contained in FAR 52.222-8, Feb 1988, or latest revision.

3.25.2 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section (1.b.2.B.) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under subparagraph 3.23.8 of the paragraph entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

3.25.3 The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph 3.25.2. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

3.25.4 Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify:

- .1 That the payroll for the payroll period contains the information required to be maintained under subparagraph 3.25.2, of this paragraph and that such information is correct and complete;
- .2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29CFR Part 3; and
- .3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

3.25.5 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph 3.25.4 of this paragraph.

3.25.6 The falsification of any of the certifications in this paragraph 3.25 may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States code.

3.25.7 The Contractor or subcontractor shall make the records required under subparagraph 3.25.2 of this paragraph available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Add paragraph 3.26 as follows:

3.26 Apprentices and Trainees

3.26.1 Refer to provisions contained in FAR 52.222-9, Feb 1988, or latest revision.

3.26.2 Apprentices:

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall not be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen hourly rate) specified in the Contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentices level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3.26.3 Trainees:

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainees level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable

wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3.26.4 Equal Employment Opportunity:

The utilization of apprentices, trainees, and journeymen under this paragraph shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Add paragraphs 3.27 and 3.28, as follow:

3.27 Equal Opportunity:

3.27.1 refer to FAR 52.222-26, Apr 2002, or latest revision.

3.28 Compliance with Copeland Act requirements:

3.28.1 refer to FAR 52.222-10, Feb 1988, or latest revision.

3.28.2 The Contractor shall comply with requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

4 ADMINISTRATION OF THE CONTRACT

Add subparagraph 4.1.4, as follow:

4.1.4 Contract Administration:

The State shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Add the following paragraphs 4.5 and 4.6:

4.5 Disputes

4.5.1 Refer to FAR 52.222-1, Feb 1997, or latest version.

4.6 Disputes concerning federal Labor Standards

4.6.1 Refer to FAR 52.222-14, Feb 1988, or latest version.

4.6.2 The United States Department of Labor has set forth in 20 CFR Parts 5, 6, and 7, procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes paragraph of this contract. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

5 SUBCONTRACTORS

5.4 Add subparagraphs 5.4.4 and 5.4.5 as follows:

5.4.4 Refer to provisions contained in FAR 52.222-11, Feb 1988, or latest version.

5.4.5 The Contractor or subcontractor shall insert in subcontracts the paragraphs entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination and Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Acts Regulations, and Certification of Eligibility, and such other paragraphs as the

Contracting Officer may, by appropriate instructions, require, and also a paragraph requiring subcontractors to include these paragraphs in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all contract paragraphs cited in this paragraph.

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Add subparagraph 6.1.5 as follows:

6.1.5 Refer to OTHER CONTRACTS provisions in FAR 52.236-8, Apr 1984, or latest version.

7 CHANGES IN THE WORK

Add subparagraph 7.1.4 as follows:

7.1.4 Refer to CHANGES provisions contained in FAR 52.243-4, Aug 1987, or latest version.

Add clause 7.3.6.3.1 as follows:

7.3.6.3.1 In instances where Davis-Bacon rates are being used, the labor burden will be a maximum based on base wage rate, fringe benefit, plus ten percent (10%) of the wage rate. If no fringe benefit is given, the base wage rate plus a maximum of thirty-nine percent (39%) is allowed.

Add paragraph 7.5 as follows:

7.5 Modifications Proposals Price Breakdown

7.5.1 The Contractor, in connection with any proposals he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown and time extension justification, shall be furnished by the date specified by the contracting officer.

9 PAYMENTS AND COMPLETION

9.6.1 Add clauses 9.6.1.3 and 9.6.1.4 as follow:

9.6.1.3 Refer to PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS provisions contained in FAR 52.232-5, Sept 2002, or latest version.

9.6.1.4 Refer to PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS provisions contained in FAR 52.232-27, Oct 2003, or latest version.

9.12 Add subparagraphs 9.12.4 and 9.12.5 as follows:

9.12.4 Refer to FAR 52.211-12, Sept 2000, or latest revision. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

9.12.5 Refer to FAR 52.211-12, Sept 2000, or latest revision. If the Government does not terminate the contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

10 PROTECTION OF PERSONS AND PROPERTY

Add subparagraph 10.2.8 as follows:

10.2.8 Refer to PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND

IMPROVEMENTS provisions contained in FAR 52.236-9, Apr 1984, or latest revision.

11 INSURANCE AND BONDS

Add subparagraph 11.5.4 as follows:

11.5.4 Refer to ADDITIONAL BOND SECURITY provisions contained in FAR 52.228-2, Oct 1997, or latest revision.

13 MISCELLANEOUS PROVISIONS

13.1.1 In the first sentence after "...by the law of the" delete remainder of sentence and insert "State of Tennessee".

Add subparagraph 13.5.7 as follows:

13.5.7 Refer to INSPECTION OF CONSTRUCTION provisions contained in FAR 52.246-12, Aug 1996, or latest revision.

13.7 Delete paragraph and substitute as follows:

Refer to DESCRIPTIVE LITERATURE provisions contained in FAR 52.214-21, Apr 2002, or latest revision.

Add paragraph 13.8 as follows:

13.8 Refer to AUDIT-SEALED BIDDING provisions contained in FAR 52.214-26, Oct 1997, or latest revision.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

Add subparagraphs 14.2.5 and 14.2.6 as follow:

14.2.5 Refer to DEFAULT (FIXED-PRICE CONSTRUCTION) provisions contained in FAR 52.249-10, Apr 1984, or latest revision.

14.2.6 Refer to CONTRACT TERMINATION AND DEBARMENT under federal guidelines provisions contained in FAR 52.222-12, Feb 1988, or latest revision. A breach of the contract paragraphs entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR 5.12.

Add subparagraph 14.4.4 as follow:

14.4.4 Refer to TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT provisions contained in FAR 52.249-1, Apr 1984, or latest revision.

END OF DOCUMENT