

PROJECT MANUAL

CWA Project No. 2022-01

DCM No. _____

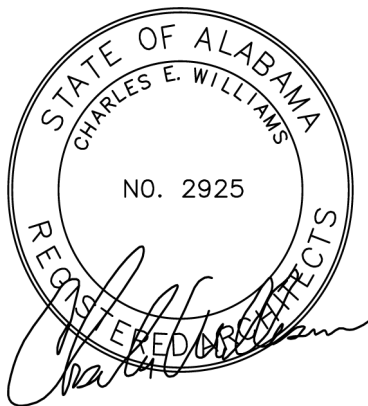
PROJECT NAME: VARIOUS CIVIL IMPROVEMENTS, PHASE II: ROAD IMPROVEMENTS, WATER LINE REPLACEMENT, PAVING AND PARKING LOT REPAIRS

PROJECT ADDRESS

4900 MERIDIAN STREET N
HUNTSVILLE, ALABAMA 35811-7500

A PROJECT FOR ALABAMA A&M UNIVERSITY

DATE ISSUED: FEBRUARY 14, 2022



VOLUME 1 OF 1

SET NO. _____



Charles Williams
& Associates, Inc
ARCHITECTS

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SECTION 00 01 05

PROJECT DIRECTORY

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Phone: 256.372.5230
Andrew Hugine, Jr., President

ARCHITECTS: **CHARLES WILLIAMS & ASSOCIATES**
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**CIVIL
ENGINEER:** **JOHNSON & ASSOCIATES, INC.**
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Phone: 256.533.7331
Stephen L. Walker, P.E. Civil Engineer

END OF SECTION 00 01 05

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ENGINEER/ ARCHITECT PROFESSIONAL REGISTRATION STAMPS



ARCHITECT OF RECORD
CHARLES E. WILLIAMS



CIVIL ENGINEER
STEPHEN L. WALKER

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ADVERTISEMENT FOR PREQUALIFICATION OF CONTRACTORS
AND FOR BIDS FROM BIDDERS THAT ARE PREQUALIFIED

Sealed proposals will be received by Alabama A&M University in Normal, AL at the office of Jeff Robinson, Alabama A&M University, Department of Purchasing- Room 305 Patton Hall, 4900 Meridian Street, Normal, Alabama 35762 Location of Bid Opening, UNTIL 2:00 PM Local Time; on Thursday, October 14, 2021, for:

**PHASE I - ROAD IMPROVEMENTS, WATERLINE REPLACEMENT &
PARKING LOT REPAIRS at ALABAMA A&M UNIVERSITY**

at which time and place they will be publicly opened and read.

A cashier's check or bid bond payable to Alabama A&M University, in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. Performance and statutory Labor and Material Payment Bonds, and insurance in compliance with requirements, will be required at the signing of the Contract.

Drawings and Specifications may be examined at the Office of the Architect in Birmingham, Alabama; Office of the Civil Engineer in Huntsville, Alabama; and ALGX Internet Plan Room in Birmingham, Alabama.

Bid Documents may be obtained from Datatek or Alabama Graphics, for a non-refundable cost equal to the cost of printing (which is approximately \$100.00). Other sets for general contractors, and sets for subs and dealers, may be obtained at the same amount. *Partial sets will not be available.*

Bids must be submitted on proposal forms furnished by the Architect or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the Provision of Title 34, Chapter 8, Code of Alabama, 1975, as amended, and must show such evidence of license before bidding or bid will not be received or considered by Architect or Owner; The bidder shall show such evidence by clearly displaying their current license number on the outside of the sealed envelope in which the proposal is delivered; Bidder must also include their current license number on the Proposal Form. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of NINETY (90) days.

A **MANDATORY PRE-BID CONFERENCE** will be held at the Facilities Dept Conference Room, 453 Buchanan Way, Normal, AL, at **2:00 PM, on September 29, 2021**, for the purpose of reviewing the project and answering Bidder's questions. **Attendance at the Pre-Bid Conference is required for all General Contractor Bidders**, and is highly recommended for all subcontractors.

This project is being bid without sales taxes according to Act 2013-205 (of the Alabama Legislature). However sales tax for the base bid and all other bid items must be accounted for on the contractor's Bid Proposal Form. ABC Form C-3A indicates how the sales tax shall be accounted for on the bid proposal form and shall be modified by the project architect as appropriate for bid items on each project.

Completion Time: Work shall commence on the earlier of either the date of the owner's written "Notice to Proceed" or the contractor's receipt of the fully executed contract and shall be **"Substantially Complete" within 270 Consecutive Calendar Days thereafter.**

Supervision: Contractor to provide Superintendent(s) to ensure proper supervision for all work.

The Owner reserves the right to reject any or all proposals and to waive technical errors if, in their judgment, the best interests of the Owner will thereby be promoted.

Architect:**Charles Williams & Associates Inc.**3601 8th Ave. So.

Birmingham, AL 35222

Phone: (205) 250-0700

Attn: Christa Vandiver

christa@cwilliams-arch.com**Owner:**

Facilities and Administrative Services

453 Buchanan Way

Normal, Alabama 35762

Phone: (256)372-4871

Attn: Jerry H. Latham

jerry.latham1@aamu.edu**Civil Engineer:****Johnson & Associates, Inc.**

1218 Church Street

Huntsville, Alabama 35804

Phone: (256) 533-7331

Attn: Steve Walker

swalker@jaengineering.com**TO ADVERTISE:**

9/19, 9/26, and 10/03 Birmingham News, Huntsville Times, and Montgomery Advertiser

NOTE: For projects exceeding \$50,000, this notice must be run once a week for three successive weeks in a newspaper of general circulation in the county or counties in which the project, or any part of the project, is to be performed (except once for municipalities). If the project involves an estimated amount exceeding \$500,000, this notice must also be run at least once in three newspapers of general circulation throughout the state. Proof of publication is required.

INSTRUCTIONS TO BIDDERS

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1. BID DOCUMENTS:

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any supplements to these Instructions to Bidders, the Proposal Form and the Accounting of Sales Tax, and the proposed Contract Documents. The proposed Contract Documents consist of the Construction Contract, the Performance Bond and Payment Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), Drawings, Specifications and all addenda issued prior to execution of the Construction Contract. Bid Documents may be obtained or examined as set forth in the Advertisement for Bids.

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

When the amount bid for a contract exceeds \$50,000, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types of work stipulated in the bidder's license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

a. Any special qualifications required of general contractors, subcontractors, material suppliers, or fabricators are set forth in the Bid Documents.

b. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority's published prequalification procedures and criteria.

c. Release of Bid Documents by the Architect to a prospective bidder will not constitute any determination by the Awarding Authority or Architect that the bidder has been found to be qualified, prequalified, or responsible.

4. PREFERENCE to RESIDENT CONTRACTORS:

(If this project is federally funded in whole or in part, this Article shall not apply.)

a. In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

b. A nonresident bidder is a contractor which is neither organized and existing under the laws of the State of Alabama, nor maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent office within the State of Alabama for at least five continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

5. EXAMINATION of BID DOCUMENTS and the SITE of the WORK:

Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their bids. The submission of a bid shall constitute a representation by the bidder that the bidder has made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

6. EXPLANATIONS and INTERPRETATIONS:

a. Should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications, or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Architect and request clarification.

b. Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Architect nor the Awarding Authority will be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents.

c. In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained the Architect's written clarification of the requirements before submission of a bid.

7. SUBSTITUTIONS:

- a.** The identification of any product, material, system, item of equipment, or service in the Bid Documents by reference to a trade name, manufacturer's name, model number, etc. (hereinafter referred to as "source"), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions of paragraph "d" below apply.
- b.** When the Bid Documents identify only one or two sources, or three or more sources followed by "or approved equal" or similar wording, the bidder's proposal may be based on a source not identified but considered by the bidder to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the Architect. If the bidder elects to bid on a substitution without "Pre-bid Approval" as described below, then it will be understood that proof of compliance with specified requirements is the exclusive responsibility of the bidder.
- c.** When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source as described below. Under these conditions it will be expressly understood that no product, material, system, item of equipment, or service that is not identified in the Bid Documents or granted "Pre-Bid Approval" will be incorporated into the Work unless such substitution is authorized and agreed upon through a Contract Change Order.
- d.** If the Bid Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the bidder's proposal must be based upon the identified sole source.
- e. Procedures for "Pre-bid Approval".** If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the Bid Documents be approved as an acceptable source, application for the approval of such source must reach the hands of the Architect at least ten days prior to the date set for the opening of bids. At the Architect's discretion, this ten day provision may be waived. The application for approval of a proposed source must be accompanied by technical data which the applicant desires to submit in support of the application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed source with previous users, evidence of reputation of the source for prompt delivery, evidence of reputation of the source for efficiency in servicing its products, or any other pertinent written information. The application to the Architect for approval of a proposed source must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bid Documents. The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the Bid Documents. Approval, if granted, shall not be effective until published by the Architect in an addendum to the Bid Documents.

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

- (1) Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted. A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form.
- (2) All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.
- (3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:
 - (a) the legal name of the bidder,
 - (b) the state under which laws the bidder's business is organized and existing,
 - (c) the city (and state) in which the bidder has its principal offices,
 - (d) the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
 - (e) the partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.
- (4) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.
- (5) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.
- (6) In the space provided in the Proposal Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.
- (7) The Proposal Form shall be properly signed by the bidder. If the bidder is:
 - (a) **an individual**, that individual or his or her "authorized representative" must sign the Proposal Form;
 - (b) **a partnership**, the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
 - (c) **a corporation**, the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Proposal Form.

As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Proposal Form.

(8) Interlineation, alterations or erasures on the Proposal Form must be initialed by the bidder or its “authorized representative”.

b. DCM Form C-3A: Accounting of Sales Tax

A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

c. Bid Guaranty

(1) The Proposal Form must be accompanied by a cashier’s check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Awarding Authority.

(2) If a Bid Bond is provided in lieu of a cashier’s check, the bond shall be on the Bid Bond form as stipulated in the Bid Documents.

(3) The amount of the cashier’s check or Bid Bond shall not be less than five percent of the contractor’s bid, but is not required to be in an amount more than ten thousand dollars.

d. Delivery of Bids:

(1) Bids will be received until the time set, and at the location designated, in the Advertisement for Bids unless notice is given of postponement. Any bid not received prior to the time set for opening bids will be rejected absent extenuating circumstances and such bids shall be rejected in all cases where received after other bids are opened.

(2) Each bid shall be placed, together with the bid guaranty, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters “Proposal”, below which the bidder shall identify the Project and the Work bid on, the name of the bidder, and the bidder’s current general contractor’s state license number.

(3) Bids may be delivered in person, or by mail if ample time is allowed for delivery. When sent by mail, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing.

9. WITHDRAWAL or REVISION of BIDS:

a. A bid may be withdrawn prior to the time set for opening of bids, provided a written request, executed by the bidder or the bidder’s “authorized representative”, is filed with the Architect prior to that time. The bid will then be returned to the bidder unopened.

b. A bid which has been sealed in its delivery envelope may be revised by writing the change in price on the outside of the delivery envelope over the signature of the bidder or the bidder’s “authorized representative”. In revising the bid in this manner, the bidder must only write the amount of the change in price on the envelope **and must not reveal the bid price.**

c. Written communications, signed by the bidder or its “authorized representative”, to revise bids will be accepted if received by the Architect prior to the time set for opening bids. The Architect will record the instructed revision upon opening the bid. Such written communication may be by facsimile if so stipulated in Supplemental Instructions to Bidders. In revising the bid in this manner, the bidder must only write the amount of the change in price **and must not reveal the bid price.**

d. Except as provided in Article 12 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

10. OPENING of BIDS:

a. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids. Bidders or their authorized representatives are invited to be present.

b. A list of all proposed major subcontractors and suppliers will be submitted by Bidders to the Architect at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids. If the list includes a fire alarm contractor and/or fire sprinkler contractor, Bidders will also submit a copy of the fire alarm contractor’s and/or fire sprinkler contractor’s permits from the State of Alabama Fire Marshal’s Office.

11. INCOMPLETE and IRREGULAR BIDS:

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

12. BID ERRORS:

a. **Errors and Discrepancies in the Proposal Form.** In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

b. **Mistakes within the Bid.** If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

(1) **Timely Notice:** The low bidder must notify the Awarding Authority and Architect in writing, within three working days after the opening of bids, that a mistake was made. This notice must be given within this time frame whether or not award has been made.

(2) **Substantial Mistake:** The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.

(3) **Type of Mistake:** The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without forfeiture.

(4) Documentary Evidence: Clear and convincing documentary evidence of the mistake must be presented to the Awarding Authority and the Architect as soon as possible, but no later than three working days after the opening of bids.

The Awarding Authority's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

13. DISQUALIFICATION of BIDDERS:

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders participating in such agreement or collusion to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See § 39-2-6, Code of Alabama 1975, for possible criminal sanctions.)

b. Advance Disclosure. Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and rebid.

c. Failure to Settle Other Contracts. The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts in force at the time of letting.

14. CONSIDERATION of BIDS:

a. After the bids are opened and read publicly, the bid prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the Awarding Authority shall have the right to reject any or all bids, and it shall have the right to waive technical errors and irregularities if, in its judgment, the bidder will not have obtained a competitive advantage and the best interests of the Awarding Authority will be promoted.

b. If the Bid Documents request bids for projects or parts of projects in combination or separately, the Bid Documents must include supplements to, these Instructions to Bidders setting forth applicable bid procedures. Award or awards will be made to the lowest responsible and responsive bidder or bidders in accordance with such bid procedures.

15. DETERMINATION of LOW BIDDER by USE of ALTERNATES:

a. The Awarding Authority may request alternate bid prices (alternates) to facilitate either reducing the base bid to an amount within the funds available for the project or adding items to the base bid within the funds available for the project. Alternates, if any, are listed in the

Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder.

b. If alternates are included in the Proposal Form, the Awarding Authority shall determine the dollar amount of funds available and immediately prior to the opening of bids shall announce publicly the funds available for the project. The dollar amount of such funds shall be used to determine the lowest bidder as provided herein below, notwithstanding that the actual funds available for the project may subsequently be determined to be more or less than the expected funds available as determined immediately prior to the time of the opening of bids.

c. If the base bid of the lowest bidder exceeds the funds available and alternate bid prices will reduce the base bids to an amount that is within the funds available, the lowest bidder will be determined by considering, in order, the fewest number of the alternates that produces a price within the funds available. If the base bid of the lowest bidder is within the funds available and alternate bid prices will permit adding items to the base bid, the lowest bidder will be determined by considering, in order, the greatest number of the alternates that produces a price within the funds available.

d. After the lowest bidder has been determined as set forth above, the Awarding Authority may award that bidder any combination of alternates, provided said bidder is also the low bidder when only the Base Bid and such combination of alternates are considered.

16. UNIT PRICES:

a. Work Bid on a Unit Price Basis. Where all, or part(s), of the planned Work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

b. Unit Prices for Application to Change Orders. As a means of predetermining unit costs for changes in certain elements of the Work, the Bid Documents may require that the bidders furnish unit prices for those items in the Proposal Form. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the successful bidder may be rejected and competitive prices negotiated by the Awarding Authority prior to contract award. Unit prices for application to changes in the work are not effective unless specifically included and agreed upon in the Construction Contract.

17. AWARD of CONTRACT:

a. The contract shall be awarded to the lowest responsible and responsive bidder unless the Awarding Authority finds that all the bids are unreasonable or that it is not in the best interest of the Awarding Authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the Bid Documents. Minor irregularities in the bid shall not defeat responsiveness.

b. A bidder to whom award is made will be notified by telegram, confirmed facsimile, or letter to the address shown on the Proposal Form at the earliest possible date. Unless other

time frames are stipulated in Supplemental Instructions to Bidders, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

(1) Award of contract by Awarding Authority	30 calendar days after the opening of bids
(2) Contractor's return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority	15 calendar days after the contract has been presented to the contractor for signature (from the Lead Design Professional)
(3) Awarding Authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution	20 calendar days after the contractor presents complete and acceptable documents to the Architect
(4) Notice To Proceed issued to the contractor along with distribution of the fully executed construction contract to all parties.	15 calendar days after final execution of contract by the Awarding Authority, by various State Agencies if required and by the Governor if his or her signature on the contract is required by law

The time frames stated above, or as otherwise specified in the Bid Documents, may be extended by written agreement between the parties. Failure by the Awarding Authority to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall be just cause for the withdrawal of the contractor's bid and contract without forfeiture of bid security.

c. Should the successful bidder or bidders to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and satisfactory evidence of insurance within the specified period, the Awarding Authority shall retain from the bid guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest responsible and responsive bidder, but not more than \$10,000. If no other bids are received, the full amount of the bid guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the Awarding Authority.

d. All bid guaranties, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated, and the relation of the bids established. The bid guaranties of the three lowest bidders will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. When the award is deferred for a period of time longer than 15 days after the opening of the bids, all bid guaranties, except those of the potentially successful bidders, shall be returned. If no award is made within the specified period, as it may by agreement be extended, all bids will be rejected, and all guaranties returned. If any potentially successful bidder agrees in writing to a stipulated extension in time for consideration of its bid and its bid was guaranteed with a cashier's check, the Awarding Authority may permit the potentially successful bidder to substitute a satisfactory bid bond for the cashier's check.

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PROPOSAL FORM

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PROPOSAL FORM

To: _____ Date: _____
(Awarding Authority)

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK _____

in accordance with Drawings and Specifications, dated _____, prepared by
_____, Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of _____,
having its principal offices in the City of _____,
is: ☐ a Corporation ☐ a Partnership ☐ an Individual ☐ (other) _____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their
addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work,
having become fully informed regarding all pertinent conditions, and that it has examined the Drawings
and Specifications (including all Addenda received) for the Work and the other Bid and Contract
Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of _____
Dollars (\$ _____)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments
are to be made to the Base Bid:

For Alternate No. 1 (.....) ☐ (add) ☐ (deduct) \$ _____
(Insert key word for Alternate)

For Alternate No. 2 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 3 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 4 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 5 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 6 (.....) ☐ (add) ☐ (deduct) \$ _____

UNIT PRICES - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: *(Mark the appropriate box and provide the applicable information.)*

- ☐ Bid Bond, executed by _____ as Surety,
☐ a cashier's check on the _____ Bank of _____,
for the sum of _____
Dollars (\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

*** Name & Title (print)** _____ (Seal)

Telephone Number _____

Email Address _____

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

Note: A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

ATTACHMENT A**TO PROPOSAL FORM****SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:****1.1 ITEMIZED UNIT PRICE SCHEDULE:**

- A. The undersigned proposes the following Unit Prices **for additions to or deductions from the Work** wherein Unit Prices are applicable as determined by the Architect and Owner. These Unit Prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work installed in place. The Contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable Unit Price, in accordance with the General Conditions.
- B. Refer to Division 1 - "Unit Prices", and to the respective sections of the Specifications for the complete Unit Price Item description.
- C. Submit the following Unit Prices with the Proposal Form on Bid Date.

1.2 GENERAL UNIT PRICES - For construction complete as shown and specified:

#	ITEM DESCRIPTION:	UNIT:*	UNIT PRICE, ADD OR DEDUCT:
1.	Mass Earth Excavation	CY	\$
2.	Trench Earth Excavation	CY	\$
3.	Hand Earth Excavation	CY	\$
4.	Additional Soil:		
	a. Topsoil	CY	\$
	b. General or Open Site Areas	CY	\$
	c. Trench Backfill	CY	\$
	d. Select Fill	CY	\$
5.	Rock, Masonry, or Concrete Excavation in Trenches and Pits, below elevations indicated, and which is not part of required Base Bid and Alternate Work:	CY	\$
6.	Rock, Masonry, or Concrete Excavation in Open Excavation, below Base Bid and Alternate elevations indicated, and which is not part of required Base Bid and Alternate Work:	CY	\$
7.	Sod:	SY	\$
8.	Crushed Stone	TN	\$

#	ITEM DESCRIPTION:	UNIT:*	UNIT PRICE, ADD OR DEDUCT:
9.	4" Concrete Sidewalks for pedestrian traffic, complete with subgrade preparation, 4" of porous fill <u>and any additional base material indicated</u> , and as detailed and specified::	SF	\$
10.	Curb & Gutter Replacement	LF	\$

- A. The undersigned proposes the following Unit Prices for additions to or deductions from the Work wherein Unit Prices are applicable as determined by the Architect and Owner. These Unit Prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work installed in place. The Contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable Unit Price, in accordance with the General Conditions.
- B. Refer to Division 1 - "Unit Prices", and to the respective sections of the Specifications for the complete Unit Price Item description.
- C. Submit the following Unit Prices with the Proposal Form on Bid Date.

END OF ATTACHMENT A TO PROPOSAL FORM

(*) Legend to "Unit" quantity abbreviations:

LF = Per "Linear Foot"
SF = Per "Square Foot"
SY = Per "Square Yard"
TN = Per "Ton"

ATTACHMENT B
TO PROPOSAL FORM

SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:

1.1 PRINCIPAL SUBCONTRACTORS AND SUPPLIERS LISTING:

- A. Submit the following Principal Subcontractors and Suppliers information with the Proposal Form on Bid Date, **OR** at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect:

NO.:	SPECIFICATION SECTION:	PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:
1	OTHER: _____ _____	_____; (FIRM NAME) _____ (LOCATION - CITY and STATE)
2	OTHER: _____ _____	_____; (FIRM NAME) _____ (LOCATION - CITY and STATE)
3	OTHER: _____ _____	_____; (FIRM NAME) _____ (LOCATION - CITY and STATE)
4	OTHER: _____ _____	_____; (FIRM NAME) _____ (LOCATION - CITY and STATE)
5	OTHER: _____ _____	_____; (FIRM NAME) _____ (LOCATION - CITY and STATE)

END OF ATTACHMENT B TO PROPOSAL FORM

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ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3: Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ _____

Alternate No. 1 (.....) ☐ (add) ☐ (deduct) \$ _____
(Insert key word for Alternate)

Alternate No. 2 (.....) ☐ (add) ☐ (deduct) \$ _____

Alternate No. 3 (.....) ☐ (add) ☐ (deduct) \$ _____

Alternate No. 4 (.....) ☐ (add) ☐ (deduct) \$ _____

Alternate No. 5 (.....) ☐ (add) ☐ (deduct) \$ _____

Alternate No. 6 (.....) ☐ (add) ☐ (deduct) \$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____

(Seal)

*Title _____

Telephone Number _____

Email Address _____

Note: A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A with DCM Form C-3 is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

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BID BOND

The **PRINCIPAL** (*Bidder's company name and address*)

Name:

Address:

The **SURETY** (*Company name and primary place of business*)

Name:

Address:

The **OWNER** (*Entity name and address*)

Name:

Address:

The **PROJECT** for which the Principal's Bid is submitted: (*Project name as it appears in the Bid Documents*)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).**

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
 - (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,
- then**, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

PRINCIPAL:

By _____

Name and Title

SURETY:

ATTEST:

By _____

Name and Title

Note: Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

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- (1) *Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.*

DCM (BC) Project No.

CONSTRUCTION CONTRACT

- (2) This Construction Contract is entered into this day of in the year of
- (3) between the **OWNER**,
Entity Name:
Address:
Email & Phone #:
- (4) and the **CONTRACTOR**,
Company Name:
Address:
Email & Phone #:
- (5) for the **WORK** of the Project, identified as:
- (6) The **CONTRACT DOCUMENTS** are dated and have been amended by
- (7) **ADDENDA**
- (8) The **ARCHITECT** is
Firm Name:
Address:
Email & Phone #:
- (9) The **CONTRACT SUM** is
Dollars (\$)) and is the sum of the Contractor's Base Bid for the Work and the following
- (10) **BID ALTERNATE PRICES:**
- (11) The **CONTRACT TIME** is () calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (DCM Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Alabama Division of Construction Management, and shall then be substantially completed within the Contract Time.

- (12) **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at _____ dollars (\$ _____) per calendar day.

Numbers in margin correspond to "Checklist", DCM Form B-7

- (13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below):*

- (14) **STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:

Classification(s):

Bid Limit:

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(15)

APPROVAL

**ALABAMA STATE DEPARTMENT OF EDUCATION
(SDE)**
(Required for locally-funded, SDE projects.)

By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES

Contractor Company

By _____
Signature

Name & Title _____

Owner Entity

By _____
Signature

Name(s) & Title(s) _____

Review/Signature flow: Architect/Engineer (prepare documents) > Contractor (review and sign) > Architect/Engineer (review) > Owner (review and sign) > SDE (review, sign and distribute the fully executed Contract to all parties, and forward a copy to the Alabama Division of Construction Management [DCM]). Note: DCM does not sign fully locally-funded SDE project contract documents.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) **PERFORMANCE BOND**

Do not staple this form; use clips.

SURETY'S BOND NUMBER

(2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)

Name:

Address:

(3) The **SURETY** (*Company name and primary place of business*)

Name:

Address:

(4) The **OWNER** (*Entity name and address, same as appears in the Construction Contract*)

Name:

Address:

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$)).

(6) **DATE** of the Construction Contract :

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
 - (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
 - (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
 - (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.
6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
 - (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
 - (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.
8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
- (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
 - (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
 - (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
 - (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.
10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

By _____
Signature

Name and Title

Company Name

By _____
Signature

Name and Title

- (11) **NOTE:** Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

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Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) **PAYMENT BOND**

SURETY'S BOND NUMBER

Do not staple this form; use clips.

- (2) The **PRINCIPAL** (Company name and address of Contractor, same as appears in the Construction Contract)

Name:

Address:

- (3) The **SURETY** (Company name and primary place of business)

Name:

Address:

- (4) The **OWNER(s)** (Entity name and address, same as appears in the Construction Contract)

Name:

Address:

- (5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$)).

- (6) **DATE** of the Construction Contract:

- (7) The **PROJECT**: (Same as appears in the Construction Contract)

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.
4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

Company Name

By _____
Signature

By _____
Signature

Name and Title

Name and Title

- (11) **NOTE:** Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

DCM (BC) No. _____

PSCA Projects: PSCA No. _____

Application No. _____

Date: _____

APPLICATION and CERTIFICATE for PAYMENT

Attach DCM Form C-10SOV: Schedule of Values

TO OWNER: Entity Name: _____ Address: _____	PROJECT: _____
FROM CONTRACTOR: Company Name: _____ Address: _____	ARCHITECT/ENGINEER: Firm Name: _____ Address: _____

Total Original Contract	\$
Fully Executed Change Order(s) Numbers ____ through ____	\$
Total Contract To Date	\$
<hr/>	
1. Work Completed to Date per attached Schedule of Values	\$
2. Stored Materials <i>(Attach list or Form DCM C10-SM, Inventory of Stored Materials)</i>	\$
3. Total Completed Work and Stored Materials (____ % of Contract To Date)	\$
4. Less Retainage <i>(5% of Total Completed Work & Stored Materials [TCWSM] is retained when TCWSM is less than 50% of Total Contract To Date [TCTD]. 0 is retained on final pay. app.)</i>	(\$)
5. Total Due	\$
6. Less Total Previous Payments	(\$)
7. Balance Due This Estimate	\$

CONTRACTOR'S CERTIFICATION The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received. By: _____ Date: _____ Contractor's Signature Name & Title _____ Sworn and subscribed before me this _____ day of _____ Month, Year Seal: _____ _____ Notary Public's Signature	ARCHITECT'S/ENGINEER'S CERTIFICATION In accordance with the Contract Documents, the Architect/Engineer certifies to the Owner that, to the best of the Architect's/Engineer's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved. By _____ Architect's/Engineer's Signature Name & Title _____ Date _____
--	--

INSTRUCTIONS <ul style="list-style-type: none"> • Four copies of pay. app., each with original signatures and all attachments required. • Date of first payment application cannot precede the Notice to Proceed's Begin Date. • Pay. app. must exactly match an attached DCM Form C-10SOV: Schedule of Values. • A change order must be fully executed before inclusion on a payment application. • On a final payment application, all change orders must be fully executed and included. • Contractor's signature date cannot precede the payment application date. • Progress schedules must be included with non-final payment applications. • One payment application per month may be submitted. • Retainage is released when the Certificate of Substantial Completion is fully executed, all other close-out requirements per General Conditions Article 34 are completed and the final payment application is reviewed, approved and processed. • DCM processes pay. apps. of state agencies, PSCA and other bond-funded projects. 	APPROVAL _____ Owner Entity By _____ Signature Name & Title _____ Date _____
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SAMPLE PROGRESS SCHEDULE & REPORT				CONTRACTOR (Contractor may use own form in lieu of Form C-11):				DATE OF REPORT:			
DCM (BC) No.:								PROCEED DATE:			
PSCA projects: PSCA No.:											
PROJECT:				ARCHITECT/ENGINEER:				PROJECTED COMPLETION DATE:			
WORK DIVISION		%	AMOUNT								
1. GENERAL REQUIREMENTS											
2. SITEWORK											
3. CONCRETE											
4. MASONRY											
5. METALS											
6. WOOD AND PLASTIC											100%
7. THERMAL AND MOISTURE PROTECTION											90%
8. DOORS AND WINDOWS											80%
9. FINISHES											70%
10. SPECIALTIES											60%
11. EQUIPMENT											50%
12. FURNISHINGS											40%
13. SPECIAL CONSTRUCTION											30%
14. CONVEYING SYSTEMS											20%
15. MECHANICAL											10%
16. ELECTRICAL											0%
TOTAL ORIG. CONTRACT		100%									
ANTICIPATED DRAW IN \$1,000											
ACTUAL DRAW IN \$1,000											
DCM Form C-11 August 2021											
LEGEND:		ANTICIPATED ACTIVITY	ACTUAL ACTIVITY	ANTICIPATED CASH FLOW	ACTUAL CASH FLOW	USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.					

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INVENTORY OF STORED MATERIALS

Project:		DCM (BC) No.:			
		PSCA projects: PSCA No.:			
Contractor:		For Estimate No.:			
		For Period Ending:			
A	B	C	D	E	F
DESCRIPTION	MATERIALS STORED LAST PERIOD	PURCHASED THIS PERIOD	TOTAL COLUMNS B + C	MATERIALS USED THIS PERIOD	MATERIALS PRESENTLY STORED

To be used as documentation to support value of Stored Materials reported on APPLICATION AND CERTIFICATE FOR PAYMENT.

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SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given

that _____,
(Contractor Company Name)

Contractor, has completed the Contract for ☐ (Construction) ☐ (Renovation) ☐ (Alteration)
☐ (Equipment) ☐ (Improvement) of _____
(Name of Project):

at _____
(Insert location data in County or City)

for the State of Alabama and the (County) (City) of _____,
Owner(s), and have made request for final settlement of said Contract. All persons having
any claim for labor, materials, or otherwise in connection with this project should immediately
notify

(Architect / Engineer)

(Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding \$50,000.00. For projects of \$50,000.00 or less, run one time only. A copy of the publisher's affidavit of publication (including a copy of the advertisement) shall be submitted by the Contractor to the Design Professional for inclusion with DCM Form B-13: Final Payment Checklist for state agencies, PSCA-funded and other bond-funded projects.

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CONTRACT CHANGE ORDER

Change Order No. _____ Date _____ DCM (BC) No. _____

TO: (Contractor) Co. Name: Address:	PROJECT:
--	-----------------

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated _____.

FURNISH the necessary labor, materials, and equipment to *(Description of work to be done or changes to be made. If the description is continued in an attachment, identify the attachment below.):*

Description continued from Page 1:

ORIGINAL CONTRACT SUM \$ _____
NET TOTAL OF PREVIOUS CHANGE ORDERS \$ _____
PREVIOUS REVISED CONTRACT SUM \$ _____
THIS CHANGE ORDER WILL ☐ INCREASE ☐ DECREASE
THE CONTRACT SUM BY \$ _____
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER \$ _____

EXTENSION OF TIME resulting from this Change Order ☐ None or _____ Calendar days.

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

<p>_____</p> <p>Architectural/Engineering Firm</p> <p>Recommended By _____</p> <p>Name & Title _____</p>
--

APPROVAL

<p>ALABAMA STATE DEPARTMENT OF EDUCATION</p> <p>(SDE)</p> <p><i>(Required for locally-funded, SDE projects.)</i></p> <p>By _____ Date: _____</p> <p>State Superintendent of Education</p>

CONTRACTING PARTIES

<p>_____</p> <p>Contractor Company</p> <p>By _____</p> <p>Name & Title _____</p>
--

<p>_____</p> <p>Awarding Authority/Owner Entity</p> <p>By _____</p> <p>Name & Title _____</p>

<p>CONSENT OF SURETY (for additive \$ change orders only)</p> <p>_____</p> <p>Surety Company</p> <p>By _____</p> <p>(Attach current Power of Attorney)</p> <p>Name & Title _____</p>

Review/Signature flow: Architect/Engineer (prepare documents) > Contractor (review and sign) (> Surety for additive \$ change orders only [sign]) > Architect/Engineer (review and sign) > Owner (review and sign) > SDE (review, sign, distribute the fully executed Change Order to all parties and forward a copy to the Alabama Division of Construction Management [DCM]). Note: DCM does not sign fully locally-funded SDE project contract documents.

**770 Washington Avenue, Suite 444
Montgomery, Alabama 36104**

(334) 242-4082 (ph) inspections@realproperty.alabama.gov

STATEMENT OF FIELD OBSERVATIONS

Date:

DCM (BC) #		PSCA #	
PROJECT NAME AND LOCATION:	OWNER ENTITY NAME & ADDRESS:		
	Phone No.		
CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECT/ENGINEER FIRM NAME & ADDRESS:		
Phone No.	Phone No.		
PROJECT DATA ON THE DATE OF OBSERVATION:			
Site Conditions _____		No. of Workers _____	
Starting Date _____		Weather _____	
Scheduled State of Completion _____%		Contract Completion Date _____	
Contractor's Superintendent _____		Estimated Actual Completion _____%	
Job Phone # _____			
COMMENTS/DEFICIENCIES:			
Signature _____ Report No. _____			
cc: Owner, Architect/Engineer, Contractor, DCM Office (inspections@realproperty.alabama.gov), DCM Inspector			

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TO: **Alabama Department of Finance**
Real Property Management
Division of Construction Management
 770 Washington Avenue, Suite 444
 Montgomery, Alabama 36104
 (334) 242-4082 FAX (334) 242-4182

CHANGE ORDER JUSTIFICATION

Change Order No. _____

Date: _____

DCM (BC) No. _____

Purpose and instructions on next page.

Do not staple this form and/or attachments; use clips.

(A)	PROJECT NAME & LOCATION:	OWNER ENTITY NAME & ADDRESS:						
	CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME & ADDRESS:						
(B)	DESCRIPTION OF PROPOSED CHANGE(S): ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)							
	AMOUNT: <input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT \$ _____ TIME EXTENSION: _____ CALENDAR DAYS							
(C)	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ORIGINAL CONTRACT AMOUNT</td> <td style="width: 33%;">PREVIOUS C.O.'s _____ THRU _____</td> <td style="width: 34%; text-align: right;">CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER</td> </tr> <tr> <td>\$ _____</td> <td>+ \$ _____</td> <td style="text-align: right;">= \$ _____</td> </tr> </table>		ORIGINAL CONTRACT AMOUNT	PREVIOUS C.O.'s _____ THRU _____	CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER	\$ _____	+ \$ _____	= \$ _____
ORIGINAL CONTRACT AMOUNT	PREVIOUS C.O.'s _____ THRU _____	CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER						
\$ _____	+ \$ _____	= \$ _____						
(D)	JUSTIFICATION FOR NEED OF CHANGE(S):							
(E)	JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:							
(F)	ARCHITECT / ENGINEER'S EVALUATION OF PROPOSED COST:							
(G)	CHANGE ORDER RECOMMENDED _____ ARCHITECTURAL / ENGINEERING FIRM NAME By: _____ ARCHITECT / ENGINEER'S SIGNATURE By: _____ OWNER'S PROJECT REPRESENTATIVE'S SIGNATURE	CHANGE ORDER JUSTIFIED AND APPROVED _____ LOCAL OWNER ENTITY NAME By: _____ OWNER'S SIGNATURE By: _____ OWNER'S LEGAL COUNSEL'S SIGNATURE						

CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

PURPOSE

The awarding of work through an existing contract may potentially conflict with, or violate, the "Competitive Bid Laws" of the State of Alabama. **The determination of legality of Change Orders rests with the Awarding Authority and its legal advisor.** In a June 15, 1979, Opinion, the Office of the Attorney General offered guidelines for making such determinations in conjunction with considering the facts and merits of each situation. The purpose of the CHANGE ORDER JUSTIFICATION is to provide a means through which the Awarding Authority considers these guidelines and the intent of the "Competitive Bid Laws" when authorizing Change Orders. Pursuant to these guidelines, the following types of changes meet the criteria for awarding work through Change Orders in lieu of through the Competitive Bid process:

- I. Minor Changes for a monetary value less than required for competitive bidding.
- II. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work.
- III. Emergencies arising during the course of the work of the contract.
- IV. Bid alternates provided for in the original bidding where there is no difference in price of the change order from the original best bid on the alternate.
- V. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed 10% of the contract price.

Under these guidelines the cumulative total of Change Orders, including any negotiations to bring the original contract price within the funds available, would become questionable if the total of such changes and negotiations exceed 10% of the original contract price. These guidelines are not intended to interfere with the Awarding Authority's good faith discretion to respond to specific situations in the public's best interest. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to the Division of Construction Management (DCM).

INSTRUCTIONS

The CHANGE ORDER JUSTIFICATION is to be prepared by the design professional, who has evaluated the fairness and reasonableness of the proposed cost of the change(s) and recommends that the proposed Change Order be executed. The fully executed Form B-11: CHANGE ORDER JUSTIFICATION must accompany the proposed DCM Form C-12: Change Order. Instructions for completing the B-11 form are:

1. Insert the proposed Change Order Number, date of the Justification, and DCM (BC) Project Number in the spaces provided in the upper right-hand corner.
2. **Section (A):** Insert the complete name and address of the PROJECT, OWNER, CONTRACTOR, AND ARCHITECT/ENGINEER.
3. **Section (B):** Provide a complete description of the proposed changes in work, referring to and attaching revised specifications and/or drawings as appropriate. An attachment may be used if additional space is needed, but insert the proposed amount and time extension of the change(s) in the spaces provided. **Attached a copy of the contractor's detailed cost proposal.**
4. **Section (C):** Insert the Original Contract amount, the net increase or decrease of previous Change Orders, and the Current Contract amount (preceding the currently proposed Change Order).
5. **Section (D):** Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work.
6. **Section (E):** Explain why award of the changed work to the existing contractor instead of awarding the work under the competitive bid process is justified.
7. **Section (F):** The design professional must state his evaluation of the reasonableness and fairness of the proposed costs based upon his review of the contractor's proposal.
8. **Section (G):** The design professional must recommend the Change Order to the Owner by signing the document; the Owner may require such recommendation from other individuals. The Owner must sign the document indicating that they believe change order action in lieu of the competitive bid process is justified for the proposed change(s). **Review of the matter and signing of the document by the Owner's legal counsel is highly recommended. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to DCM.**

CHANGE ORDER CHECKLIST

For use with DCM Form C-12 and DCM Form 9-J

WHICH FORM DO YOU USE?

Use **DCM Form C-12** for contracts of state agencies and departments, SDE, and ACCS projects.
Use **DCM Form 9-J** for contracts of projects partially or fully Public School and College Authority (PSCA)-funded.
Include a completed **DCM Form B-11: Change Order Justification** with either DCM Forms C-12 or 9-J.

Verify that the following information is inserted in the spaces provided on the CONTRACT CHANGE ORDER form, or attached to the form where attachments are noted to be acceptable or obviously necessary. Do not staple forms; use clips.

1.	CHANGE ORDER NUMBER: Insert current change order number.
2.	DATE: Insert date.
3.	DCM (BC) PROJECT NUMBER: Insert DCM Project Number in the block provided at top of document.
4.	CONTRACTOR Insert name and address of the Contractor, exactly as they appear on the Construction Contract.
5.	NAME OF PROJECT: Under "Project", insert the complete name of the project as identified in the bid documents. If using DCM Form 9-J, insert the PSCA Project Number in the space provided.
6.	CONTRACTOR'S PROPOSALS: Under "TERMS", identify the change order proposals submitted by the contractor that are being addressed by the Contract Change Order. Identify these proposals by inserting their dates.
7.	DESCRIPTION OF THE CHANGE(S) IN WORK: Fully describe the change or changes to the original contract work for which the Construction Contract is being modified. This description should be written so that a reader of the document who is not directly involved in the project can understand what is being changed. If the space provided on the form is inadequate for such a description, use attachments and cite them.
8.	CONTRACT AND CHANGE ORDER AMOUNTS: Insert the applicable dollar amounts to record the original contract sum, change orders, and the currently revised contract sum.
9.	EXTENSION OF TIME: If the Contract Time is being extended by the Contract Change Order, insert appropriate number of calendar days in the space provided. If the Contract Time is not being extended, insert "NONE".
10.	RESPONSIBILITY FOR CHANGE ORDER FUNDING - DCM Form 9-J ONLY: The authority responsible for funding the change order is to be identified in the following sentence in the form,: "The amount of this Change Order will be the responsibility of _____." Insert whichever is appropriate: (1) "PSCA", (2) name of LEA, or (3) "PSCA" and name of LEA.
11.	SIGNATURES: The signature spaces for State Agency, PSCA and fully locally-funded Alabama Community College System projects are different from each other. Download the appropriate document per Owner/project type from www.dcm.alabama.gov/forms.aspx . Before submitting a Contract Change Order to DCM, the document must be signed by the contractor, surety (for additive change orders only), design professional and owner (local owner or using agency). Signature by the surety is not necessary on deductive change orders or change orders involving only extensions of time. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign DCM Form B-11: Change Order Justification.
12.	ATTACHMENTS: To each copy of the Contract Change Order form, attach with clips (do not staple): a. Contractor's change order proposals and/or invoices providing a detailed breakdown of change order costs. General Contractors (GC) must include subcontractors' (sub) quotes as backup. All GC and sub quotes must be broken down by labor (hours and rates), materials including quantities and unit prices (with receipts or quotes attached), equipment whether rented or owned (with receipts or quotes attached), and Overhead & Profit (OH&P). 1. Total OH&P can be a maximum of 25% divided between GC and subs; GC can have a maximum of 15% OH&P (in which case a sub could have up to 10% OH&P). See General Conditions- Article #19. 2. Sales tax cannot be included in change orders. 3. Deductive change orders also require backup including breakdown of labor and material, and must also deduct OH&P if included in original bid. Include specification section regarding allowances. b. POWER OF ATTORNEY for the individual signing the Contract Change Order for the surety. c. DCM Form B-11, CHANGE ORDER JUSTIFICATION: completed and signed by the design professional and owner.

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TO: **Alabama Department of Finance**
Real Property Management
Division of Construction Management
 770 Washington Avenue, Suite 444
 Montgomery, AL 36130-1150
 (334) 242-4082 FAX (334) 242-4182

CERTIFICATE OF SUBSTANTIAL COMPLETION

*Do not staple this form and/or attachments; use clips.
 Print single-sided; do not submit double-side printed documents.*

ROUTING PROCEDURES ON NEXT PAGE

DCM (BC) No. _____

OWNER ENTITY NAME AND ADDRESS: Email to receive executed copy: _____	ARCHITECTURAL / ENGINEERING FIRM NAME AND ADDRESS: Email to receive executed copy: _____
CONTRACTOR COMPANY NAME AND ADDRESS: Email to receive executed copy: _____	BONDING COMPANY NAME AND ADDRESS: Email to receive executed copy: _____
PROJECT: 	

Substantial Completion has been achieved for ☐ the entire Work ☐ the following portion of the Work:

_____.

The **Date of Substantial Completion** of the Work covered by this certificate is established to be _____.

"Substantial Completion" means the designated Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. The Date of Substantial Completion is the date upon which all warranties for the designated Work commence, unless otherwise agreed and recorded herein.

Punch List: A _____ page list of items to be completed or corrected prior to the Owner's approval of Final Payment is attached hereto, but does not alter the Contractor's responsibility to complete or correct all Work in full compliance with the Contract Documents. The Contractor shall complete or correct all items on the attached list, ready for re-inspection for Final Acceptance, within 30 days after the above Date of Substantial Completion, unless another date is stated here: _____. If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

Only one (1) originally executed substantial completion form shall be routed for signature. DCM office will mail the fully-executed original to the Owner and email copies to all parties.

RECOMMENDED BY (signature and email address required): ARCHITECT/ENGINEER: _____ CONTRACTING PARTIES: CONTRACTOR: _____ OWNER: _____ APPROVALS: DCM INSPECTOR: _____ DCM CHIEF INSPECTOR: _____ DCM DIRECTOR: _____		DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
--	--	---

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

Only one (1) originally executed substantial completion form shall be routed for signature. DCM office will mail the fully-executed original to the owner and email copies to all parties.

ARCHITECT/ENGINEER: Sign and date document, then mail it to Contractor. Provide Owner with DCM Inspector's name & field office address; territories and addresses are available at www.dcm.alabama.gov/staff.aspx.

CONTRACTOR: Sign and date document, then mail it to Owner.

OWNER: Sign and date document, then mail it to DCM Inspector's field office address;
DCM Inspector territories and addresses are available at www.dcm.alabama.gov/staff.aspx.

DCM INSPECTOR: Sign and date document, then mail it to DCM Montgomery office.

DCM OFFICE: After review and signature/date by DCM Chief Inspector and DCM Director, DCM office will mail the fully-executed original document to Owner and will email copies to all parties.

NOTICE

THE EXECUTED "GENERAL CONTRACTOR'S ROOFING GUARANTEE" (DCM Form C-9) AND ANY OTHER ROOFING WARRANTY REQUIRED BY THE CONTRACT MUST ACCOMPANY THIS CERTIFICATE TO OBTAIN DCM APPROVAL.



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O. Box 327710 • Montgomery, AL 36132-7710

ST: EXC-01
6/21

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT ENTITY)	
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)

☐ Government Entity ☐ General Contractor ☐ Subcontractor

APPLICANT'S LEGAL NAME		FEIN	
DBA		CONSUMER'S USE TAX ACCOUNT NUMBER	
MAILING ADDRESS: STREET	CITY	STATE	ZIP
		COUNTY	

CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()
EMAIL ADDRESS	

CONTRACT SIGN DATE (PROVIDED BY GENERAL CONTRACTOR)	CONTRACT COMPLETION DATE (PROVIDED BY GENERAL CONTRACTOR)
ESTIMATED START DATE (FOR APPLICANT)	ESTIMATED COMPLETION DATE (FOR APPLICANT)
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach list.	NAME OF PARTY TO THE CONTRACT
JOB DESCRIPTION	

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ESTIMATED POLLUTION CONTROL COST \$	
TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT) \$	LABOR COST (APPLICANT'S PORTION OF PROJECT) \$	MATERIAL COST (APPLICANT'S PORTION OF PROJECT) \$

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

☐ GCL ☐ SBL ☐ Contract / NTP / LOI ☐ LOS ☐ Contract Dates / Breakdown of Costs

Contact Dates: _____ Received Date: _____
Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC ☐ Government Entity

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

☐ Government Entity ☐ General Contractor ☐ Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01

Sales and Use Tax Certificate of Exemption for Government Entity Project

NOTE: Exemption Certificates will be issued as of the contract sign date or the received date of the application. If, upon receipt of the application, the project has already commenced, the certificate will be issued as of the received date of the application. Any purchases made prior to the issuance of a certificate will not be exempt.

***** Please allow 10 to 14 business days for your application to be processed. *****

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed

General Contractor:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed
3. List of Subcontractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)
6. Any other municipal business licenses associated with the project

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. Any other municipal business licenses associated with the project
5. List of Subcontractors (if any)

General contractors and subcontractors:

- Any additions and/or deletions to the list of subcontractors working on a project must be submitted to the Department within 30 days of occurrence.
- If an extension is needed for a project, please contact the Department of Revenue at the address, number, or email listed below. Extension requests should be submitted no more than 30 days after expiration date.
- Subcontractor's Estimated Start Date should be the date they will begin working on the project and ordering materials instead of the General Contractor's Estimated Start Date for the project.

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. Please see the following page for detailed instructions and general information regarding the reporting requirements.

The application and required documentation may be mailed, faxed, or emailed to the following:

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Department of Revenue
Sales & Use Tax Division
Room 4303
PO Box 327710
Montgomery, AL 36132-7710

General Information and Instructions Regarding the Reporting Requirements for Contractors Awarded an Exemption Certificate

A contractor's exemption certificate for a Government Entity project is needed in order to purchase materials tax exempt for the qualified project. Once the exemption certificate has been applied for and awarded, there is a monthly filing requirement to report the purchases that have been made for each exempt project. The Consumer's Use (CNU) tax account is used to report the tax-exempt purchases made with each certificate for each exempt project for each month.

The consumer's use tax return must be filed for each of the months covered by the exemption certificate. (For example, if the certificate's effective date is June 29, 2014 and the expected completion date is October 1, 2014, a consumer's use tax return must be filed for each of the following months: June, July, August, September, and October.) A return **MUST** be filed each month to report the monthly purchases. Therefore, all active exemption certificates must be included on the monthly report even if the monthly purchases for a specific project was \$0.

If a CNU tax account is not already open under the taxpayer/business name, one will automatically be assigned at the time the exemption certificate is generated. Electronic filing is required through the Department's online filing system, My Alabama Taxes (MAT). A letter containing the online filing information will be mailed to the address on file within a few days after the new CNU tax account has been assigned. This letter will contain all the information needed to create your online filing account in MAT. For questions relating to setting up the account on www.myalabamataxes.alabama.gov, please contact Business Registration at 334-242-1584 or the Sales Tax Division at 1-866-576-6531.

Once the MAT account is set up, please log in and file the monthly CNU tax return. There is a table located at the bottom left hand corner labeled "Contractor's Exemption for Government Construction Projects." All three fields in the table are required to be completed: exemption number, project number, and total amount of purchases for that specific project for the month. Additional projects may be added on the additional rows that appear as data is added; the table will allow the addition of more projects.

***Please do not use lines 1 through 9 of the return for reporting exempt project information. Leave these lines blank unless taxable purchases were made outside of the state of Alabama that need to be reported and tax remitted. (Lines 1 through 9 do not have anything to do with the exemption reporting requirements).

When the certificate expires (upon the project's completion) and the CNU tax account is no longer needed, please contact the Business Registration Unit at 334-242-1584 and close the CNU tax account. Please be advised that if there are multiple government entity projects open, the consumer's use tax account should remain open until the last project completion date. For example, if Project EXC00ABCD ends in June of 2014 but Project EXC00EFGH ends January of 2015, the CNU tax account must remain open until the end of January 2015. A return for Project EXC00EFGH must be filed all the way through January 2015.

If the applicant already has a CNU tax account and it is currently set up online, please use this account to report exempt project purchases through www.myalabamataxes.alabama.gov using the instructions provided above. The return may then be filed as usual.

***All Consumer's Use Tax returns are due on the 20th of the month following the month in which purchases were made (i.e., the return for the month of June is due July 20th, etc. There are 20 days to file the return before it is deemed late.)

***Any penalty waiver requests may be directed to the Sales and Use Tax Division at 1-866-576-6531. Only one waiver per 18 month period is allowed.

SECTION 00 43 80

Partial Release of Lien

Date: _____

Name of Firm: _____

Total Contract Amount: \$ _____

Percent of Contract Complete: _____ %

Value of Contract Complete: \$ _____

Previous Amount Paid: \$ _____

Amount Due this Application: \$ _____

The undersigned Lien, in consideration of value received, hereby releases its lien and right to claim a Lien to the extent of \$ _____, or for labor, services, or materials furnished through _____, except _____ to the following property:

Dated on _____, 20____.

Lien _____

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SECTION 00 65 19

Waiver of Lien

Know All By These Presents: that

For and in consideration of _____ Dollars and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done or material furnished or any kind or class of lien whatsoever on the following described property:

Dated this _____ day of _____ 20_____ at

_____.

By

Signed, sealed and delivered in the presence of:

NOTARY

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DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Payment of Debts and Claims

To Owner (<i>Entity name and address</i>): 	Project (<i>Same as appears in the Construction Contract</i>):
---	---

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Construction Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Supporting Documents Attached Hereto:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. DCM Form C-20, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting document should be attached hereto if required by the Owner:

1. Contractor's Release of Waiver of Liens.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment supplies, to the extent required by the Owner, accompanied by the list thereof.
3. Contractor's Affidavit of Release of Liens, DCM Form C-19.

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

Sworn to and subscribed before me this _____ day
of _____, _____.

Notary Public's Signature

My commission expires: _____

Seal:

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DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

To Owner (<i>Entity name and address</i>):	Project (<i>Same as appears in the Construction Contract</i>):

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Construction Contract referenced above.

EXCEPTIONS:

Supporting Documents Attached Hereto:

1. Contractor's Release of Waiver of Liens.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment supplies, to the extent required by the Owner, accompanied by the list thereof.

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

Sworn to and subscribed before me this _____ day
of _____, _____.

Notary Public's Signature

My commission expires: _____

Seal:

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DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

To Owner (<i>Entity name and address</i>): 	Project (<i>Same as appears in the Construction Contract</i>):
---	---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

Owner (*Insert name and address of Entity*):

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

Seal:

Company Name

By _____
Signature of Authorized Representative

Printed Name and Title

Note: Original Power of Attorney for the Surety's signatory shall be furnished with each of the original forms to be attached to each of the four (4) final payment forms.

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GENERAL CONDITIONS of the CONTRACT

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2. Intent and Interpretation of the Contract Documents
3. Contractor's Representation
4. Documents Furnished to Contractor
5. Ownership of Drawings
6. Supervision, Superintendent, & Employees
7. Review of Contract Documents and Field Conditions by Contractor
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13. Materials, Equipment & Substitutions
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51. Sign

ARTICLE 1 DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

- A. ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT:** The Technical Staff of the Alabama Division of Construction Management.
- B. ARCHITECT:** The Architect is the person or entity lawfully licensed to practice architecture in the State of Alabama, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect in the Construction Contract. The term "Architect" means the Architect or the Architect's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect. If the primary design professional for the Project is a Professional Engineer, the term "Engineer" shall be substituted for the term "Architect" wherever it appears in this document.

- C. COMMISSION:** The former Alabama Building Commission, for which the Alabama Division of Construction Management has been designated by the Legislature as its successor.
- D. CONTRACT:** The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:
- (1) Construction Contract
 - (2) Performance and Payment Bonds
 - (3) Conditions of the Contract (General, Supplemental, and other Conditions)
 - (4) Specifications
 - (5) Drawings
 - (6) Contract Change Orders
 - (7) Modifications to the Construction Contract (applicable to PSCA Projects)
- E. CONTRACT SUM:** The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term “Contract Sum” means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.
- F. CONTRACT TIME:** The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner or Director. The Date of Substantial Completion is the date established in accordance with Article 32. The term “Contract Time” means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- G. CONTRACTOR:** The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- H. DCM:** The Alabama Division of Construction Management.
- I. DCM PROJECT INSPECTOR:** The member of the Technical Staff of the Alabama Division of Construction Management to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.
- J. DEFECTIVE WORK:** The term “Defective Work” shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary

supports, structures, or construction which will not produce the results required by the Contract Documents, and (5) materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

- K. DIRECTOR:** The Director of the Alabama Division of Construction Management.
- L. DRAWINGS:** The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.
- M. NOTICE TO PROCEED:** A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- N. OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority” as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- O. THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- P. PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- Q. SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- R. SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.
- S. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the

Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. COMPLEMENTARY DOCUMENTS

The Contract Documents are complementary. If Work is required by one Contract Document, the Contractor shall perform the Work as if it were required by all of the Contract Documents. However, the Contractor shall be required to perform Work only to the extent that is consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

C. ORDER of PRECEDENCE

Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph A:

- (1) The Construction Contract.
- (2) Addenda, with those of later date having precedence over those of earlier date.
- (3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
- (4) General Conditions of the Contract.
- (5) The Specifications.
- (6) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
- (7) The Drawings; large scale drawings shall take precedence over smaller scale drawings.

D. ORGANIZATION

Except as may be specifically stated within the technical specifications, neither the organization of the Specifications into divisions, sections, or otherwise, nor any arrangement of the Drawings shall control how the Contractor subcontracts portions of the Work or assigns Work to any trade.

E. INTERPRETATION

(1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph A. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or

construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

(3) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.

(4) In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

(5) Any portions of the Contract Documents written in longhand must be initialed by all parties..

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

F. SEVERABILITY.

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

By executing the Construction Contract the Contractor represents to the Owner:

- A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

Unless otherwise provided in the Contract Documents, twenty sets of Drawings and Project Manuals will be furnished to the Contractor by the Architect without charge. Other copies requested will be furnished at reproduction cost.

ARTICLE 5
OWNERSHIP of DRAWINGS

All original or duplicated Drawings, Specifications, and other documents prepared by the Architect, and furnished to the Contractor are the property of the Architect and are to be used solely for this Project and not to be used in any manner for other work. Upon completion of the Work, all copies of Drawings and Specifications, with the exception of the Contractor's record set, shall be returned or accounted for by the Contractor to the Architect, on request.

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

(1) The term "Construction Methods" means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Article 14.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

B. SUPERINTENDENT

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall:

(a) have full authority to receive instructions from the Architect or Owner and to act on those instructions and (b) be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Architect in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner's review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

- A. In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.
- B. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.
- (1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- (2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C. If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D. If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8
SURVEYS by CONTRACTOR

- A. The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.
- B. The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

ARTICLE 9
SUBMITTALS

- A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:
 - (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
 - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and

with the Contractor's intended Construction Methods.

- E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.
- F. In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.
- G. If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal 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 or design criteria specified in the Contract Documents.

H. DEVIATIONS

(1) The Architect is authorized by the Owner to approve "minor" deviations from the requirements of the Contract Documents. "Minor" deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not "minor" may be authorized only by the Owner through the Change Order procedures of Article 19.

(2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a "Deviation from Contract Requirements" (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect's attention to, and request specific approval of, the deviation. Otherwise, the Architect's approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.

(3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

I. ARCHITECT'S REVIEW and APPROVAL

(1) The Architect will review the Contractor's Submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and will approve or take other appropriate action upon them. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities nor to substantiate installation instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect

may detect during this review. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Architect will review and respond to all Submittals with reasonable promptness to avoid delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review.

(3) No corrections or changes to Submittals indicated by the Architect will be considered as authorizations to perform Extra Work. If the Contractor considers such correction or change of a Submittal to require Work which differs from the requirements of the Contract Documents, the Contractor shall promptly notify the Architect in writing in accordance with Article 20, Claims for Extra Cost or Extra Work.

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

The Contractor shall maintain at the Project site, in good order, at least one copy of all Addenda, Change Orders, supplemental drawings, written directives and clarifications, and approved Submittals intact as issued, and an updated construction schedule.

B. "POSTED" SET

The Contractor shall maintain at the Project site, in good order, at least one set of the Drawings and Project Manual into which the Contractor has "posted"(incorporated) all Addenda, Change Orders, supplemental drawings, clarifications, and other information pertinent to the proper performance of the Work. The Contractor shall assure that all sets of the Drawings and Project Manuals being used by the Contractor, Subcontractors, and suppliers are "posted" with the current information to insure that updated Contract Documents are used for performance of the Work.

C. RECORD SET

One set of the Drawings and Project Manual described in Paragraph B shall be the Contractor's record set in which the Contractor shall record all field changes, corrections, selections, final locations, and other information as will be duplicated on the "As-built" documents required under Article 11. The Contractor shall record such "as-built" information in its record set as it becomes available through progress of the Work. The Contractor's performance of this requirement shall be subject to confirmation by the Architect at any time as a prerequisite to approval of Progress Payments.

D. The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, DCM Project Inspector, and their representatives.

ARTICLE 11
“AS-BUILT” DOCUMENTS

- A. Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of “As-built” documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of “As-built” documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.
- B. The Contractor shall use the following methods for incorporating information into the “As-built” documents:
- (1) Drawings**
- (a)** To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.
- (b)** Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.
- (c)** Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.
- (d)** Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.
- (e)** Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.
- (2) Project Manual**
- (a)** A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.
- (b)** Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.
- (c)** Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.
- C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the “As-built” documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12
PROGRESS SCHEDULE

(Not applicable if the Contract Time is 60 days or less.)

- A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using DCM Form C-11, "Sample Progress Schedule and Report", (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.
- C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, it may be used in lieu of DCM Form C-11.
- D. The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter

referred to as “source”), and only one or two sources are listed, or three or more sources are listed and followed by “or approved equal” or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect’s approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect’s satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect’s written approval of the substitution.

- C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by “or approved equal” or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.
- D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.
- B. The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor’s operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C. The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

- D. The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
- E. The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F. If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G. The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.
- H. The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.
- J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15

HAZARDOUS MATERIALS

- A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and

immediately notify the Architect and Owner of the condition in writing.

- C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.
- D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

- (1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.
- (2) The Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.
- (3) The Architect will inspect the Work as a representative of the Owner. The Architect's inspections may be supplemented by inspections by the DCM Project Inspector as a representative of the Alabama Division of Construction Management.

(4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

B. TYPES of INSPECTIONS

(1) **SCHEDULED INSPECTIONS and CONFERENCES.** Scheduled Inspections and Conferences are conducted by the Architect, scheduled by the Architect in coordination with the Contractor and DCM Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the DCM Project Inspector. Scheduled Inspections and Conferences of this Contract include:

(a) **Pre-construction Conference.**

(b) **Pre-roofing Conference** (not applicable if the Contract involves no roofing work)

(c) **Above Ceiling Inspection(s):** An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

(d) **Final Inspection(s):** A Final Inspection shall establish that the Work, or a designated portion of the Work, is Substantially Complete in accordance with Article 32 and is accepted by the Architect, Owner, and DCM Project Inspector as being ready for the Owner's occupancy or use. At the conclusion of this inspection, items requiring correction or completion ("punch list" items) shall be minimal and require only a short period of time for accomplishment to establish Final Acceptance of the Work. If the Work, or designated portion of the Work, includes the installation, or modification, of a fire alarm system or other life safety systems essential to occupancy, such systems shall have been tested and appropriately certified before the Final Inspection.

(e) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Architect's report of this inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

(2) **PERIODIC INSPECTIONS.** Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, and the DCM Project Inspector, jointly or independently, with or without advance notice to the Contractor.

(3) **SPECIFIED INSPECTIONS and TESTS.** Specified Inspections and Tests include inspections, tests, demonstrations, and approvals that are either specified in the Contract Documents or required by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, to be performed by the Contractor, one of its Subcontractors, or an independent testing laboratory or firm (whether paid for by the Contractor or Owner).

C. INSPECTIONS by the ARCHITECT

- (1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than “minor” deviations as defined in Article 9 and “minor” changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.
- (2) The Architect will visit the site at intervals appropriate to the stage of the Contractor’s operations and as otherwise necessary to:
 - (a) become generally familiar with the in-progress and completed Work and the quality of the Work,
 - (b) determine whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be completed within the Contract Time,
 - (c) visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor’s performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
 - (d) endeavor to guard the Owner against Defective Work,
 - (e) review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
 - (f) keep the Owner fully informed about the Project.
- (3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and DCM Project Inspector, any Defective Work recognized by the Architect.
- (4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect’s reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.
- (5) “Inspections by the Architect” includes appropriate inspections by the Architect’s consultants as dictated by their respective disciplines of design and the stage of the Contractor’s operations.

D. INSPECTIONS by the DCM PROJECT INSPECTOR

- (1) The DCM Project Inspector will:
 - (a) participate in scheduled inspections and conferences as practicable,
 - (b) perform periodic inspections of in-progress and completed Work to ensure code compliance of the Project and general conformance of the Work with the Contract Documents, and
 - (c) monitor the Contractor's progress and performance of the Work.
- (2) The DCM Project Inspector shall have the authority to:
 - (a) reject Work that is not in compliance with the State Building Code adopted by the DCM, unless the Work is in accordance with the Contract Documents in which case the DCM Project Inspector will advise the Architect to initiate appropriate corrective action, and
 - (b) notify the Architect, Owner, and Contractor of Defective Work recognized by the DCM Project Inspector.

(3) The DCM Project Inspector's periodic inspections will usually be scheduled around key stages of construction based upon information reported by the Architect. As the Architect or Owner deems appropriate, the DCM Project Inspector, as well as other members of the Technical Staff, can be requested to schedule special inspections or meetings to address specific matters. The written findings of DCM Project Inspector will be transmitted to the Owner, Contractor, and Architect.

(4) The DCM Project Inspector is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents, to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner. The Contractor shall not proceed with Work as a result of instructions or findings of the DCM Project Inspector which the Contractor considers to be a change to the requirements of the Contract Documents without written authorization of the Owner through the Architect.

E. UNCOVERING WORK

(1) If the Contractor covers a portion of the Work before it is examined by the Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement 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.

F. SPECIFIED INSPECTIONS and TESTS

(1) The Contractor shall schedule and coordinate Specified Inspections and Tests to be made at appropriate times so as not to delay the progress of the Work or the work of the Owner or separate contractors. If the Contract Documents require that a Specified Inspection or Test be witnessed or attended by the Architect or Architect's consultant, the Contractor shall give the Architect timely notice of the time and place of the Specified Inspection or Test. If a Specified Inspection or Test reveals that Work is not in compliance with requirements of the Contract Documents, the Contractor shall bear the costs of correction, repeating the Specified Inspection or Test, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services. Through appropriate Contract Change Order the Owner shall bear costs of tests, inspections or approvals which become Contract requirements subsequent to the receipt of bids.

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is

not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

(3) Unless otherwise required by the Contract Documents, required certificates of Specified Inspections and Tests shall be secured by the Contractor and promptly delivered to the Architect.

(4) Failure of any materials to pass Specified Inspections and Tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

ARTICLE 17

CORRECTION of DEFECTIVE WORK

- A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.
- C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: (1) additional testing and inspections, including repeating Specified Inspections and Tests, (2) reasonable services and expenses of the Architect, and (3) the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18

DEDUCTIONS for UNCORRECTED WORK

If the Owner deems it advisable and in the Owner's interest to accept Defective Work, the Owner may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Owner, is offered by the Contractor.

ARTICLE 19

CHANGES in the WORK

A. GENERAL

(1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be

authorized only by the Owner.

(2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

(3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.

(4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.

(5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.

(6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.

(7) All change orders require DCM Form C-12: Contract Change Order and DCM Form B-11: Change Order Justification. Only Change Orders 10% or greater of the current contract amount require the Owner's legal advisor's signature on DCM Form B-11: Change Order Justification.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:

(1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) **Unit Price.** By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall

receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

- (a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;
- (b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;
- (c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;
- (d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;
- (e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and
- (f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

- (a) with the Contractor's cost proposal stating the number of days of extension requested, or
- (b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated

time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Architect will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Architect may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

- (a) identifies the Contractor's accepted or negotiated proposal for the change,
- (b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
- (c) states that funds are available to pay for the change, and
- (d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

- (a) determine with the Contractor a sufficient maximum amount to be authorized for the change and
- (b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

- A. If the Contractor considers any instructions by the Architect, Owner, DCM Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect

written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, “instructions” shall include written or oral clarifications, directions, instructions, interpretations, or determinations.

- B. The Contractor’s notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.
- C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
 - (1) The cited instruction is rescinded.
 - (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
 - (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.
- E. If the Architect’s response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect’s response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

“Differing Site Conditions” are:

- (1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or
- (2) unknown physical conditions at the Project site which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in construction activities of the character required by the Contract Documents.

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner’s concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing

Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22 **CLAIMS for DAMAGES**

If either party to the Contract 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 after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 23 **DELAYS**

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.
- B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
 - (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual

written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.

- D. The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:
- (1) the result of bad faith or active interference or
 - (2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

(1) As used in this Article, "Claims and Disputes" include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.

(2) "Resolution" addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

B. CONTINUANCE of PERFORMANCE

An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

C. GOOD FAITH EFFORT to SETTLE

The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort, with the Architect's assistance and advice, to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph D or E below, whichever applies.

D. FINAL RESOLUTION for STATE-FUNDED CONTRACTS

(1) If the Contract is funded in whole or in part with state funds, the final Resolution of Claims

and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner shall be by the Director, whose decision shall be final, binding, and conclusive upon the Contractor, its Surety, and the Owner.

(2) When it becomes apparent to the party asserting a Claim (the Claimant) that an impasse to mutual resolution has been reached, the Claimant may request in writing to the Director that the Claim be resolved by decision of the Director. Such request by the Contractor (or its Surety) shall be submitted through the Owner. Should the Owner fail or refuse to submit the Contractor's request within ten days of receipt of same, the Contractor may forward such request directly to the Director. Upon receipt of a request to resolve a Claim, the Director will instruct the parties as to procedures to be initiated and followed.

(3) If the respondent to a Claim fails or refuses to participate or cooperate in the Resolution procedures to the extent that the Claimant is compelled to initiate legal proceedings to induce the Respondent to participate or cooperate, the Claimant will be entitled to recover, and may amend its Claim to include, the expense of reasonable attorney's fees so incurred.

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

If the Contract is funded in whole with funds provided by a city or county board of education or other local governmental authority and the Contract Documents do not stipulate a binding alternative dispute resolution method, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor (or its Surety) and the Owner, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel or by submission to the Director in accordance with preceding Paragraph D.

ARTICLE 25
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy of the Work or work by the Owner or separate contractors, the Architect may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

ARTICLE 26
OWNER'S RIGHT to STOP or SUSPEND the WORK

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated;

however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

(1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.

(2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

ARTICLE 27
OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

(1) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:

- (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
- (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
- (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
- (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
- (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
- (f) is otherwise guilty of a substantial breach of the Contract.

(2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$50,000):**

- (a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.
- (b) **Notice of Termination:** If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the

written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.

(d) At the expiration of the seven days of the termination notice, the Owner may:

.1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

(e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.

(f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

(g) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.

(3) Procedure for Bonded Construction Contracts (Generally, contracts over \$50,000):

(a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) **Notice of Termination:** If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.

(d) **Demand on the Performance Bond:** With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.

(e) **Surety Claims:** Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However, the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the

condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

(f) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.

(4) Wrongful Termination: If any notice of termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph B below.

B. TERMINATION by the OWNER for CONVENIENCE

(1) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.

(2) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:

- (a)** stop Work as specified in the notice;
- (b)** enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c)** terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d)** take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e)** complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The Contractor shall be entitled to receive payment for reasonable anticipated overhead ("home office") and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably

directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

ARTICLE 28

CONTRACTOR'S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

If all of the Work is suspended or delayed for the Owner's convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor's receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner's convenience pursuant to Article 27.B.

B. NONPAYMENT

The Owner's failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Architect (Certified pursuant to Article 30) shall be just cause for the Contractor to give the Owner fourteen days' written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.

(1) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Article 26, Paragraph B.

(2) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Article 27, Paragraph B.

ARTICLE 29

PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

Unless otherwise provided in the Contract Documents, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor, approved and certified by the Architect, and approved by the Owner and other authorities whose approval is required.

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a

DCM Form C-10SOV, Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be printable on 8.5" × 11" for DCM's scanning purposes and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

(1) Based on the approved Schedule of Values, each DCM Form C-10, Application and Certificate for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment. One payment application per month may be submitted. Each DCM Form C-10, Application and Certificate for Payment shall match to the penny and be accompanied by an attached DCM Form C-10SOV, Schedule of Values.

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 30. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 30 and delivered to the Owner.

(4) Four copies of DCM Form C-10, Application and Certificate for Payment containing original signatures, with each copy of DCM Form C-10 to include all attachments, shall be submitted to DCM for review following the Contractor's, Notary's, Architect's and Owner's signatures.

D. MATERIALS STORED OFF SITE

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or

Owner;

- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) 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.

E. RETAINAGE

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

F. CONTRACTOR'S CERTIFICATION

(1) Each Application for Payment shall bear the Contractor's notarized certification that, to the best of the Contractor's knowledge, information, and belief, the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner and that the current payment shown in the Application for Payment has not yet been received.

(2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Architect and Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

G. PAYMENT ESTABLISHES OWNERSHIP

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform

- exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.
- B.** Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:
- (1)** The Architect will approve and certify the Application as submitted and forward it to the Owner as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.
 - (2)** If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.
 - (3)** To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.
- C.** Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.
- D.** The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31 **PAYMENTS WITHHELD**

- A.** The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1)** Defective Work;
 - (2)** filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
 - (3)** the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
 - (4)** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - (5)** damage suffered by the Owner or another contractor caused by the Contractor, a

- Subcontractor, or anyone for whose acts they may be liable;
- (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or
 - (7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.
- B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.
- C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
- (1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.
 - (2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.
- D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32

SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, Owner, and Technical Staff of the Alabama Division of Construction Management.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.

- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

- (1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Alabama Division of Construction Management.
- (2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:
- (a) the Work, or designated portion of the Work, is accepted by the Architect, Owner, and Alabama Division of Construction Management as being ready for occupancy,
 - (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance), and
 - (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.
- (3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.
- (4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, DCM Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion. The Alabama Division of Construction Management will not sign the Certificate of Substantial Completion in the absence of the roofing guarantees.
- E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

B. BEFORE SUBSTANTIAL COMPLETION

(1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.

(2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:

(a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.

(b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).

(c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.

(d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.

(e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

ARTICLE 34
FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

(1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.

(2) Final Acceptance of the Work.

(3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.

(4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect. Architect prepares DCM Form B-13: Final Payment Checklist and forwards it to the Owner along with the final Application for Payment.

(5) Completion of an Advertisement for Completion pursuant to Paragraph C below.

(6) Delivery by the Contractor to the Owner through the Architect of DCM Form C-18: Contractor's Affidavit of Payment of Debts and Claims, and a Release of Claims, if any, and

such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.

- (7) Consent of Surety to Final Payment, if any, to Contractor. This Consent of Surety is required for projects which have Payment and Performance Bonds.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.
- (9) See Manual of Procedures Chapter 7, Section L.7 concerning reconciliation of contract time, if any.

B. FINAL ACCEPTANCE of the WORK

“Final Acceptance of the Work” shall be achieved when all “punch list” items recorded with the Certificate(s) of Substantial Completion are accounted for by either: (1) their completion or correction by the Contractor and acceptance by the Architect, Owner, and DCM Project Inspector, or (2) their resolution under Article 18, Deductions for Uncorrected Work.

C. ADVERTISEMENT for COMPLETION

(1) **If the Contract Sum is \$50,000 or less:** The Owner, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion published one time in a newspaper of general circulation, published in the county in which the Owner is located for one week, and shall require the Contractor to certify under oath that all bills have been paid in full. Final payment may be made at any time after the notice has been posted for one entire week.

(2) **If the Contract Sum is more than \$50,000:** The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion shall be made by the Contractor to the Architect by affidavit of the publisher, in duplicate, and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

D. RELEASE of CLAIMS

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

(1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

(2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.

(3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

E. EFFECT of FINAL PAYMENT

(1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

- (a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- (b) failure of the Work to comply with the requirements of the Contract Documents;
- (c) terms of warranties or indemnities required by the Contract Documents, or
- (d) latent defects.

(2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

**ARTICLE 35
CONTRACTOR'S WARRANTY**

A. GENERAL WARRANTY

The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work as defined in Article 1.

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not

completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The inspection must be scheduled with the Owner, Architect and DCM Inspector. The subsequent delivery of the Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

(1) In addition to any other roof related warranties or guarantees that may be specified in the Contract Documents, the roof and associated work shall be guaranteed by the General Contractor against leaks and defects of materials and workmanship for a period of five (5) years, starting on the Date of Substantial Completion of the Project as stated in the Certificate of Substantial Completion. This guarantee for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The guarantee for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion shall begin on the date of Final Acceptance of the Work.

(2) The "General Contractor's Roofing Guarantee" (DCM Form C-9), included in the Project Manual, shall be executed in triplicate, signed by the appropriate party and submitted to the Architect for submission with the Certificate of Substantial Completion to the Owner and the Division of Construction Management.

(3) This guarantee does not include costs which might be incurred by the General Contractor in making visits to the site requested by the Owner regarding roof problems that are due to lack of proper maintenance (keeping roof drains and/or gutters clear of debris that cause a stoppage of drainage which results in water ponding, overflowing of flashing, etc.), or damages caused by vandalism or misuse of roof areas. Should the contractor be required to return to the job to correct problems of this nature that are determined not to be related to faulty workmanship and materials in the installation of the roof, payment for actions taken by the Contractor in response to such request will be the responsibility of the Owner. A detailed written report shall be made by the General Contractor on each of these 'Service Calls' with copies to the Architect, Owner and Division of

Construction Management.

D. SPECIAL WARRANTIES

- (1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.
- (2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

E. ASSUMPTION of GUARANTEES of OTHERS

If the Contractor disturbs, alters, or damages any work guaranteed under a separate contract, thereby voiding the guarantee of that work, the Contractor shall restore the work to a condition satisfactory to the Owner and shall also guarantee it to the same extent that it was guaranteed under the separate contract.

**ARTICLE 36
INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, 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, including loss of use resulting therefrom, and is caused in whole or in part by 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 such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

- A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.
- B. This indemnification does not extend to the liability of the Architect, or the Architect's Consultants, agents, or employees, arising out of (1) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or (2) the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.
- C. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

(Provide entire Article 37 to Contractor's insurance representative.)

A. GENERAL

(1) RESPONSIBILITY. The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) INSURANCE PROVIDERS. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) NOTIFICATION ENDORSEMENT. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) INSURANCE CERTIFICATES. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or

group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
.1 General Aggregate	\$ 2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00 per Project
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

- .1 The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the

Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- .1 \$ 5,000,000 per Occurrence
- .2 \$ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

- .1 The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.
- .2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

(a) The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or
- (ii) Partial or complete occupancy by Owner; or
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

C. SUBCONTRACTORS' INSURANCE

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) ENFORCEMENT RESPONSIBILITY. The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) BUILDER'S RISK INSURANCE. The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in the Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are issued, Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

(2) PRODUCTS and COMPLETED OPERATIONS. The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(3) ALL OTHER INSURANCE. The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

E. 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 performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, 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 the 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. The waivers provided for in this paragraph shall not be applicable to loss or damage that occurs after final acceptance of the Work.

ARTICLE 38 **PERFORMANCE and PAYMENT BONDS**

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond (P&P Bonds), DCM Forms C-6 and C-7 as contained in the Project

Manual, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amount. There shall be six original P&P Bonds submitted with original signatures for each of the six contracts required. The P&P bonds must be signed either on the same day or after the construction contract date. Each P&P Bond shall have attached thereto an original power of attorney (POA) of the signing official. The POA signature date must be the same day as the P&P Bond's signature date. All signatures must be present.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

C. PAYMENT BOND

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Architect, Owner, or Alabama Division of Construction Management, whomever is recipient of the request.

D. CHANGE ORDERS

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the one-year warranty period(s) of Article 35.

ARTICLE 39
ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to

become due to the Contractor thereunder without the previous written consent of the Owner (and of the Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

ARTICLE 40
CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER’S RESERVATION of RIGHT

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance requirements and the provisions of this Article. If the Contractor considers such actions to involve delay or additional cost under this Contract, notifications and assertion of claims shall be as provided in Article 20 and Article 23.

(2) When separate contracts are awarded, the term “Contractor” in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

B. COORDINATION

Unless otherwise provided in the Contract Documents, the Owner shall be responsible for coordinating the activities of the Owner’s forces and separate contractors with the Work of the Contractor. The Contractor shall cooperate with the Owner and separate contractors, shall participate in reviewing and comparing their construction schedules relative to that of the Contractor when directed to do so, and shall make and adhere to any revisions to the construction schedule resulting from a joint review and mutual agreement.

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 40.

D. MUTUAL RESPONSIBILITY

(1) The Contractor shall reasonably accommodate the required introduction and storage of materials and equipment and performance of activities by the Owner and separate contractors and shall connect and coordinate the Contractor’s Work with theirs as required by the Contract Documents.

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor’s Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify

the Architect in writing of the condition discovered.

(3) The Contractor shall reimburse the Owner for any costs incurred by a separate contractor and payable by the Owner because of acts or omissions of the Contractor. Likewise, the Owner shall be responsible to the Contractor for any costs incurred by the Contractor because of the acts or omissions of a separate contractor.

(4) The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without the written consent of the Owner and separate contractor; such consent shall not be unreasonably withheld. Likewise, the Contractor shall not unreasonably withhold its consent allowing the Owner or a separate contractor to cut or otherwise alter the Work.

(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

ARTICLE 41

SUBCONTRACTS

A. AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Architect, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Architect, Owner, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

ARTICLE 42

ARCHITECT'S STATUS

- A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.
- B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

Subject to other provisions of the Contract Documents, the following summarizes some of the authority vested in the Architect by the Owner with respect to the Construction Contract and as further described or conditioned in other Articles of these General Conditions of the Contract.

(1) The Architect is authorized to:

- (a) approve "minor" deviations as defined in Article 9, Submittals,
- (b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
- (c) reject or require the correction of Defective Work,
- (d) require the Contractor to stop the performance of Defective Work,
- (e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
- (f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,

- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

- (1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.
- (2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.
- (3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.
- (4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

E. ARCHITECT'S DECISIONS

Decisions by the Architect shall be in writing. The Architect's decisions on matters relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents. The Architect's decisions regarding disputes arising between the Contractor and Owner shall be advisory.

**ARTICLE 43
CASH ALLOWANCES**

- A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.
- B. Unless otherwise provided in the Contract Documents:
 - (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the

- Project site and all applicable taxes, less applicable trade discounts;
- (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
 - (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.
- C. Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44

PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

- (1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.
- (2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Owner, Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

C. COMPENSATION for INCREASES

The Contractor shall be compensated for additional costs incurred because of increases in tax rates imposed after the date of receipt of bids.

D. ALABAMA IMMIGRATION LAW

Per ACT 2011-535 as codified in Title 31, Chapter 13 of the Code of Alabama, 1975, as amended:

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for

all damages resulting therefrom.

E. ALABAMA BOYCOTT LAW

Per Act 2016-312as codified in Title 41, Chapter 16, Article 1, of the Code of Alabama, 1975, as amended:

The contracting parties affirm, for the duration of the agreement, that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

F. ACCOUNTING OF SALES TAX EXEMPT PROJECTS

Per Act 2013-205 as codified in Title 40, Chapter 9, Article 1, of the Code of Alabama, 1975, as amended:

In bidding the work on a tax exempt project, the bid form shall provide an accounting for the tax savings.

ARTICLE 45
ROYALTIES, PATENTS, and COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.

ARTICLE 46
USE of the SITE

- A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner.

Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47 **CUTTING and PATCHING**

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48 **IN-PROGRESS and FINAL CLEANUP**

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

- (a) **Cleaning of all painted, enameled, stained, or baked enamel work:** Removal of all marks, stains, finger prints and splatters from such surfaces.
- (b) **Cleaning of all glass:** Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.
- (c) **Cleaning or polishing of all hardware:** Cleaning and polishing of all hardware.
- (d) **Cleaning all tile, floor finish of all kinds:** Removal of all splatters, stains, paint, dirt,

and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.

(e) Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment: Removal of all stickers, rust stains, labels, and temporary covers, and cleaning and conditioning of all manufactured articles, material, fixtures, appliances, and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

ARTICLE 49
LIQUIDATED DAMAGES

- A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
- B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
- C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.
- D. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50
USE of FOREIGN MATERIALS

- A. In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.
- B. In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.
- C. If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.
- D. This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

ARTICLE 51
PROJECT SIGN

- A. Fully locally-funded State Agency and Public Higher Education projects: DCM Form C-15: Detail of Project Sign must be included in the project manual regardless of expected bid amount. If the awarded contract sum is \$100,000.00 or more, Contractor shall furnish and erect a project sign. Other conditions besides the contract sum may warrant waiver of this requirement, but only with approval of the Technical Staff.
- B. Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner; if project sign is requested by Owner, include DCM Form C-15: Detail of Project Sign in the project manual.
- C. Partially or fully PSCA-funded projects: DCM Form C-15: Detail of Project Sign must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of the contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.

When required per the above conditions, the project sign shall be erected in a prominent location selected by the Architect and Owner and shall be maintained in good condition until completion of Work. If the Contract involves Work on multiple sites, only one project sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner. Slogan: The title of the current PSCA Act should be placed on the project sign of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

FINAL PAYMENT CHECKLIST (FPC)

To be completed by the Architect/Engineer and submitted to DCM for review; applicable only to state agencies, partially or fully PSCA-funded and other bond-funded projects. Four copies of the FPC are required. Each copy of the FPC shall include all attachments including the Contractor's Application for Final Payment.

(For further guidance refer to Article 34/Final Payment of DCM Form C-8: General Conditions of the Contract.)

PROJECT:		DCM (BC) No. _____ PSCA No. _____ <div style="text-align: right; font-size: small;">(If applicable)</div>
YES	N/A	Select "YES" or "N/A" as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	Application and Certificate for Final Payment, DCM Form C-10: Attach one copy to FPC. The application must include original signatures of all parties and include all application attachments.
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Substantial Completion, DCM Form C-13: Attach one fully-executed copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Advertisement for Completion, DCM Form C-14: Attach one copy of the affidavit of publication (including the advertisement) to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Affidavit of Payment of Debts & Claims, DCM Form C-18: Attach one copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Affidavit of Release of Liens, if required by Owner, DCM Form C-19: Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Consent of Surety to Final Payment, if any, To Contractor, DCM Form C-20: Consent is required for projects with P&P Bonds. Original has been delivered to Owner. Attach one copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	General Contractor's Roofing Guarantee, DCM Form C-9, and Other Specified Roofing Guarantees, if any: Attached to Certificate of Substantial Completion.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's One-Year Warranty: Original has been delivered to the Owner. Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Other Warranties: All other specified original warranties has been delivered to the Owner. Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Record Documents: Specified "As-built" plans and specifications have been delivered to the Owner.
<input type="checkbox"/>	<input type="checkbox"/>	O & M Manuals: Specified instructions and O&M Manuals have been delivered to the Owner.
<input type="checkbox"/>	<input type="checkbox"/>	Time Extension: Over-run of Contract Time has been reconciled by: <input type="checkbox"/> Change Order <input type="checkbox"/> Liquidated Damages <input type="checkbox"/> Attached explanation
<input type="checkbox"/>	<input type="checkbox"/>	Additional Documents or Explanations which are attached:
Submitted By: _____ <div style="text-align: center; font-size: small;">Architectural / Engineering Firm</div> <div style="display: flex; justify-content: space-between; font-size: small;"> _____ _____ _____ </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Signature Printed Name and Title Date </div>		

Final Reconciliation of Fees: Between the final change order execution and the year-end inspection, report the final project cost to <https://appengine.egov.com/apps/al/dcm-fees> (back-up is not needed unless requested by DCM). DCM will then email a Final Reconciliation of Fees Statement to the Owner. If the Final Statement shows a net payment is owed to DCM, that amount must be paid prior to scheduling the year-end inspection. If the Final Statement shows a net refund is owed then a check will be mailed to the Owner.

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State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



ALABAMA DEPARTMENT OF FINANCE REAL PROPERTY MANAGEMENT Division of Construction Management

www.dcm.alabama.gov, 334-242-4082, inspections@realproperty.alabama.gov

Revised August 2021

Department Use Only
Invoice # _____
Date Paid _____
Confirmation # _____

PERMIT FEE & PERMIT RE-INSPECTION FEE CALCULATION WORKSHEET

DCM (BC) # _____	Date _____
Project Name; Owner/Architect/Engineer Project # & Phase/Package # _____	
Owner Entity Name _____	
Architect/Engineer Firm Name _____	
Contractor Company Name _____	
Select only ONE of the following:	
<input type="checkbox"/> Basic Permit Fee. Fee is based on awarded contract sum.	<input type="checkbox"/> ACCS Storm Shelter Permit Fee. AL Community College System (ACCS) storm shelter-related projects started after 07/31/21: Fee is based on total cost estimate of storm shelter (not just fortification upcharge), utilities connecting to storm shelter, and means of egress (including exit passageways/corridors, exit, exit discharges).
<input type="checkbox"/> Permit Re-Inspection Flat Fee.	
Awarded Contract Sum, or ACCS Storm Shelter Area Estimate: _____	
Email address(es) for Payment Receipt: _____	

BASIC PERMIT FEE CALCULATION:

Awarded Contract Sum or ACCS Storm Shelter Area Estimate is less than \$1,000: N/A

Awarded Contract Sum or ACCS Storm Shelter Area Estimate is \$1,001 - \$50,000:

Contract Sum or Shelter Estimate less \$1,000= _____ /1,000 x \$5.00= _____ +\$15.00= _____

Awarded Contract Sum or ACCS Storm Shelter Area Estimate is \$50,001 - \$100,000:

Contract Sum or Shelter Estimate less \$50,000= _____ /1,000 x \$4.00= _____ +\$260.00= _____

Awarded Contract Sum or ACCS Storm Shelter Area Estimate is \$100,001 - \$500,000:

Contract Sum or Shelter Estimate less \$100,000= _____ /1,000 x \$3.00= _____ +\$460.00= _____

Awarded Contract Sum or ACCS Storm Shelter Area Estimate is \$500,001 and up:

Contract Sum or Shelter Estimate less \$500,000= _____ /1,000 x \$2.00= _____ +\$1,660.00= _____

PERMIT RE-INSPECTION FEE:

Flat fee of \$1,500.00 per occurrence

TOTAL DUE: _____

Basic Permit Fee: Covers all required pre-construction conferences, construction inspections and certificate of substantial completion issuance by the DCM Inspector. This fee is due when a construction contract or self-performance letter is received by DCM and must be paid before the required Pre-Construction Conference is scheduled with the DCM Inspector.

ACCS Storm Shelter Permit Fee: Covers all required storm shelter pre-construction meetings and construction inspections by the DCM Inspector. This fee is due when a copy of the construction contract and Notice-to-Proceed is received by DCM and must be paid before the required Storm Shelter Pre-Construction Meeting is scheduled with the DCM Inspector.

Permit Re-Inspection Fee: May be charged if (A) the contractor has not completed the work required for the particular inspection as detailed in DCM Form B-8: Pre-Construction Conference Checklist, or (B) the inspection is canceled or rescheduled without the required minimum 48 hours notice to all parties.

Make check payable to: "Finance - Construction Management," include the DCM (BC) Project # on the check and attach the fee worksheet. Mail payment to: Finance - Construction Management, P.O. Box 301150, Montgomery, AL 36130-1150.

State agency inter-fund transfer and payments using Public School and College Authority (PSCA) funds: contact Jennie Jones at 334-242-4808 or jennie.jones@realproperty.alabama.gov.

Fees may be paid online at www.dcm.alabama.gov (in which case a completed fee worksheet is not required).

The Basic Permit Fee **and ACCS Storm Shelter Permit Fee** is subject to Final Reconciliation of Fees at the end of construction.

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**ALABAMA DEPARTMENT OF FINANCE
REAL PROPERTY MANAGEMENT
Division of Construction Management**

Revised January 2020

Department Use Only

Invoice # _____

Date Paid _____

Confirmation # _____

CONTRACT DOCUMENT ADMINISTRATION (CDA) FEE CALCULATION WORKSHEET

DCM (BC) # _____ Date _____

Project Name; Owner/Architect/Engineer Project # & Phase/Package # _____

Owner Entity Name _____

BASIC CONTRACT DOCUMENT ADMINISTRATION FEE:

Complete one of the following columns:

CDA Fee-Owner/Architect/Engineer Agreement

Architect/Engineer Firm Name: _____

Construction Project Budget Only: _____

CDA Fee-Construction Contract

Construction Company Name: _____

Construction Contract Sum: _____

FEE CALCULATION: Total CDA Fee: _____ x 0.5% = _____
(estimated construction cost) (total CDA fee amount)

CDA Fee-OA: _____ x 0.25% = _____
(construction project budget) (fee amount)

CDA Fee-CC: _____ x 0.25% = _____
(construction contract sum) (fee amount)

FEE AMOUNT CURRENTLY DUE: _____

ADDITIONAL REVISED CONTRACT DOCUMENT FEE:

Flat fee of \$200.00 per occurrence.

TOTAL DUE: _____

The Basic Contract Document Administration (CDA) Fee applies to contracts administered by DCM and must be paid before the associated contract is DCM reviewed. In general, this fee covers review of the Owner/Architect/Engineer Agreements and Construction Contracts for state agency projects, Alabama Community College System projects and PSCA-funded and other bond-funded projects for K-12 public schools and universities and the related amendments, change orders, service invoices and pay requests. This fee does not apply to locally funded K-12 public schools or university projects. The Basic CDA Fee covers review of the original submitted document and one revision.

The total basic CDA fee is 1/2 of 1% of the total construction cost, due in two parts:

1/4 of 1% (.25%) of the Project Budget for administration of the Owner/Architect Agreement.

1/4 of 1% (.25%) of the Construction Contract Amount for administration of the Construction Contract.

CDA Fee-OA Exception: Open-End Owner/Architect/Engineer Agreements have no specific project sum at inception; therefore a CDA Fee-OA cannot initially be determined. Because one of the purposes of this type of Agreement is to aggregate services for multiple smaller projects, the CDA Fee-OA associated with Open-End Agreements is billed annually with a year-end of June 30th. The CDA Fee-CC for a Construction Contract of an Open-End project is still due when the contract is submitted to DCM.

Fee may be paid online at www.dcm.alabama.gov or paid with a physical check. Make check payable to: "Finance - Construction Management", include the DCM (BC) Project #, if assigned, on the check and attach the fee worksheet. Mail payment to: Finance - Construction Management, P.O. Box 301150, Montgomery, AL 36130-1150.

State agency inter-fund transfer: contact Jennie Jones at 334-242-4808 or jennie.jones@realproperty.alabama.gov.

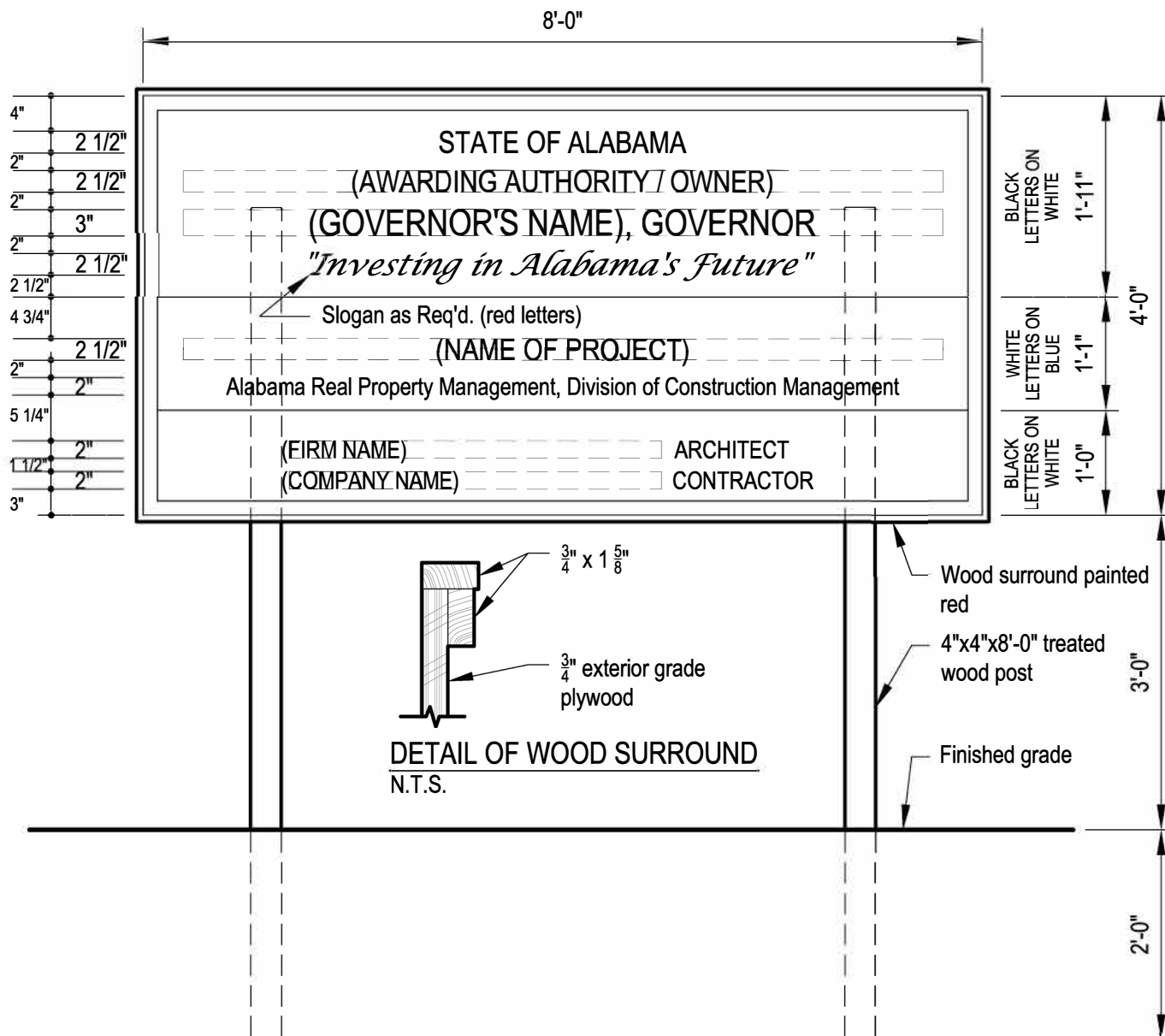
The Basic Contract Document Administration Fee is subject to the Final Reconciliation of Fees at the close of construction.

Additional Revised Contract Document Fee: When more than one revision is required, an additional fee of \$200.00 will be charged to the design professional for each additional submittal until the document is executed. Contract documents subject to this fee include, but are not limited to, the following: Owner/Architect Agreements, Amendments, Statements for Services, Construction Contracts, Change Orders, Payment Applications and Certificates of Substantial Completion.

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DETAIL OF PROJECT SIGN

N.T.S.



Notes:

1. Fully locally-funded State Agency, Public University and ACCS projects: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is \$100,000.00 or more, Contractor shall furnish and erect a project sign.
Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner, if project sign is requested by Owner, include DCM Form C-15 in the project manual.
Partially or fully PSCA-funded projects: DCM Form C-15 must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.
2. Sign to be constructed of 3/4" exterior grade plywood.
3. Paint with two coats best grade exterior paint before letters are painted. Option: In lieu of painted lettering on plywood, a corrugated plastic sign (displaying the same lettering, layout and colors as above) may be secured directly to the unpainted exterior grade plywood.
4. Sign shall be placed in a prominent location and easily readable from existing street or roadway.
5. Sign shall be maintained in good condition until project completion.
6. Slogan: Act 2020-167's title *"Investing In Alabama's Future"* should be placed on the project signs of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

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Kay Ivey
Governor

Bill Poole
Director of Finance

STATE OF ALABAMA
DEPARTMENT OF FINANCE
REAL PROPERTY MANAGEMENT
Division of Construction Management

P.O. Box 301150, Montgomery, AL 36130-1150
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Mickey Allen
Assistant Finance Director
Real Property Management

Frank Barnes, Director
Construction Management

E-Verify Memorandum of Understanding

Instructions for inclusion in project manuals.

Per DCM's May 29, 2012 bulletin *Guidance on Act 2012-491 Amending the Alabama Immigration Law*: "Contractors (including architects and engineers) will ... be required to enroll in the E-Verify program and to provide documentation of enrollment in the E-Verify program with their contracts or agreements."

Upon completing enrollment in the E-Verify program available at <https://www.e-verify.gov/employers/enrolling-in-e-verify>, an E-Verify Memorandum of Understanding (MOU) is issued to the enrolled business. The same E-Verify MOU can be repeatedly used until any information in the business's E-Verify user profile is updated, at which time E-Verify updates the printable Company Information section of the MOU, while the original signatory information remains the same. Typically, an E-Verify MOU is 13-18 pages long depending on business type and number of employees.

DCM requires a copy of the entire current E-Verify MOU document including the completed Department of Homeland Security – Verification Division section (with name, signature and date included) to be submitted as an attachment to each Construction Contract original and to each Agreement Between Owner and Architect original.

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SECTION 01 11 00**SUMMARY OF WORK****PART 1 – GENERAL****1.1 RELATED DOCUMENTS AND GENERAL INFORMATION**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 PROJECT/WORK IDENTIFICATION:

- A. General: Project name is WATER MAIN & PARKING LOT IMPROVEMENTS, Huntsville, Alabama, for Alabama A&M University; as shown on the Contract Documents prepared by Charles Williams & Associates, Inc., dated November 9, 2020.
- B. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated in the Contract Documents, in Base Bid and any alternates, include but are not necessarily limited to the following:
- C. Coordination of the Work of the entire project.
- D. Coordination and cooperation with other contractors working on the site.
- E. New mechanical and electrical systems, and all related work.
- F. New building fire protection / sprinkler system.
- G. Site maintenance.
- H. Construction of a new steel framed building with masonry and precast veneer on metal stud framing above ground. Metal stud interior partitions typical.
- I. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions (if any), the Project Manual, Technical Specification Sections, Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual and the Drawings, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the Work of the Contract is also unavoidably affected or

influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the contract documents.

- J. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the Work of the Contract can be summarized as follows:

1. Refer to Paragraph 1.2-B above.

1.3 CONTRACTOR USE OF PREMISES:

- A. General: During the construction period the Contractor shall have use of the premises for construction operations, as shown on the Drawings.

1. Limitations of use of the site:

- a. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to applicable rules and regulations affecting the work while engaged in project construction. See site plan for egress and ingress to site, or if not indicated, same shall be as designated by the Owner.
- b. Keep existing public roads, driveways and entrances serving the premises clear and available at all times. Do not use these areas for parking or storage of materials. Remove dirt, mud, debris, etc., from site, sidewalks, streets, and public right-of-way as it occurs.
- c. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site in a fully bonded and insured facility acceptable to the Owner, with all items stored clearly identified as being assigned to this project.
- d. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running, or the ignition key in place.
- e. The Owner, and their representatives, the Architect and their Consultants, as well as authorities having jurisdiction will require site accessibility for inspections, observations, and perhaps other purposes, related to the planned new construction. The Contractor shall assist in such accessibility, to at least the point of providing and maintaining reasonably accessible dry paths to work in progress.

- f. Provide secure temporary barricades, fencing, etc., as indicated or otherwise required, to restrict pedestrian and vehicular traffic from construction operations, including in part, Owner's staff, the public, children, and users of the immediately adjacent facilities. Fencing from Demolition project proceeding the construction project will be left in place to be changed over to awarded Contractor's responsibility.
- g. Minimum construction fencing required (if any) shall be at locations indicated on the Drawings, or if not indicated, as required by the Contractor and with gates as required by the Contractor and/or authorities having jurisdiction, and all related safety and warning signs, etc. Removal of any temporary fencing, refilling post holes, etc., shall also be the responsibility of the Contractor.
- h. Construction operations shall not affect in any manner, the on-going operations of the Owner, immediately adjacent facilities, adjacent property owners or businesses, or others. Refer to Division 1 Section "Special Conditions" for additional information and requirements regarding coordination with Owner's activities.
- i. Construction equipment shall not come in contact with or swing over existing facilities to remain, public areas, occupied buildings, rights-of-ways, etc., which are to remain.
- j. The Contractor and their employees shall limit any discussion of the Work of this project to the Owner's representatives named in the front of this Project Manual, Consultants employed, inspecting authorities with jurisdiction, and the Architect. In no instance shall this project be discussed with others, except as may otherwise be indicated herein.
- k. Parking on-site, if any, shall be limited to the "staging areas" indicated on the Drawings, or if not indicated, as mutually agreed between the Owner, Architect, and Contractor at the Pre-Construction Conference.
- l. Smoking or other use of tobacco products shall not be permitted within the Owner's facilities or on roofs.
- m. The use or presence of alcohol and/or other debilitating substances shall not be permitted on the project site.
- n. Firearms and/or other weapons shall not be permitted on the project site.

END OF SECTION 01 11 00

SECTION 01 21 00**ALLOWANCES****PART 1 – GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Division-1 Specification sections, apply to work of this section.
 - 1. Coordinate allowance work with related work to ensure that it is completely integrated and interfaced with related work.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.
- B. Types of allowances scheduled herein for the work included the following:
 - 1. Lump sum allowances.
- C. Selection and Purchase:
 - 1. At earliest feasible date after award of Contract, advise Architect/Engineer of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.
 - 2. As requested by the Architect/Engineer, obtain and submit proposals for the work of each allowance for use in making final selections; include recommendations for selection which are relevant to the proper performance of the work.
 - 3. Purchase products and systems as specified, and as selected (in writing) by the Architect/Engineer.
 - 4. Submit proposals and recommendations, for purchase of products or systems of allowances, in form specified for change orders.
- D. Change Order Data: Include in each change order proposal both the quantities of products being purchased and unit costs, along with total amount of purchases to be made. Where requested, furnish survey-of-

requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, amounts of applicable trade discounts, and other relevant details as requested by the Architect.

1. Each change order amount for allowances shall be based on the unit price difference between the actual purchase amount and the allowance, multiplied by the final measure or count of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
2. Include 10% overhead and profit separately, in the Contractor's Base Bid, and not as part of Allowances.
3. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.

E. Change Order Mark-Up:

1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.

F. Time and Allowance Amounts:

1. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
2. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefore to be retained by or paid to the Contractor.
 - a. Amount of unused allowances being returned shall include unused amount plus a minimum of 5% overhead and profit.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

3.1 SCHEDULE OF ALLOWANCES:

A. Allowance No. 1 – Contingency Allowance:

1. Allow a lump sum of **\$200,000.00** for additional work, as directed by the Architect and Owner, including purchase, any applicable taxes and fees, and all related costs.
2. Include overhead and profit of at least 5% in Base Bid, and not as part of Allowance.

B. Allowance No. 2 – Aid to Construction- Master Water Meter:

1. Allowance Amount: **\$35,000.00**
2. Include overhead and profit of at least 5% in Base Bid, and not as part of Allowance.

C. Allowance No. 3 – Electrical conduit and wiring for Light poles:

1. Allowance Amount: **\$10,000.00**
2. Include overhead and profit of at least 5% in Base Bid, and not as part of Allowance.
3. Base Bid will include all necessary elements of pole installation other than the conduit and wiring in this allowance. Photometric design will not be required.

END OF SECTION 01 21 00

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SECTION 01 22 00**UNIT PRICES****PART 1 – GENERAL****1.1 SUMMARY**

A. This section specifies administrative and procedural requirement for unit prices.

1. A unit price is an amount proposed by Bidders, as a price per unit of measurement for materials and/or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased, in accordance the General Conditions and/or other provisions of the Bid and Contract Documents.
2. Unit prices shall include all necessary material, labor, fees, layout, supervision (field and home office), general expenses, insurance, bonds, overhead, profit and applicable taxes, for unit item of work in place.
3. Refer to other Division 1 Sections and individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of approval, verification, measurement and payment for unit prices are specified in those sections.

B. Related work specified elsewhere includes:

1. Division 1
2. Division 31, 32, and 33

C. Schedule:

1. A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.
2. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

PART 2 – PRODUCTS

2.1 Not Applicable.

PART 3 – EXECUTION

3.1 ITEMIZED UNIT PRICE SCHEDULE:

A. Item No. 1 – Mass Earth Excavation:

1. Description: Remove unsuitable earth, and legally dispose of off-site, including earth not needed, or not suitable for reuse, encountered in open excavations, in accordance with Section 31 20 00 - "Earth Moving".
2. Unit of Measure: Cubic yard (CY) of earth excavated.

B. Item No. 2 – Trench Earth Excavation:

1. Description: Remove unsuitable earth, and legally dispose of off-site, including earth not needed, or not suitable for reuse, encountered in trenches, in accordance with Section 31 20 00 - "Earth Moving".
2. Unit of Measure: Cubic yard (CY) of earth excavated.

C. Item No. 3 – Hand Earth Excavation:

1. Description: Remove unsuitable earth, and legally dispose of off-site, including earth not needed or not suitable for reuse, which must be excavated by hand, in accordance with Section 31 20 00 - "Earth Moving".
2. Unit of Measure: Cubic yard (CY) of earth excavated.

D. Item No. 4 – Additional Soil:

1. Item No. 4a - Topsoil:

- a. Description: Provide additional topsoil from offsite locations, in accordance with Section 31 20 00 "Earth Moving", and applicable portions of other sections.
- b. Unit of Measure: Cubic yard (CY) of topsoil, in place.

2. Item No. 4b - General or Open Site Areas:

- a. Description: Provide acceptable earth fill in general or open site areas, compacted to meet requirements specified for the affected area, in accordance with Section 31 20 00 "Earth Moving."
- b. Unit of Measure: Cubic yard (CY) of fill, compacted in place.

3. Item No. 4c - Trench Backfill:
 - a. Description: Provide acceptable backfill in trenches, compacted to meet requirements specified for the affected area, in accordance with Section 31 20 00 "Earth Moving."
 - b. Unit of Measure: Cubic yard (CY) of backfill, compacted in place.
4. Item No. 4d - Select Fill:
 - a. Description: Provide acceptable select fill obtained from offsite locations, compacted to meet the requirements specified for the affected area, in accordance with Section 31 20 00 "Earth Moving."
 - b. Unit of Measure: Cubic Yard (CY) of fill, compacted in place.
- E. Item No. 5 – Rock, Masonry, or Concrete Excavation in Trenches and Pits:
 1. Description: Remove rock, masonry, and/or concrete encountered in trenches and pits, below elevations indicated, and legally dispose of offsite, in accordance with Section 31 20 00 "Earth Moving".
 2. Unit of Measure: Cubic Yard (CY) of rock, masonry, or concrete excavated.
- F. Item No. 6 – Rock, Masonry, or Concrete Excavation in Open Excavation:
 1. Description: Remove rock, masonry, and/or concrete encountered in open excavations, below elevations indicated, and legally dispose of off-site, in accordance with Section 31 20 00 - Earth Moving".
 2. Unit of Measure: Cubic Yard (CY) of rock, masonry, or concrete excavated.
- G. Item No. 7 – Sod:
 1. Description: Provide additional sod as directed, including fine grading, soil amendments, fertilizers, sod, maintenance, etc., as specified in Division 32.
 2. Unit of Measure: Square yard (SY) of sod, in place.
- H. Item No. 8 – Crushed Stone.
 1. Description: Provide additional crushed stone, ALDOT 825B or approved equal, as directed by the Owner's Geotechnical Engineer.
 2. Unit of Measure: Ton (TN) of crushed stone in place.
- I. Item No. 9 – Concrete Sidewalk.

1. Description: Install concrete sidewalk not otherwise shown on drawings, in location directed by Architect.
 2. Unit of Measure: Square Foot (SF) of sidewalk installed.
- J. Item No. 10 – Curb & Gutter Replacement
1. Description: Remove existing curb & gutter and install curb & gutter matching existing profile, not otherwise shown on the drawings, in locations directed by Architect.
 2. Unit of Measure: Linear Foot (LF)

END OF SECTION 01 22 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.2 SUMMARY:

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. 01 60 00 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, that may or may not involve an adjustment to the Contract Sum or the Contract Time, as an Architect's Supplemental Instructions, "ASI".

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time in the form of an ASI. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. ASIs issued by Architect, if adjustments to contract sum or contract time are involved, are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in ASI after receipt of ASI, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision, broken up by hour, directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Include data as needed to validate material costs
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect. Coordination and cooperation with other contractors working on the site.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision, broken up by hour, directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in 01 60 00 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Change Order, Architect will issue a Change Order for signatures as required.

1.6 FORCE ACCOUNT

- A. A. Force Account: Architect may issue a change under the rules of Force Account at any time. A Force Account instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The rules of "Force Account" are covered in the General Conditions of the contract.

END OF SECTION 01 26 00

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SECTION 01 26 20**WEATHER DELAYS****PART 1-GENERAL****1.1 EXTENSIONS OF CONTRACT TIME**

- A. If the basis exists for an extension of time in accordance with Article 23 of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.
- B. Approved weather delay days will be accumulated and reconciled at the end of the project.

1.2 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The owner has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Alabama.
- B. Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the work and is not eligible for extension of contract time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
12	11	8	7	7	6	7	5	4	5	6	11	89

1.3 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
1. precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure

2. temperatures which do not rise above 32 degrees F by 10:00 a.m.
 3. temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified
 5. standing snow in excess of one inch (1.00")
- C. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
1. for rain days above the standard baseline;
 2. only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and,
 3. at a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Architect.
- D. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.
- E. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

1.4 DOCUMENTATION AND SUBMITTALS

A. WEATHER DELAY REPORT:

1. Use a copy of Section 01 26 20 as a Weather Delay Report, indicating for each calendar month the days on which construction activity affecting the critical path of the Work was prevented by weather conditions.
2. Indicate the measurement of precipitation, and in the column for the cause: temperature, wind, or other influencing factors.

3. Describe the construction activity that was scheduled, on the critical path, and delayed.
 4. At the end of the month, add up the number of days delay, subtract the baseline number given in this Section, and show the resulting claimable days in excess of baseline.
 5. Submit a copy of the completed report with the next application for payment. Reports submitted with applications for payment do not constitute a claim or preliminary claim for extension of time.
 6. A copy of the report is required each month, even if there are no days in excess of the baseline. This is for record keeping purposes.
- B. When making a claim for a time extension based on weather delay(s):
1. Submit a copy of all reports completed since the last month for which a time extension was previously claim, or the commencement of Work if no previous claim, through the last month for which delay is being claimed. Claims for time extension based upon weather delays are unjustified if a submitted report does not corroborate the claim or if no report was submitted when it was required with an application for payment.
 2. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
 3. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Architect at beginning of project.
 4. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Article 12 of the General Conditions, and the applicable General Requirements.
 5. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the provisions of Articles 23 of the General Conditions, and the applicable General Requirements.

SECTION 01 26 25

WEATHER DELAY REPORT

Month and Year reported Below			CWA Project Number and Project Name
Date	Check box if applicable	Weather Conditions Causing Delay	Work Scheduled on critical path for this day that was delayed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
		Total Number of Days this Month with Delay Due to Weather	
		Baseline Number from Section 01 26 20	
		Total - Baseline = Claimable Days	

END OF SECTION 01 26 20

SECTION 01 31 00**PROJECT MANAGEMENT AND COORDINATION****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.2 SUMMARY:

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings
 - 2. Administrative and supervisory personnel
 - 3. Project meetings
 - 4. Requests for Interpretation (RFIs)
- B. Related Sections include the following:
 - 1. Division 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 70 00 "Execution and Closeout Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.
 - 4. Division 01 31 00 "Project Management Communications" for additional project team communication requirements for this project.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 3. Format: Shop Drawings are to be submitted through the FTP site. For submittals requiring an actual hard copy to be reviewed: Submit three opaque copies of each submittal in a drawing format. Architect will return one copy.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned to Contractor who shall mark up all three copies of drawings as required, and to establish a Project Record document. Contractor shall submit two of the marked-up copies with his close out document's submittal.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers.
 1. Post copies of list in Project meeting room and in temporary field office. Keep list current at all times.
 2. **"Include resumes for key project personnel with list of completed projects, including Name, Location, Square Footage, Cost, and Duration for Project Manager and Superintendent."**

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three working days of the meeting.
 4. Schedule a preconstruction conference before starting construction, at a time convenient to the Architect, Owner, and Building Commission Inspector.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Building Commission Inspector; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Distribution of the Contract Documents.
 - i. Submittal procedures.
 - j. Preparation of Record Documents.
 - k. Use of the premises and existing building.
 - l. Work restrictions.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Parking availability.
 - p. Office, work, and storage areas.
 - q. Equipment deliveries and priorities.
 - r. First aid.
 - s. Security.
 - t. Progress cleaning.
 - u. Working hours.
 - v. Phasing.
- C. Minutes: Architect will record and distribute meeting minutes from the Pre-Construction Meeting.

- D. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - C. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.

- r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Progress Meetings: Conduct progress meetings at bi-weekly intervals, subject to change at the discretion of the Owner or Owner's representative. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

Contractor and major subcontractors to submit and review 2 week look ahead schedules.

- 1) Review schedule for next period.
 - a. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. The pre-work conference is intended to clarify application requirements and what work should be completed before roofing operations can begin. This would include a detailed review of the Architect's specifications, the roof plans, roof decking, flashing details, as well as any required clarification of architectural specifications in relation of the manufacturer's specification.

Any conflict or incompatibility between the architectural specifications and the manufacturer's specification must be resolved.

- G. If this pre-work conference cannot be satisfactorily concluded without further inspection and investigation by any of the parties present, it shall be reconvened at the earliest possible time to avoid delay of the work. In no case should the work proceed without inspection of all roof deck areas and substantial agreement on all points.
- H. The Architect will prepare a written report indicating actions taken and decisions made at this pre-work conference. This report will be made a part of the job record and copies will be forwarded to the General Contractor and the Owner. The Contractor shall forward copies to his subcontractors, manufacturers, and suppliers as named above.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - 3. RFI's to be submitted electronically through E-Builder only. Correspondence to copy Architect and Owner.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.

9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Architect's Action: Architect will review each RFI, determine action required, and return it. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log for Architect's review each month at least one work day prior to the monthly meeting. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work (ASI), Force Account, and Change Order Proposal Request (COR), as appropriate.

END OF SECTION 01 31 00

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SECTION 01 32 00**CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.
- B. Related Sections include the following:
 - 1. Division 01 31 00 "Project Management and Coordination" for submitting the Schedule of Values.
 - 2. Division 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 01 33 00 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 01 40 00 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Daily Construction Reports: N/A
- D. Photographic Documentation required with each Payment Application
 - 1. Major work progress since previous Payment Application
 - 2. Drone photos since previous Payment Application
- E. Material Location Reports: Submit two copies at monthly intervals.
- F. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- G. Special Reports: Submit two copies at time of unusual event.

1.4 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 31 00 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Verify availability of qualified personnel needed to develop and update schedule.

2. Discuss any constraints.
3. Review time required for review of submittals and resubmittals.
4. Review requirements for tests and inspections by independent testing and inspecting agencies.
5. Review time required for completion and startup procedures.
6. Review and finalize list of construction activities to be included in schedule.
7. Review submittal requirements and procedures.
8. Review procedures for updating schedule.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 – PRODUCTS

2.1 SUBMITTALS SCHEDULE

Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Initial Submittal: Include submittals required during the first 60 days from the notice to proceed. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than 14 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

Constraints: Include constraints and work restrictions, if any, and show how the

sequence of the Work is affected.

Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to **Division 1 Section "Payment Procedures"** for cost reporting and payment procedures.
2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be broken down within principal contracts in amounts typically not greater than \$30,000, but in no case greater than 5 percent of the Contract Sum.
3. Each activity cost shall reflect an accurate value subject to approval by Architect.
4. Total cost assigned to activities shall equal the total Contract Sum.

Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the time effect, if any, of the proposed change on the overall project schedule.

CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

General: Prepare network diagrams using AON (activity-on-node) format.

Preliminary Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.

Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the Schedule of Values).

Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.

3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

REPORTS

Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request For Interpretation (RFI). Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

SPECIAL REPORTS

General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 – EXECUTION**CONTRACTOR'S CONSTRUCTION SCHEDULE**

Contractor must employ skilled personnel with experience in scheduling and reporting techniques or must employ a scheduling consultant. Submit qualifications and examples of previous scheduling for evaluation (and approval) by the Architect.

Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule three (3) work days before each regularly scheduled progress meeting or Contractor may update schedule at the monthly progress meeting.

1. The revised schedule should be updated immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting, no later than three days after the progress meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, e-Builder, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

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SECTION 01 33 00**SUBMITTAL PROCEDURES****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 31 00 "Project Management and Coordination" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 40 00 "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 77 00 "Closeout Procedures" for submitting warranties.
 - 6. Division 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 7. Division 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Divisions 2 through 32 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: This job was prepared with CAD for all site and landscape components. Cad files will be made available upon request to the awarded General Contractor. A liability form must be signed and returned prior to delivery of the electronic files. These will be provided to the General Contractor only, for use and distribution as required.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals. **The Architect prefers electronic submittals for shop drawings. Contractor's review stamp still required on each submittal prior to review.**
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings. Provide another area of this same size for the Architect to affix his stamp. Stamp includes the following four categories: Reviewed, Furnish as Noted, Rejected, Revise and Resubmit; the Architect will mark one or more of these categories and return submittal to Contractor.
3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000-01). Resubmittals shall include an alphabetic suffix after the sequence number (e.g., 061000-01R1 (R2, R3 etc. if necessary).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

Deviations: Encircle or otherwise specifically identify deviations and list the deviations from the Contract Documents on submittals and list the deviations on the transmittal form accompanying submittal.

Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use AIA Document G810 or equivalent with at least the following information.

- a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "Reviewed" or "Furnished as Noted".

Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Make Corrections Noted".

PART 2 – PRODUCTS**ACTION SUBMITTALS**

General: Prepare and submit Action Submittals required by individual Specification Sections.

Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.

5. Number of Copies: Submit one copy electronically of Product Data, unless otherwise indicated. Architect will return marked up file upon completed review.

Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
3. Number of Copies:

- a. Submit 1 (one) electronic copy of each original drawing submittal (specifically prepared for the project). Do not include MSDS documentation in any submittal. Architect will retain one (1) marked-up copy for his records and will return one (1) marked-up copy to the Contractor. One (1) set will go to the Owner.
- b. Submit 1 (one) electronic copy (bound in single file) of hardware submittals, fixture schedules, manufacturers' data and all other submittals that have been prepared in an 11 inch by 17 inch or smaller format. The Architect will return 1 (one) reviewed set to the Contractor and copy of file to Owner
- 1) Upon receipt of his marked-up shop drawings/submittals, the Contractor shall make as many copies for distribution as he deems necessary, however he shall retain one copy to mark-up further to show any and all construction changes that modify the submittal in any form. This document(s) shall be turned over to the Owner at the end of the Project along with the Record Documents.

Color code: On all shop drawings submittals, schedules, etc., the Contractor's marks shall be in red, the Architect's in green and the Engineer's (if any involved) in blue. All comments shall be initialed by a responsible party within each organization.

Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set and one will be returned. Mark up returned Sample set as a Project Record Sample.
 - 1) Construct a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

INFORMATIONAL SUBMITTALS

General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit one electronic copy of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."

Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating

a product or equipment. Include name of product and name, address, and telephone number of manufacturers. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

Manufacturer's Field Reports: Prepare written information documenting factory authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

DELEGATED DESIGN

Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit one copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 – EXECUTION**CONTRACTOR'S REVIEW**

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

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

ARCHITECT'S ACTION

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

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

1. REVIEWED–Indicates that reviewed submittal is satisfactory.
2. REJECTED–Indicates submittal is not satisfactory and another properly prepared submittal of same or another product must be prepared and resubmitted.
3. MAKE CORRECTIONS AS NOTED–Indicates submittal is satisfactory if the changes, modifications, notes, etc. marked by the Architect are made a part of the submittal.
4. REVISE AND RESUBMIT–Indicates although parts of the submittal are satisfactory, there are enough significant modifications that must be made to require the Contractor, subcontractor, supplier, and/or manufacturer to provide additional essential information to his submittal and then resubmit it to the Architect.

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

Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

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

END OF SECTION 01 33 00

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SECTION 01 40 00

QUALITY REQUIREMENTSPART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Owner's Representative and/or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Special Conditions" for additional information and requirements regarding testing and inspecting allowances.
 - 2. Section 01 73 29 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Section 01 91 13 "General Commissioning Requirements" for additional information and requirements in support of Commissioning.

4. Divisions 2 through 32 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect, Owner or Owner's Representative.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards and other standards and requirements indicated.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 1. Note: Owner's Testing Agency (or similar verbiage) shall refer to testing agency or laboratory selected and employed by the Owner.

- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of ten verifiable previous projects similar in size and scope to this Project (except where other specific requirements are indicated); being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding, with a copy to the Owner's Representative.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding, with a copy to the Owner's Representative.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.

2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional

settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work. Include copies in Closeout and Record Documents binders.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual verifiably experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a verifiable record of successful in-service performance.
- C. Manufacturer Qualifications: A firm verifiably experienced in manufacturing products or systems similar to those indicated for this Project and with a verifiable record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm verifiably experienced in producing products similar to those indicated for this Project and with a verifiable record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is verifiably experienced in providing engineering and design services of the kind indicated. Engineering services are defined as those performed for design, installations of the system, assembly, or product, that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized and verifiably experienced experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the verifiable experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is verifiably trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; Do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to the Owner's Representative, applicable Engineer or Consultant, and the Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Owner's Representative.
 2. Notify Architect and Owner's Representative at least 7 days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's and Owner's Representative's approval of mockups before starting work, fabrication, or construction.
 - a. Allow 7 days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups (if any required): Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 2 through 16.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made by the Owner, separate from the Contract.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
 4. Refer to Division 1 Section "Special Conditions", General Conditions and individual specifications Sections for additional information and requirements.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services

specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies as early as possible, but no less than 48 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate to the Architect, of each quality-control service, with copies to the Owner's Representative and the appropriate Engineer and Consultant.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Special Conditions" and as specified herein for all other documentation.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, Owner's Representative, and Contractor in performance of duties. Provide verifiably qualified personnel to perform required tests and inspections.
1. Notify Architect, Owner's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor, with copies to the Architect, Owner's Representative and the appropriate Engineer and Consultant.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Distribute schedule to Owner's Representative, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows, except as modified by Division 1 Section "Special Conditions";
 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect, Owner's Representative and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Owner's Representative, Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of any unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

- A. Refer to "Project Directory." The Owner may engage an additional qualified testing agency or agencies during the course of the Work of the project, and may allow the named testing agency to subcontract this work to other qualified testing agencies.

3.2 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect, Owner's Representative and the applicable Engineer or Consultant.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Owner Representative's reference during normal working hours.

3.3 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Section 01 73 29 "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

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SECTION 01 42 00

REFERENCESPART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.

- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities, several of the more commonly referenced are listed below. If Contractor is unfamiliar with abbreviations referenced, he may contact the Architect who has all of the referenced names, telephone numbers and web sites on file in his office. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AAMA	American Architectural Manufacturers Association	(847) 303-5664 www.aamanet.org
AASHTO	American Association of State Highway and Transportation Officials	(202) 624-5800 www.transportation.org
ACI	ACI International (American Concrete Institute)	(248) 848-3700

www.aci-int.org

AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800)843-2763 (973) 882-1170
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200

NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253

- C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

END OF SECTION 01 42 00

SECTION 01 42 19

REFERENCE STANDARDS**PART 1 GENERAL**

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS:

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, temporary storage, unpacking, assembly, erection,

placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

I. Installer:

1. An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
2. The term "experienced," when used with the term "Installer," means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
3. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land on which the Project is to be built.

1. If areas available are not indicated, they will be as mutually agreed by Owner and Contractor at Preconstruction Conference and as modified during construction.

K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION:

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50 Division format and MASTERFORMAT 2014 numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases

when used in particular situations or circumstances. These conventions are explained as follows:

1. Abbreviated Language:

- a. Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.4 INDUSTRY STANDARDS:

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with the standard in effect as of the date of the Contract Documents.

C. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
2. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

D. Copies of Standards:

1. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
2. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

1.5 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

1.6 SUBMITTALS:

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 PRODUCTS: Not Applicable.

PART 3 EXECUTION: Not Applicable.

END OF SECTION 01 42 19

SECTION 01 50 00**TEMPORARY FACILITIES AND CONTROLS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Section 01 11 00 "Summary of Work" for limitations on utility interruptions and other work restrictions.
 - 2. Section 01 33 00 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Section 01 70 00 "Execution and Closeout Requirements" for progress cleaning requirements.
 - 4. Divisions 2 through 28 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities

without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

- B. Sewer Service: Sewer connections will not be in place for most if not all of the duration of the project. When and if the off-site sewer is installed by others and sewer piping under this contract is installed, should the contractor decide to connect to the sewer he must pay all sewer use charges until the project is turned over to the Owner.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 – PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square tack board.
 3. Drinking water and private toilet.
 4. Coffee machine and supplies.
 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 degrees F.
 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
1. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services. Sanitary Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 2. Connect temporary sanitary sewer from construction office to a submerged temporary holding tank, as directed by authorities having jurisdiction.
 - 3. Provide erosion control structures to drain storm water from site.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction from existing water lines in the street. Contractor shall pay for any metering costs and associated fees required by the City Water Department.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Provide temporary electric meter power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Contractor shall be responsible for any charges associated with said service.

1. Install electric power service overhead, unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- I. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities, or other suitable high-speed internet connection.
 1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area with good visibility of construction. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- D. Project Identification and Temporary Signs: Erect Project identification, General Contractor's sign, Architect's sign and other signs as approved. Install signs where directed to inform public and individuals seeking entrance to Project. Subcontractor signs are not permitted.
- E. Waste Disposal Facilities: Comply with requirements specified in Division 1 Section "Construction Waste Management."
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- G. Temporary Stairs: Until permanent stairs are available, provide one temporary stair between floors, located near the center of the building.
- H. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 01 11 00 "Summary of Work."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Site Clearing."
- C. Storm water Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Carefully remove and turn over Architect's sign to the Architect.
 - 2. Where area is intended for landscape development, in an area that has been used as a compacted temporary road bed, remove soil and aggregate fill that do not comply with requirements for landscaping fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00**PRODUCT REQUIREMENTS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and equal products.
- B. Related Sections include the following:
 - 1. Section 01 42 00 "References" for applicable industry standards for products specified.
 - 2. Section 01 77 00 "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Divisions 2 through 32 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Equal Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating equal products of other named manufacturers.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.

3. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified materials or products cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.

- i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
 - c. If Contractor's Substitution Requests are repeatedly (i.e. 3 times) submitted incomplete, i.e., no definitive response to items "a" through "l", the Architect will not consider any further Substitution Requests.

Equal Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

- 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of an equal product request. Architect will notify Contractor of approval or rejection of proposed equal product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."

- b. Use product specified if Architect cannot make a decision on use of an equal product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
9. Materials Stored Off Site: Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:
 - a. The contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the offsite location.
 - b. A Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party.
 - c. The Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner.
 - d. The materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner.
 - e. 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.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

Warranty start for mechanical and electrical equipment being date of substantial completion.

- D. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Equal Products" Article to obtain approval for use of an unnamed product.

E. Product Selection Procedures:

1. Products and Manufacturers: In particular instances there may only be a single product or manufacturer appropriate for use on the project, in which case where Specifications name a single product and manufacturer and say "no equal", provide the named product.
2. Products and Manufacturers: When one or two products or manufacturers are specified and have the words "or approved equal", the Contractor may propose to provide alternatives in the form of a Substitution Request which once reviewed by the Architect will be either accepted or rejected. If Substitution Request is submitted for approval 7 days prior to the receipt of bids and approved by the Architect, said approvals will be included in Addenda. Only those Substitution Requests listed as approved in Addenda may bid the project.
3. Products and Manufacturers: Where Specifications include a list of three (3) or more names of both products and manufacturers, provide one of the products listed that complies with requirements. No substitutions will be accepted.
4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
5. Visual Matching Specification: Where Specifications require matching an established Sample, product must comply with all requirements and must match Architect's sample. Architect's decision will be final on whether a proposed product matches.

- a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

1.8 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution under the conditions set forth in this section under Product Selection Procedures, if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution under the conditions set forth in this section under Product Selection Procedures and when the following conditions are satisfied. If the following conditions are not satisfied,
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution requires no or only very minor revisions (as determined by the Architect), to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
- C. Architect will return requests without action, except to record noncompliance with these requirements:

5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

END OF SECTION 01 60 00

SECTION 01 70 00**EXECUTION AND CLOSEOUT REQUIREMENTS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Section 01 31 00 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
 - 3. Section 01 77 00 "Closeout Procedures" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by professional engineer.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 – EXECUTION**2.1 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with

requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

2.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of

problem encountered, together with recommendations for changing the Contract Documents. Submit requests on RFI, "Request for Interpretation."

2.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

2.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.
- D. Final Property Survey: Submit a final property survey certifying exact locations of site improvements including building(s), parking lots, roadways and utilities including structure elevations, top and invert, distances from property lines, and with any variation from the original civil staking and layout and utility drawings identified.

2.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling unless shown otherwise on drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

2.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

2.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

2.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation,

comply with qualification requirements in Division 1 Section "Quality Requirements."

2.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

2.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 70 00

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SECTION 01 73 29**CUTTING AND PATCHING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:**A. Definition:**

- 1. "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- 2. "Cutting and patching" is performed for coordination of the Work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
- 3. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

1.3 SUBMITTALS:**A. Procedural Proposal for Cutting and Patching:**

- 1. Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as application, in the submittal.
- 2. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational and visual changes as well as other significant elements.

3. List products to be used and firms that will perform work.
4. Give dates when work is expected to be performed.
5. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that work be out-of-service temporarily. Indicate how long utility service will be disrupted.
6. Approval by the Architect/Engineer to proceed with cutting and patching work does not waive the Architect/Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS**2.1 MATERIALS:**

- A. General: Except as otherwise indicated, or as directed by the Architect/Engineer, use materials for cutting and patching that are identical to specified materials. If identical materials are not available, or cannot be used, use materials that match adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

PART 3 - EXECUTION**3.1 INSPECTION:**

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.2 PREPARATION:

- A. Temporary Support: To prevent failure provide temporary support of work to be cut.
- B. Protection:
 1. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

2. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
3. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 PERFORMANCE:

- A. General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect/Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.
- B. Cutting:
 1. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
 2. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- C. Patching:
 1. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
 2. Where feasible, inspect and test patched areas to demonstrate integrity of work.
 3. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
 4. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.
 5. Patch, repair or rehang existing ceilings as necessary or called for on plans to provide an even plane surface of uniform appearance.

3.4 CLEANING:

- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29

SECTION 01 77 00

CLOSEOUT PROCEDURESPART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Section 00 72 13 "General Conditions" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Section 01 70 00 "Execution and Closeout Requirements" for progress cleaning of project site.
 - 4. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 5. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 6. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 7. Divisions 2 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report and warranty.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- A. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Mark the Architect's punch list so as to identify those items that are still outstanding and uncorrected at the time of submission.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Provide (1) one copy of each warranty in digital format (pdf) on a cd or other approved digital storage device.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for Project.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision obscuring materials. Replace chipped or broken glass and other

damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATION AND MAINTENANCE DATAPART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Sections include the following:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Section 01 77 00 "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Section 01 78 39 "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 2 through 32 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit three copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 – PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- B. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.

2. Emergency instructions.
 3. Emergency procedures.
- A. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- B. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- C. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.

2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.

5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.

3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard printed maintenance instructions and bulletins.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.

2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service: Some equipment and products require maintenance by the manufacturer, supplier or subcontractor, i.e., an authorized service representative, as part of the warranty. The General Contractor shall ensure that said maintenance work is done and provide copies of service reports to the Owner.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION**3.1 MANUAL PREPARATION**

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of Record Drawings in Division 1 Section "Project Record Documents."
- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.
- H. Contractor must submit O&M data digitally.

END OF SECTION 01 78 23

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SECTION 01 78 39**PROJECT RECORD DOCUMENTS****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 32 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS:

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
 - 2. Provide (1) one copy of scanned record documents on disc or USB device
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

- C. Record Product Data: Submit one copy of each Product Data submittal.
- D. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 – PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one clean set of blue- or black-line white prints of the Contract Drawings and Shop Drawings and one copy of the project manual (specification) at the job site for the sole purpose of recording changes to the drawings and specifications.
- B. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- C. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.

- i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive. (Posted on Documents.)
 - k. Changes made following Architect's written orders, i.e. ASIs. (Posted on Documents.)
 - l. Details not on the original Contract Drawings. (Posted on Documents.)
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 - o. Changes made in response to Contractor's questions, i.e. RFIs. (Posted on Documents.)
- D. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- E. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- F. Mark important additional information that was either shown schematically or omitted from original Drawings.
- G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable. Where posting is required, post on Drawing Set and in Specifications on sheets or pages adjacent to or on top of where modification applies. Attachment method shall be taped at top only, so as to access original underneath.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Maintain one clean copy of the project manual (specification) at the job site for the sole purpose of recording changes to the drawings and specifications.
- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal. Maintain one clean set at the job site for the sole purpose of recording changes to the drawings and specifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3- RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for

construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours. Architect's representative will review Record Documents with the project superintendent each month to determine to his satisfaction whether or not Record Documents are being kept up to date. Failure to do so will result in the delay of processing pay request until Record Documents are brought up to date.

- C. Contractor must submit Record As-Built drawings digitally and upload to E-Builder.

END OF SECTION 01 78 39

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SECTION 01 79 00**DEMONSTRATION AND TRAINING****PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
 - 1. Section 01 31 00 "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 2 through 32 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual for Owner's use.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 – PRODUCTS**2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.

PART 3 – EXECUTION**3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Instructor: Engage a qualified instructor to prepare instruction program and training modules, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

- B. Instructor shall demonstrate to Owner's personnel how to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain systems. **Video record all training sessions. Three (3) copies of each session, in DVD format, shall be submitted to the owner.**
- D. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION 01 79 00

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**JOHNSON AND ASSOCIATES
1218 B CHURCH STREET NW
HUNTSVILLE, ALABAMA 35801**

**REPORT OF GEOTECHNICAL ENGINEERING EVALUATION
ALABAMA A&M PAVEMENT IMPROVEMENTS
VARIOUS ROADWAYS
NORMAL, ALABAMA**

PROJECT NO.: 21-0388

JUNE 22, 2021

PREPARED BY:



**GEO SOLUTIONS L.L.C.
7201 OPPORTUNITY BOULEVARD
HUNTSVILLE, ALABAMA 35810**

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

June 22, 2021

Johnson and Associates
1218 B Church Street NW
Huntsville, Alabama 35801

Attention: Mr. Nathan Johnson, P.E.

Subject: Report of Geotechnical Engineering Evaluation
Alabama A&M Pavement Improvements
Normal, Alabama
Project No.: 21-0388

INTRODUCTION

As requested, we have completed a geotechnical engineering evaluation for the proposed pavement improvements at the Alabama A&M University Campus in Normal, Alabama. Our evaluation was performed in general accordance with the scope of services presented in our Proposal Number G-21-008, dated March 2, 2021. This report presents our findings, opinions and recommendations regarding the proposed improvements in this phase of the project.

EXISTING CONDITIONS

The subject site includes Council Boulevard, Morrison Circle, Buchanan Way, Covington Drive, Foster Hall (center drive lane), parking area between Buchanan and Morrison Circle, and a parking area (former Buchanan Hall). The existing pavement conditions range from fair to very poor condition. Some existing pavement areas have large areas of significant surface pavement and subgrade failures. The parking area (former Buchanan Hall) had a preexisting building that has been demolished; this parking area has a strip of existing asphalt and the remainder of the area has uncompacted basestone placed as a temporary construction parking lot.

PROPOSED IMPROVEMENTS

Improvements include the following.

Name	Proposed Improvement
Council Boulevard	Mill, Patch, and Overlay
Morrison Circle	Mill, Patch, and Overlay
Parking Area between Buchanan Way and Morrison Circle	Mill, Patch, and Overlay
Buchanan Way	Mill, Patch, and Overlay *
Parking Area (former Buchanan Hall)	Grade and Pave
Covington Drive	Mill, Patch, and Overlay
Foster Hall (center drive lane)	Mill, Patch, and Overlay

*Existing asphalt in very poor condition with numerous failures including exposed subgrade in some areas. Complete removal, subgrade remediation and new pavement section may be necessary.

SCOPE OF SERVICES

The following services have been performed.

- Review of available geologic literature including previous reports by GEO Solutions, published geologic maps, and USDA Soil Survey Maps.
- Subsurface exploration consisting of soil test borings. The following table summarizes the exploration at each location.

Location	Number of Soil Test Borings
Council Boulevard	4
Morrison Circle	9
Parking Area between Buchanan Way and Morrison Circle	4
Buchanan Way	11
Parking Area (former Buchanan Hall)	7
Covington Drive	5
Foster Hall (Center drive lane)	5

Soil test borings included Standard Penetration tests at selected intervals. All borings were backfilled after drilling and patched at the surface with a cold patch.

- Laboratory testing to evaluate soil index properties.
- Compilation and analysis of the field and laboratory data.
- Preparation of this geotechnical engineering report. This report will address the following;
 - Description of conditions encountered at the boring locations;
 - Site preparation requirements, where applicable;
 - Anticipated excavation conditions including the presence of poor soils and undercutting requirements, if any;
 - Pavement subgrade preparation requirements;
 - Fill material and compaction criteria;
 - **Other pertinent discussions and recommendations relative to the proposed improvements.**

SUBSURFACE EXPLORATION

The subsurface exploration included a total of 45 exploratory soil test borings (including offsets). The test boring locations are indicated on Figures 2 thru 6. Borings included Standard Penetrometer tests at selected intervals. An engineer was on site during drillings operations to record the blow counts of the SPT's and log the borings. In addition to the soil test borings.

SUBSURFACE CONDITIONS

Conditions encountered at each of the areas evaluated, are summarized in the following sections.

Council Boulevard

Subsurface exploration along Council Boulevard included 4 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Council Boulevard					
Boring No.	Asphalt Thickness (in)	Base/Gravel Clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuum (ft)*	Remarks
B-33	5.5	9.5	4.0	4.0	---
B-34	3.75	7.25	3.5	3.5	---
B-35	3.5	6.5	3.5	6.0	Fill underlain by alluvium
B-36	2.5	6.75	---	0.8	---

*Depth as measured from the existing ground surface.

Morrison Circle

Subsurface exploration along Morrison Circle included 9 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Morrison Circle					
Boring No.	Asphalt Thickness (in)	Base Base/Gravel Clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuum (ft)*	Remarks
B-37	3.25	6.5	---	0.8	---
B-38	3.0	10	---	1.1	---
B-39	3.25	7	---	0.9	---
B-40	2.25	7.25	0.8	0.8	---
B-41	3.5	---	---	---	Auger refusal on concrete
B-41A	3.0	---	NE	Terminated in fill at 5.5'	Asphalt underlain by 3"- concrete and 3"- gravel and clay mix
B-42	2.75	5.5	2.0	2.0	---
B-42A	2.75	5.5	2.0	2.0	---
B-43	2.5	7.0	---	0.8	---

NE- Not encountered

*Depth as measured from the existing ground surface.

Parking Area Between Buchanan and Morrison Circle

Subsurface exploration at the parking area between Buchanan and Morrison Circle included 4 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Parking area between Buchanan and Morrison Circle					
Boring No.	Asphalt Thickness (in)	Base/Gravel clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuum (ft)*	Remarks
B-22	3.5	6.0	---	0.8	---
B-23	6.0	5.0	1.5	1.5	---
B-24	4.5	4.5	1.7	NE	Auger refusal @ 1.7'
B-25	3.0	8.0	1.8	---	Auger refusal @ 1.8'

NE- Not encountered

*Depth as measured from the existing ground surface.

Buchanan Way

Subsurface exploration along Buchanan Way included 11 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Buchanan Way					
Boring No.	Asphalt Thickness (in)	Base/Gravel clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuum (ft)*	Remarks
B-6	4.25	5.75	2.5	2.5	---
B-7	2.5	6.5	1.5	1.5	---
B-8	2.5	7.5	6.0	6.0	---
B-9	2.75	7.5	---	0.9	Auger refusal @ 2.1'
B-10	2.75	8.25	3.2	---	Auger refusal @ 3.2'
B-11	5.5	6.5	2.5	2.5	---
B-12	2.5	7.5	5.0	5.0	Auger refusal @ 5.7'
B-13	1.75	7.25	---	0.75	---
B-14	3.5	6.0	3.3	---	Auger refusal @ 3.3'
B-15	3.0	6.5	4.9	---	Auger refusal @ 4.9'
B-16	4.0	6.5	1.6	---	Auger refusal @ 1.6'

*Depth as measured from the existing ground surface.

Parking Area (formerly Buchanan Hall)

Subsurface exploration at unnamed parking area at the location of the former Buchanan Hall included 7 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Parking Area (formerly Buchanan Hall)					
Boring No.	Asphalt Thickness (in)	Base/Gravel clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuum (ft)*	Remarks
B-26	---	6.5	1.4	---	Auger refusal @ 1.4'
B-27	---	7.0	1.9	---	Auger refusal @ 1.9'
B-28	---	9.0	3.1	---	Auger refusal @ 3.1'
B-29	2.5	5.5	2.5	2.5	---
B-30	1.0	7.0	2.5	2.5	---
B-31	---	5.25	2.2	---	Auger refusal @ 2.2'
B-32	---	6.0	2.2	---	Auger refusal @ 2.2'

*Depth as measured from the existing ground surface.

Covington Drive

Subsurface exploration along Covington Drive included 5 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Covington Drive					
Boring No.	Asphalt Thickness (in)	Base/Gravel clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuum (ft)*	Remarks
B-17	2.25	8.75	3.0	3.0	---
B-18	3.0	15	---	1.5	---

Summary of Subsurface Conditions (Continued) Covington Drive					
Boring No.	Asphalt Thickness (in)	Base/Gravel clay mix Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuuum (ft)*	Remarks
B-19	3.0	8.0	---	0.9	---
B-20	2.5	8.0	---	0.9	---
B-21	2.5	6.5	---	0.8	---

*Depth as measured from the existing ground surface.

Foster Hall (center drive lane)

Subsurface exploration at Foster Hall (center drive lane) included 5 soil test borings. Conditions encountered are summarized in the following table.

Summary of Subsurface Conditions Foster Hall (center drive lane)					
Boring No.	Asphalt Thickness (in)	Base Thickness (in)	Depth to Bottom of Fill (ft)*	Depth to Residuuum (ft)*	Remarks
B-1	3	5.5	3.0	3.0	---
B-2	1	10	4.0	4.0	---
B-3	0.75	10	1.5	1.5	---
B-4	1	9	3.0	3.0	---
B-5	1	10	---	0.9	---

*Depth as measured from the existing ground surface.

CONCLUSIONS

Based on the data collected, it is our opinion the proposed improvements are feasible from a geotechnical standpoint. In areas where milling and overlaying is feasible, additional "point repair" of areas with subgrade failure will be required. In addition, it should be noted there are significant portions of pavement where milling and overlaying will not be feasible. These areas will require removal of the existing pavement section, repair of the subgrade, and placement of a new basestone and asphalt section.

RECOMMENDATIONS

Council Boulevard

The existing asphalt ranges from 2.5 to 5.5-inches thick, basestone encountered ranged from 6.5 to 9.5-inches thick. The basestone composition varied considerably from limestone basestone to a gravel/clay base mix. The existing pavement generally appeared to be in fair condition. Council Boulevard is the main entrance to the campus and receives bus and passenger vehicle traffic.

It is proposed to mill and overlay the existing Council Boulevard. Based on the current condition and conditions encountered in the borings this is a feasible option. Any failing areas of pavement should be repaired according to the section titled "Point Repair" presented later in this report. There is some cracking of the existing pavement. If open cracks greater than 1/8-inch wide are still present after milling, they should be cleaned to the extent possible and filled with liquid asphalt. A minimum overlay thickness of 1.5-inches is recommended.

Morrison Circle

The existing asphalt ranges from 2.25 to 3.5-inches thick, basestone encountered ranged from 5.5 to 10-inches thick. The basestone typically consisted of a gravel/clay base mix. The existing inside lane of the circle generally appeared to be in fair condition. The outside lane of

the circle generally exhibited signs of distress with sections of point failure particularly near the transfer station on the east side of Morrison Circle. Morrison Circle is part of the Bulldog Transit route and receives bus and passenger vehicle traffic.

It is proposed to mill and overlay the existing Morrison Circle. Based on the current condition and conditions encountered in the borings this is a feasible option. However, there are significant sections of the outside lane with point failure. Areas of failure will require removal of the existing asphalt pavement section to expose the underlying subgrade. Any failing areas of pavement should be repaired according to the section titled "Point Repair" presented later in this report. If open cracks greater than 1/8-inch wide are still present after milling, they should be cleaned to the extent possible and filled with liquid asphalt. A minimum overlay thickness of 1.5-inches is recommended.

Parking Area Between Buchanan and Morrison Circle

The existing asphalt ranges from 3.5 to 6-inches thick. Basestone encountered ranged from 4.5 to 8-inches thick. The basestone typically consisted of a gravel/clay base mix. The existing asphalt generally appeared to be in fair condition. We understand the parking lot receives passenger vehicle traffic.

It is proposed to mill and overlay the existing parking lot. Based on the current condition and conditions encountered in the borings this is a feasible option. Any failing areas of pavement should be repaired according to the section titled "Point Repair" presented later in this report. There is some cracking of the existing pavement. If open cracks greater than 1/8-inch wide are still present after milling, they should be cleaned to the extent possible and filled with liquid asphalt. A minimum overlay thickness of 1.5-inches is recommended.

Buchanan Way

The existing pavement section ranges from 1.75 to 5.5-inches thick, basestone encountered ranged from 6 to 8.25-inches thick. The basestone typically consisted of a gravel/clay base mix. The existing asphalt appears to be in poor condition with cracking and point failure. The road appears to have been overlain in the past. The existing asphalt final grade is above the curb line. Buchanan Way is part of the Bulldog Transit route and receives bus and passenger vehicle traffic.

We understand that the owner wishes to re-establish the correct finish grade of the asphalt. Accordingly, due to the poor condition of the existing asphalt and the requirement to re-establish final grades, we recommend the existing pavement section be removed and the underlying subgrade cut to grade to allow placement of the proposed pavement section. After removal of the existing pavement and base and any cuts to grade, variable subgrade conditions including fill and residual soils will be exposed. The fill varied significantly in composition and quality. At this time, we recommend the exposed subgrade be scarified, moisture conditioned and then compacted in place. The subgrade should then be proofrolled with a fully loaded tandem axle dump truck. Areas which pump or rut should be undercut to stiff residuum or to provide a minimum of 2 feet of new properly compacted fill. Fill should be placed in uniform 8-inch lifts and compacted to at least 95 percent of ASTM D698. The upper 6 inches should be compacted to 100 percent of ASTM D698.

Assuming the subgrade is prepared as recommended, the new pavement section is recommended.

- 1½" Asphaltic Concrete Wearing
- 2" Asphaltic Concrete Binder
- 8" Dense Graded Aggregate Base

Covington Drive

The existing pavement section ranges from 2.25 to 3-inches thick, basestone encountered ranged from 6.5 to 15-inches thick. The basestone typically consisted of a gravel/clay base mix.

The existing asphalt appears to be in poor condition with cracking and point failure. The road appears to have been overlain in the past and received multiple repairs. Covington Drive is part of the Bulldog Transit route and receives bus and passenger vehicle traffic.

Accordingly, due to the poor condition of the existing asphalt, we recommend the existing pavement section be removed and the underlying subgrade cut to grade to allow placement of the proposed pavement section. After removal of the existing pavement and base and any cuts to grade, variable subgrade conditions including fill and residual soils will be exposed. The fill varied significantly in composition and quality. At this time, we recommend the exposed subgrade be scarified, moisture conditioned and then compacted in place. The subgrade should then be proofrolled with a fully loaded tandem axle dump truck. Areas which pump or rut should be undercut to stiff residuum or to provide a minimum of 2 feet of new properly compacted fill. Fill should be placed in uniform 8-inch lifts and compacted to at least 95 percent of ASTM D698. The upper 6 inches should be compacted to 100 percent of ASTM D698.

Assuming the subgrade is prepared as recommended, the new pavement section is recommended.

- 1½" Asphaltic Concrete Wearing
- 2" Asphaltic Concrete Binder
- 8" Dense Graded Aggregate Base

Parking Area (formerly Buchanan Hall)

Most of the proposed parking area surface is covered with loose basestone ranging from 5.25 to 9-inches thick. The basestone is underlain by undocumented fill of varying consistency and composition. The entrance to the parking area consists of an existing pavement section with asphalt ranging from 1.0 to 2.5-inches thick, basestone encountered ranged from 5.5 to 7-inches thick. The basestone typically consisted of a gravel/clay base mix. We understand the parking lot receives passenger vehicle traffic.

The existing basestone typically appeared to be uncompacted. In addition, the underlying fill is undocumented and highly variable in composition. We recommend the existing basestone be removed, stockpiled, and the underlying soil subgrade scarified, moisture-conditioned, and compacted in-place. The exposed soil subgrade should then be proofrolled with a fully loaded tandem axle dump truck. Areas which pump or rut should be undercut to stiff residuum or to provide a minimum of 2 feet of new properly compacted fill. Fill should be placed in uniform 8-inch lifts and compacted to at least 95 percent of ASTM D698. The upper 6 inches should be compacted to 100 percent of ASTM D698.

- 1" Asphaltic Concrete Wearing
- 2" Asphaltic Concrete Binder
- 5" Dense Graded Aggregate Base

Foster Hall (center drive lane)

The existing pavement section ranged from 0.75 to 3-inches thick, basestone encountered ranged from 5.5 to 10-inches thick. The existing asphalt is relatively thin with multiple point failures observed particularly in the middle travel of the center drive lane. We understand the parking lot receives passenger vehicle traffic, service vehicles, and dumpster trucks.

Due to the thin existing asphalt, milling of the asphalt is not feasible with the exception of the area near boring B-1.

Option 1: The existing asphalt should be removed and the underlying basestone cut to grade as necessary to facilitate placement of the required asphalt section. The exposed basestone should then be proofrolled with a fully loaded tandem axle dump truck. Areas which pump or rut should be undercut to stiff residuum to provide a minimum of 2-feet of new properly compacted fill. Fill should be placed in uniform 8-inch lifts and compacted to at least 95 percent of ASTM D698. The upper 6 inches should be compacted to 100 percent of ASTM D698. Proofroll the exposed basestone. Alternatively, if the area is small, it may be more expedient to backfill the undercut excavation with a treated asphalt base.

Option 2: The existing asphalt may be left in-place. Areas of point failure will require removal of the existing asphalt pavement section to expose the underlying subgrade. Any failing areas of pavement should be repaired according to the section titled "Point Repair" presented later in this report. If open cracks greater than 1/8-inch wide are still present in the asphalt left in-place, they should be cleaned to the extent possible and filled with liquid asphalt. A minimum overlay thickness of 1.5-inches is recommended.

The existing asphalt adjacent to the curb will require removal and cuts to grade to allow placement of a full pavement section adjacent to the curb. The client should consult with the contractor to establish the required width of asphalt removal and replacement to tie the grades of the overlay and the new asphalt strip on the edges to the existing curb line.

Assuming the subgrade is prepared as recommended, the new pavement section is recommended.

- 1" Asphaltic Concrete Wearing
- 2" Asphaltic Concrete Binder
- 5" Dense Graded Aggregate Base

GENERAL

Subgrade Review

Areas that are at final soil subgrade, or that are to receive structural fill, should be evaluated by the Geotechnical engineer-of-record or his representative. Such an evaluation typically consists of proofrolling with a fully loaded tandem axle dump truck. Provisions should be provided in the project budget for undercutting unstable areas.

Weather Considerations

The time of year earthwork occurs will have a significant impact on site preparation. The onsite soils are fine grained and sensitive to moisture variations. If earthwork occurs during the typically wetter winter and spring months, significant additional effort will be required to establish and maintain an acceptable subgrade. Provisions should be made in the project budget and schedule to allow for undercutting and/or replacement of soft wet soils if earthwork occurs during the wetter seasons of the year.

Site Degradation During Construction

The upper onsite soils are sensitive to moisture variations. They will quickly break down if wet and subjected to heavy construction equipment traffic, such as grading operations, during inclement weather. Thus, earth-moving equipment should not be allowed back on site until it has adequately dried.

If subgrade areas become disturbed, additional effort on the contractor's part will be required to repair soft, wet soils. This additional effort could include the removal of disturbed upper soils to facilitate grading activities. Alternatively, if soil moisture content is not too high and weather conditions are suitable, wet soils could be disked, dried and compacted in-place.

Point Repairs

Point repair of failing areas should include removal of the entire existing pavement section. Horizontal extents of demolition should be evaluated in the field at the time of construction. Horizontal extents should, at a minimum, allow the use of a compact roller into the demolished or undercut areas.

The underlying subgrade should be reviewed at the time of construction. If soft wet soils are exposed, they should be undercut to stiff soils. The exposed subgrade should be reviewed and approved prior to placement of backfill. In areas of shallow undercut, the point repair may be backfilled with an asphalt treated base up to the final basestone elevation. In areas with deeper undercut, the point repair may be backfilled with ALDOT No. 2 stone up to the final soil subgrade elevation. The basestone section should then consist of an asphalt treated base of equivalent thickness of the required basestone section.

Fill Placement

We recommend the soil fill used on the project be free of organic matter, debris, or rocks greater than 3 inches, and composed of soils with a Plasticity Index of less than or equal to 30 percent and have a dry density of greater than 95 pounds per cubic foot as evaluated by ASTM D698.

We expect any fill used on the project will have to be imported. We will require a 72-hour notice prior to importing any fill to the site. This will allow us sufficient time to perform soil index tests and evaluate the materials suitability for use as fill. Fill should not be imported to the site without first being approved by the geotechnical engineer-of-record.

An engineering technician should perform a sufficient number of in-place field density tests to determine whether proper compaction and moisture contents have been obtained. The testing frequency should be in accordance with City of Huntsville Specifications.

Soil fill should be placed in 6-inch loose lifts and compacted to the following percentages of AASHTO T-99, Standard Proctor.

ROADWAY LIMITS	
Top 6 inches –	100 percent
Below 6 inches –	95 percent

Fill soils should be aerated or moistened, as necessary, to achieve a moisture content from -1 to +3 percent of the Standard Proctor Optimum at the time of compaction. The contractor should acknowledge that both compaction and soil moisture content requirements must be met.

We anticipate several utility trenches will be encountered during the repair of the various failures. Any poor-quality fill within trench limits should be removed and replaced with granular fill. Utility trench backfill should consist of an open-graded stone, such as ALDOT No. 78, placed in controlled lifts and consolidated in place. If not properly backfilled, infiltration of water and settlement of soils may cause damage to the above-ground structures.

At the approach of inclement weather, the subgrade should be sloped to drain and sealed to the best extent possible. Areas that "bird bath" should be drained or pumped dry. Heavy equipment should not be allowed back on the pad area until it has adequately dried.

LIMITATIONS

This report has been prepared for the exclusive use of Johnson and Associates, Alabama A&M and their designers, for specific application to the project previously discussed. If other parties wish to rely on this report for other than informational purposes, they may do so by executing our standard terms and conditions upon written request.

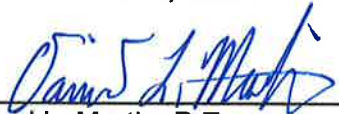
Our recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the State of Alabama. No other warranty is expressed or implied. This company is not responsible for the conclusions, opinions or recommendations of others based on this data.

Our recommendations are based on the design information furnished to us, the data obtained from the previously described subsurface exploration and our past experience. They do not reflect variations in the subsurface conditions, which are likely to exist between our test borings and in unexplored portions of the site due to the inherent variability of the subsurface conditions in this geologic region as well as previous site usage. If such variations are found during construction, it will be necessary to re-evaluate our conclusions and recommendations based upon on-site observations of the conditions.

CLOSING

We appreciate this opportunity to be of service and look forward to continued involvement on the project. Should you have any questions, please call.

Respectfully submitted,
GEO Solutions, L.L.C.



David L. Martin, P.E.
Project Manager



William T. Kennard, P.E.
Partner



Distribution: (1) Addressee
(1) Mr. Steve Walker – Johnson and Associates
(1) Mr. Alex Coleman - Johnson and Associates

Attachments: Figures 1 thru 6
Test Boring Records
Laboratory Test Results

FIGURES 1 THRU 6



**ALABAMA A&M ROADWAY
IMPROVEMENTS
HUNTSVILLE, ALABAMA**

**FIGURE 1
SOIL BORING LOCATION
PLAN**



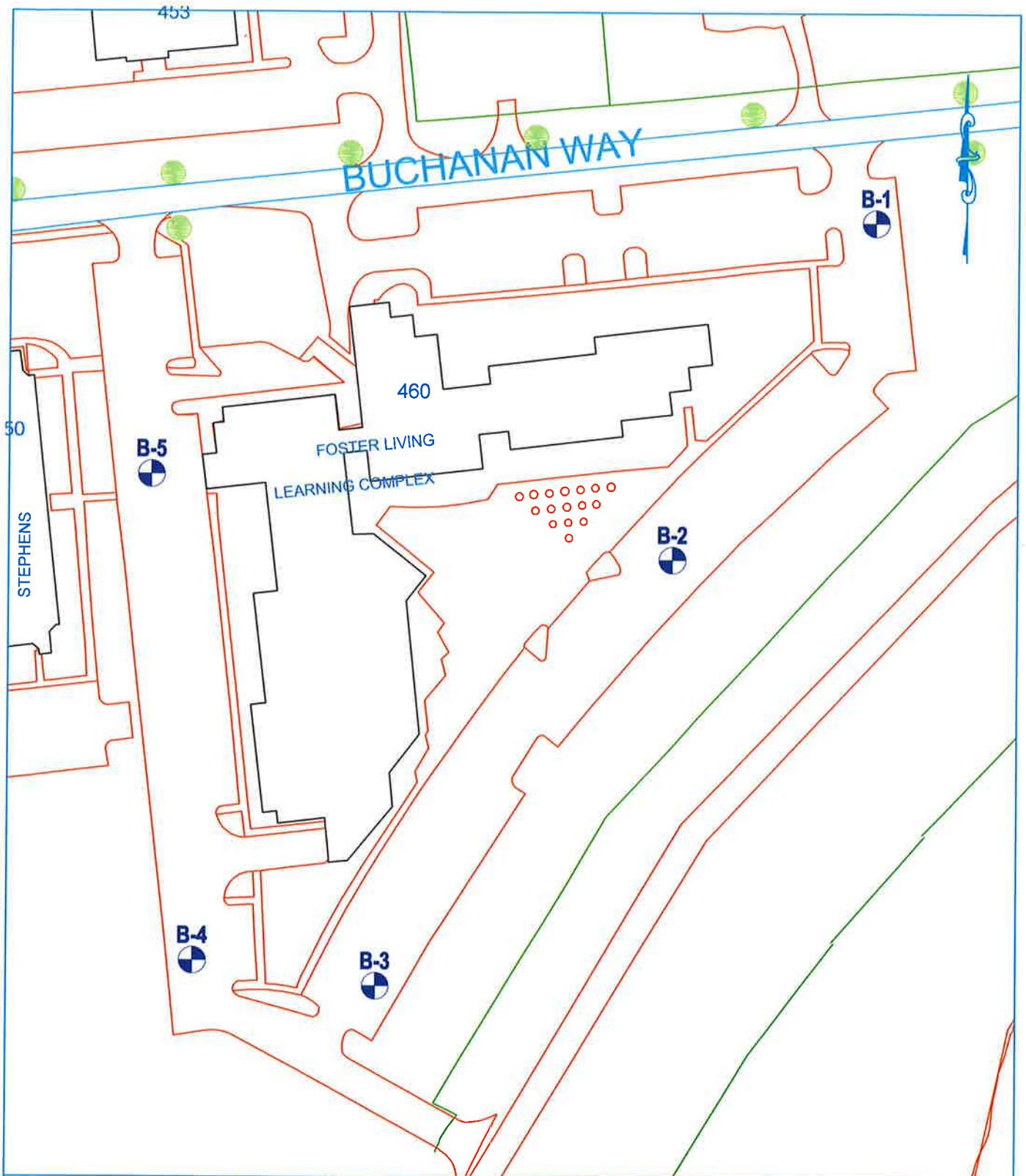
**7201 Opportunity Boulevard
Huntsville, Alabama 35810
PH (256)837-6708 FX (256)837-6702**

SCALE: 1: 100

PROJ: 21-0388

DATE: JUNE 22, 2021

1 OF 6



ALABAMA A&M ROADWAY
IMPROVEMENTS
HUNTSVILLE, ALABAMA

FIGURE 2-1
SOIL BORING LOCATION
PLAN



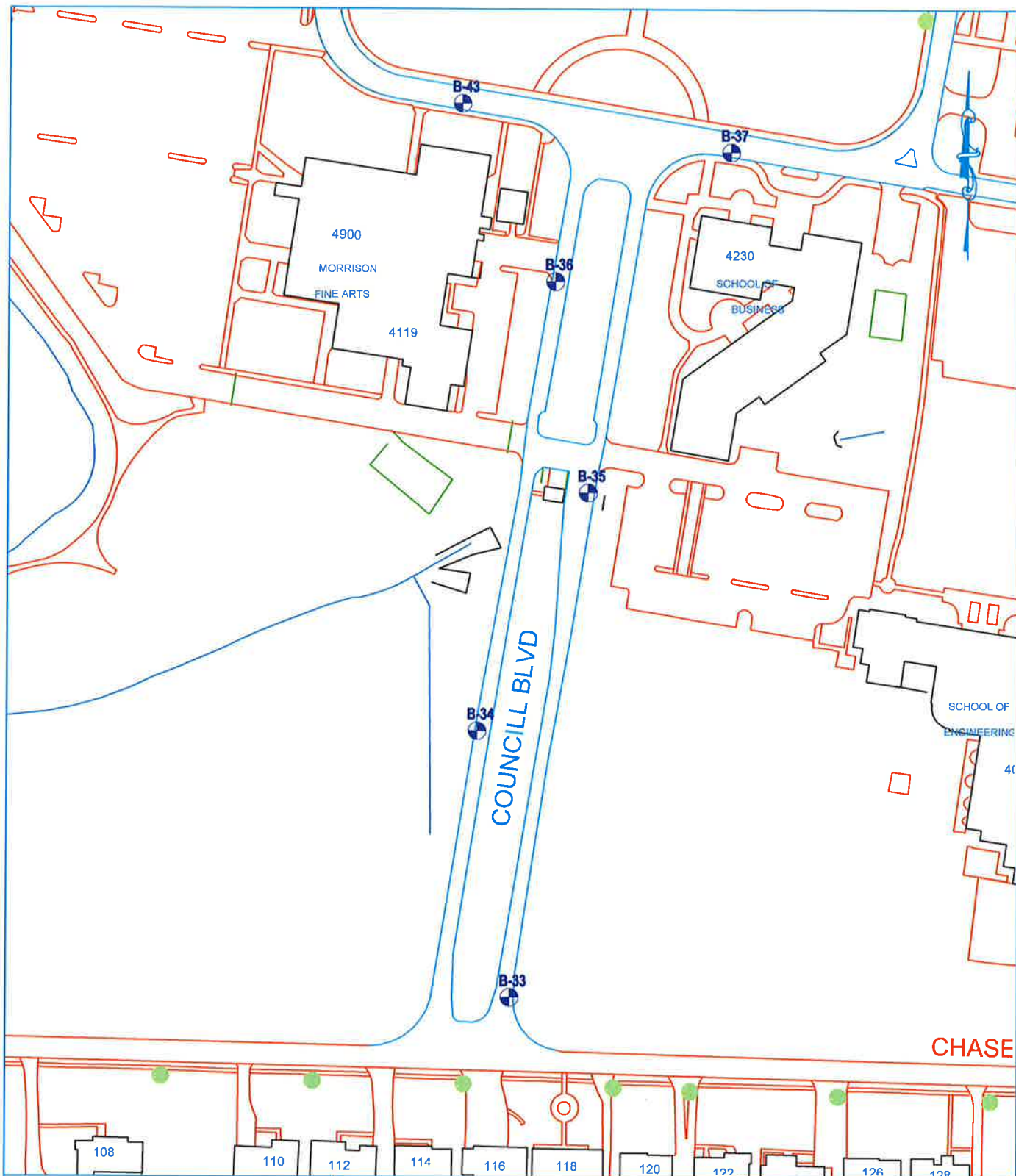
7201 Opportunity Boulevard
Huntsville, Alabama 35810
PH (256)837-6708 FX (256)837-6702

SCALE: 1:100

PROJ: 21-0388

DATE: June 22, 2021

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ALABAMA A&M ROADWAY
IMPROVEMENTS
HUNTSVILLE, ALABAMA

FIGURE 2-2
SOIL BORING LOCATION
PLAN



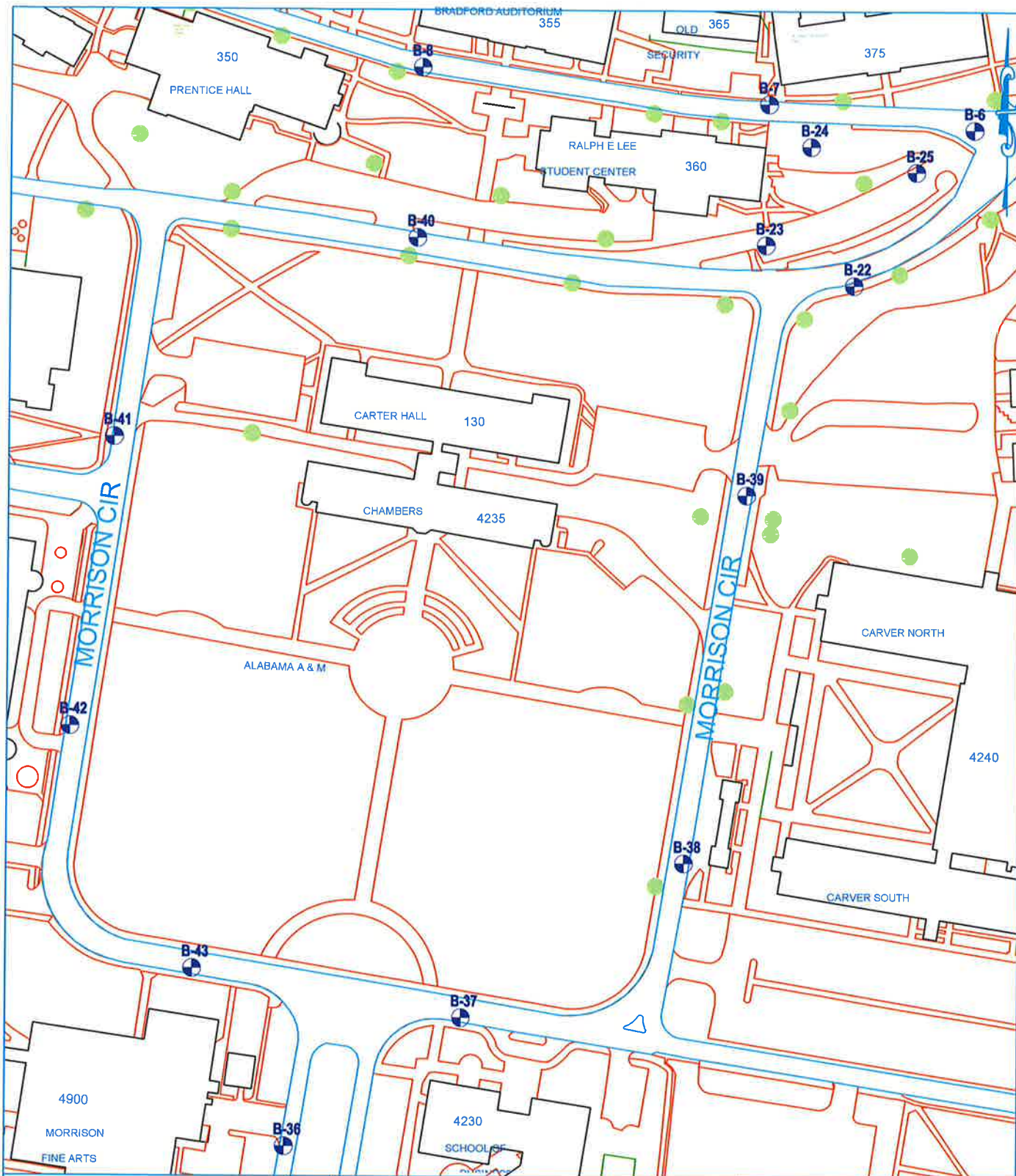
7201 Opportunity Boulevard
Huntsville, Alabama 35810
PH (256)837-6708 FX (256)837-6702

SCALE: 1: 150

PROJ: 21-0388

DATE: June 22, 2021

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ALABAMA A&M ROADWAY
IMPROVEMENTS
HUNTSVILLE, ALABAMA

FIGURE 2-3
SOIL BORING LOCATION
PLAN



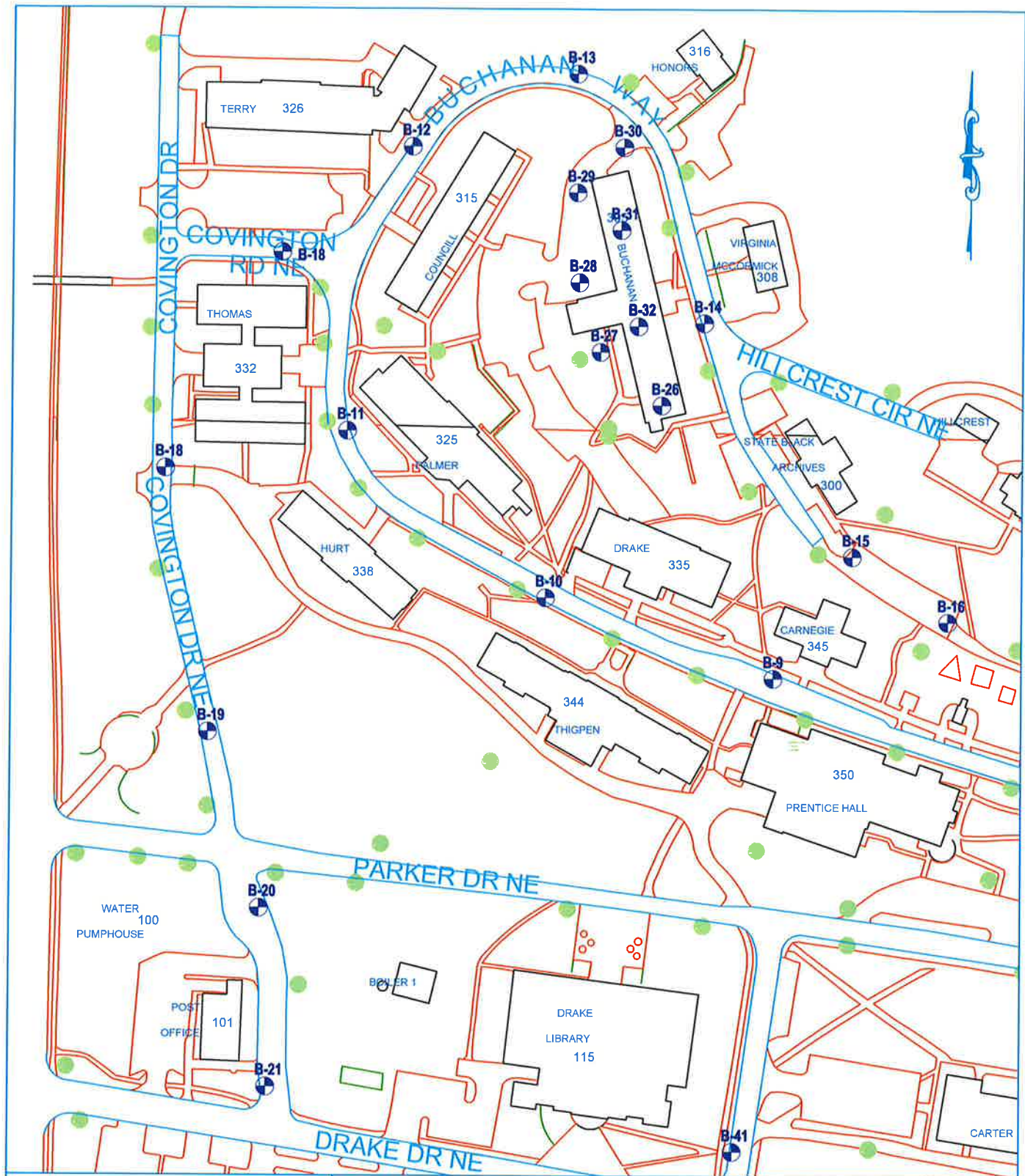
7201 Opportunity Boulevard
Huntsville, Alabama 35810
PH (256)837-6708 FX (256)837-6702

SCALE: 1:150

PROJ: 21-0388

DATE: JUNE 22, 2021

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ALABAMA A&M ROADWAY
IMPROVEMENTS
HUNTSVILLE, ALABAMA

FIGURE 2-4
SOIL BORING LOCATION
PLAN



7201 Opportunity Boulevard
Huntsville, Alabama 35810
PH (256)837-6708 FX (256)837-6702

SCALE: 1:150

PROJ: 21-0388

DATE: JUNE 22, 2021

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ALABAMA A&M ROADWAY
IMPROVEMENTS
HUNTSVILLE, ALABAMA

FIGURE 3
SITE SOIL MAP



7201 Opportunity Boulevard
Huntsville, Alabama 35810
PH (256)837-6708 FX (256)837-6702

SCALE: 1:350

PROJ: 21-0388

DATE: JUNE 22, 2021

6 OF 6

TEST BORING RECORDS



TEST BORING RECORD

BORING NO: **B-1**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388
PROJECT LOCATION: Huntsville, Alabama			
ELEVATION:	BORING DATE: 5/5/2021	BORING BACKFILLED: 5/5/2021	
DRILLING METHOD: H.S.A.	RIG TYPE: Mobile B-42C	HAMMER: Automatic	
GROUNDWATER:		BORING DIAMETER (IN): 2.25	SHEET 1 OF 1

Remarks: Foster Hall center drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3 inches						
			Basestone: 5.5 inches						
			Brown to brownish red, damp, silty CLAY with traces of chert						
			FILL						
								3 - 5 - 7	3.75
			Red, damp, stiff, silty CLAY with manganese dioxide staining and traces of chert						
			RESIDUUM						
								3 - 3 - 5	2.25
		5							
								3 - 4 - 4	2.5
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-2**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/5/2021		BORING BACKFILLED: 5/5/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Foster Hall center drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS /6"	PP (TSF)
		0	Asphalt: 1 inch Basestone: 10 inches						
			Brown to brownish red, damp, silty CLAY with gravel and chert FILL					4 - 4 - 3	2
			red					2 - 9 - 9	2.25
			Yellowish red, damp, very stiff, silty CLAY with abundant chert RESIDUUM					7 - 14 - 12	4.25
		5	Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-3**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/5/2021		BORING BACKFILLED: 5/5/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Foster Hall center drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: .75 inches Basestone: 10 inches						
			Brownish red, damp, silty CLAY with traces of organics and chert						
			Red, damp, very stiff, silty CLAY with chert RESIDUUM					4 - 6 - 9	4
								5 - 8 - 10	4
		5	abundant chert					11 - 14 - 13	4.5
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-4**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/5/2021		BORING BACKFILLED: 5/5/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Foster Hall center drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 1 inch Basestone: 9 inches						
			Brownish red to brown, damp, silty CLAY with chert and traces of organics FILL					2 - 2 - 6	1.75
			brown						
			Red, damp, stiff, silty CLAY with chert and manganese dioxide staining RESIDUUM					4 - 7 - 6	3.5
		5	significant chert					6 - 7 - 6	
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-5**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/5/2021		BORING BACKFILLED: 5/5/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Foster Hall center drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
							0 10 20 30 40 50 60 70 80 90 100		
		0	Asphalt: 1 inch Basestone: 10 inches						
			Red, damp, stiff, silty CLAY with traces of chert RESIDUUM					3 - 4 - 3	4.25
			manganese dioxide staining					3 - 3 - 5	3.5
		5	very stiff					6 - 9 - 9	4.5
			Boring terminated at 5.5 feet.						
		10							



TEST BORING RECORD

BORING NO: **B-6**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 4.25 inches						
			Gravel and clay mix: 5.75 inches						
			Brown to black, damp, silty CLAY						
			FILL						
			Red, damp, stiff, silty CLAY with traces of chert					15 - 9 - 5	
			RESIDUUM						
								3 - 5 - 5	3
								50/5	2.5
			Auger refusal at 4.4 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-7**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation		JOB NO: 21-0388
PROJECT LOCATION: Huntsville, Alabama		
ELEVATION:	BORING DATE: 5/7/2021	BORING BACKFILLED: 5/7/2021
DRILLING METHOD: H.S.A.	RIG TYPE: Mobile B-42C	HAMMER: Automatic
GROUNDWATER:		BORING DIAMETER (IN): 2.25
		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches Gravel and clay mix: 6.5 inches						
			Brown, damp, silty CLAY with gravel and chert FILL						
			Red, damp, very stiff, silty CLAY with significant chert RESIDUUM					6 - 12 - 10	
								5 - 7 - 8	4.5
			with abundant chert					6 - 50/2	
		5	Boring terminated at 5 feet.						
		10							



TEST BORING RECORD

BORING NO: **B-8**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches Gravel and clay mix: 7.5 inches						
			Brownish red to black, damp, silty CLAY with chert FILL						
								3 - 5 - 8	3.5
			brown to black						
								3 - 3 - 3	1.5
			brown, moist with significant chert						
		5						3 - 2 - 5	
			Brown, damp, firm, silty CLAY with chert and manganese dioxide staining RESIDUUM						
								3 - 50/2	
			Boring terminated at 7.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-9**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)													BLOWS / 6"	PP (TSF)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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TEST BORING RECORD

BORING NO: **B-11**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Buchanan Way					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 5.5 inches						
			Gravel and clay mix: 6.5 inches						
			Brown, moist, silty CLAY with chert and gravel FILL					8 - 5 - 5	1
			Red, damp, stiff, silty CLAY with significant chert RESIDUUM					5 - 9 - 4	
		5						3 - 7 - 4	4.5
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-12**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Buchanan Way					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches Gravel and clay mix: 7.5 inches						
			Brownish red to red, damp, silty CLAY with chert FILL						
								4 - 5 - 7	4
								4 - 4 - 5	3
		5	Brown, damp, firm, silty CLAY with significant chert RESIDUUM					2 - 2 - 2	
			Auger refusal at 5.7 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-13**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 1.75 inches Gravel and clay mix: 7.25 inches						
			Brownish red, damp, silty CLAY with traces of chert and manganese dioxide staining RESIDUUM					3 - 5 - 6	3.75
			red					3 - 4 - 5	4.5
		5						3 - 3 - 4	2.5
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-14**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3.5 inches						
			Basestone/gravel and clay mix: 6 inches						
			Brownish red, damp, silty CLAY with chert						
			FILL						
								2 - 2 - 3	2.5
			with significant chert					3 - 50/3	
			Auger refusal at 3.3 feet.						
		5							
		10							



TEST BORING RECORD

BORING NO: **B-15**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Buchanan Way

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3 inches Basestone: 6.5 inches						
			Brownish red, damp, silty CLAY with traces of chert and manganese dioxide staining						
			FILL						
								4 - 3 - 3	1.5
			brown to brownish red						
								2 - 2 - 11	1.5
								2 - 50/3	
		5	Auger refusal at 4.9 feet.						
		10							



TEST BORING RECORD

BORING NO: **B-16**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Buchanan Way					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 4 inches						
			Basestone/gravel and clay mix: 6.5 inches						
			Brownish red, damp, silty CLAY with chert						
			FILL						
			Auger refusal at 1.6 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-17**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Covington Drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.25 inches Basestone/gravel and clay mix: 8.75 inches						
			Brown to brownish red, damp, silty CLAY with chert FILL					8 - 4 - 4	3
			Red, damp, stiff, silty CLAY with chert RESIDUUM					3 - 4 - 6	3.25
		5						2 - 4 - 6	3.25
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-18**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER: ∇ 1.0 ATD			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Covington Drive					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
							0 10 20 30 40 50 60 70 80 90 100		
∇		0	Asphalt: 3 inches Basestone: 15 inches - wet						
			Red, wet, stiff, silty CLAY with traces of chert RESIDUUM					3 - 3 - 5	3.75
								4 - 4 - 6	4
		5	Boring terminated at 5 feet.						
		10							

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388	
PROJECT LOCATION: Huntsville, Alabama				
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic
GROUNDWATER:			BORING DIAMETER (IN): 2.25	SHEET 1 OF 1

Remarks: Covington Drive

[illegible]



TEST BORING RECORD

BORING NO: **B-20**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Covington Drive

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)											BLOWS / 6"	PP (TSF)
							0	10	20	30	40	50	60	70	80	90	100		
		0	Asphalt: 2.5 inches Basestone/gravel and clay mix: 8 inches																
			Red, damp, stiff, silty CLAY with traces of chert RESIDUUM															3 - 3 - 5	2.5
																		3 - 4 - 7	3.25
		5																3 - 6 - 7	4
			Boring terminated at 5.5 feet.																
		10																	



TEST BORING RECORD

BORING NO: **B-21**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Covington Drive					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches Basestone/gravel and clay mix: 6.5 inches						
			Red, damp, firm to stiff, silty CLAY RESIDUUM						
								2 - 2 - 3	2
								2 - 3 - 4	2.25
		5						2 - 3 - 3	2.25
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS GDT 6/23/21



TEST BORING RECORD

BORING NO: **B-22**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area between Buchanan Way and Morrison Circle.

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3.5 inches						
			Basestone: 6 inches						
			Red, damp, stiff, silty CLAY with traces of chert and manganese dioxide staining						
			RESIDUUM						
								3 - 4 - 5	2.75
								3 - 4 - 5	3
		5	with abundant chert					4 - 13 - 12	3
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-23**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Parking area between Buchanan Way and Morrison Circle.					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 6 inches						
			Basestone: 5 inches						
			Brownish red, damp, silty CLAY with gravel and chert						
			Red, damp, stiff, silty CLAY with chert and manganese dioxide staining					3 - 4 - 5	2
			FILL						
			RESIDUUM						
			very stiff with significant chert					4 - 9 - 7	3
		5						6 - 6 - 5	4
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-24**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area between Buchanan Way and Morrison Circle.

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 4.5 inches						
			Gravel and clay mix: 4.5 inches						
			Brownish red to red, damp, silty CLAY with gravel and chert						
			FILL						
			Auger refusal at 1.7 feet.					12 - 50/2	
		5							
		10							



TEST BORING RECORD

BORING NO: **B-25**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area between Buchanan Way and Morrison Circle.

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3 inches						
			Gravel and clay mix: 8 inches						
			Red, damp, silty CLAY with chert and manganese dioxide staining						
			FILL					50/2	
			Auger refusal at 1.8 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-26**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Parking area (former Buchanan Hall)					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Basestone: 6.5 inches						
			Brownish red, damp, silty CLAY with chert						
			FILL					50/3	
			Auger refusal at 1.4 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-27**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area (former Buchanan Hall)

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Basestone: 7 inches						
			Brownish red, damp, silty CLAY with chert						
			FILL						
			Auger refusal at 1.9 feet.					3 - 3 - 50/2	2.25
		5							
		10							



TEST BORING RECORD

BORING NO: **B-28**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Parking area (former Buchanan Hall)					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Basestone: 9 inches						
			Brownish red, damp, silty CLAY with chert						
			FILL						
			Auger refusal at 3.1 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-29**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area (former Buchanan Hall)

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches						
			Gravel and clay mix: 5.5 inches						
			Brownish red, damp, silty CLAY with traces of chert and manganese dioxdie staining						
			FILL						
			Red, damp, very stiff, silty CLAY with traces of chert and manganese dioxide staining						
			RESIDUUM						
		5							
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-30**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area (former Buchanan Hall)

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)											BLOWS / 6"	PP (TSF)
							0	10	20	30	40	50	60	70	80	90	100		
		0	Asphalt: 1 inch																
			Basestone/gravel and clay mix: 7 inches																
			Brownish red, damp, silty CLAY with traces of chert															3 - 3 - 3	3.5
			FILL																
			Red, damp, stiff, silty CLAY with traces of chert and manganese dioxide nodules															3 - 4 - 7	4.5
			RESIDUUM																
		5																3 - 6 - 8	4.5
			Boring terminated at 5.5 feet.																
		10																	

BORING RECORD 21-0388 BORINGS GPJ GEO SOLUTIONS GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-31**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area (former Buchanan Hall)

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Basestone: 5.25 inches						
			Brownish red, moist, silty CLAY with chert						
			FILL						
			Auger refusal at 2.2 feet.					4 - 5 - 50/4	
		5							
		10							



TEST BORING RECORD

BORING NO: **B-32**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/6/2021		BORING BACKFILLED: 5/6/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Parking area (former Buchanan Hall)

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Basestone: 6 inches						
			Brownish red, damp, silty CLAY with chert						
			FILL						
			Auger refusal at 2.2 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-35**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Council Boulevard

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)													BLOWS / 6"	PP (TSF)	
							0	10	20	30	40	50	60	70	80	90	100					
		0	Asphalt: 3.5 inches																			
			Basestone: 6.5 inches																			
			Yellowish red with brown, damp, silty CLAY with traces of chert																			
			FILL																	2 - 3 - 3	2	
			Brownish gray, damp, firm, silty CLAY with traces of organics																		3 - 3 - 5	2.25
			ALLUVIUM																			
		5	light brown with manganese dioxide staining																		3 - 3 - 3	0.5
			Red, damp, stiff, silty CLAY with traces of chert and manganese dioxide nodules																			
			RESIDUUM																		3 - 4 - 4	2.25
			Boring terminated at 7.5 feet.																			
		10																				

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-36**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Council Boulevard

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches Gravel and clay mix: 6.75 inches						
			Red, damp, stiff, silty CLAY with manganese dioxide nodules						
			RESIDUUM						
								3 - 4 - 5	2.5
								3 - 5 - 6	3.25
		5						3 - 4 - 6	3
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS GPJ GEO SOLUTIONS GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-37**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Morrison Circle

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3.25 inches						
			Gravel and clay mix: 6.5 inches						
			Red, damp, stiff, silty CLAY with manganese dioxide nodules						
			RESIDUUM						
								3 - 3 - 6	1.5
								4 - 6 - 7	3.5
		5	with traces of chert					3 - 5 - 7	3.25
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21

[illegible]



TEST BORING RECORD

BORING NO: **B-40**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation		JOB NO: 21-0388
PROJECT LOCATION: Huntsville, Alabama		
ELEVATION:	BORING DATE: 5/7/2021	BORING BACKFILLED: 5/7/2021
DRILLING METHOD: H.S.A.	RIG TYPE: Mobile B-42C	HAMMER: Automatic
GROUNDWATER:		BORING DIAMETER (IN): 2.25
		SHEET 1 OF 1

Remarks: Morrison Circle

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.25 inches Gravel and clay mix: 7.25 inches						
			Brown to brownish red, damp, silty CLAY						
			FILL						
			red with significant chert					7 - 6 - 11	4.5
			brownish red					8 - 3 - 4	
		5	Boring terminated at 5.5 feet.					3 - 4 - 6	2.25
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-41A**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Morrison Circle					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 3 inches						
			Concrete: 3 inches						
			Gravel and clay mix: 3 inches						
			Brownish red, damp, silty CLAY with manganese dioxide nodules						
			FILL						
								2 - 2 - 2	2.25
								2 - 2 - 3	1.75
		5						3 - 3 - 3	2
			Boring terminated at 5.5 feet.						
		10							



TEST BORING RECORD

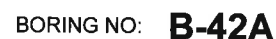
BORING NO: **B-42**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1

Remarks: Morrison Circle

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.75 inches Gravel and clay mix: 5.5 inches						
			Brownish red, damp, silty CLAY with manganese dioxide staining						
			FILL						
			Red, damp, stiff, silty CLAY with manganese dioxide nodules					3 - 4 - 5	
			RESIDUUM						
								4 - 5 - 5	
		5						3 - 4 - 8	3
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



PROJECT: Alabama A&M Various Roadways Pavement Evaluation		JOB NO: 21-0388	
PROJECT LOCATION: Huntsville, Alabama			
ELEVATION:	BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021
DRILLING METHOD: H.S.A.	RIG TYPE: Mobile B-42C		HAMMER: Automatic
GROUNDWATER:		BORING DIAMETER (IN): 2.25	SHEET 1 OF 1
Remarks: Morrison Circle Offset 5' south of boring B-42.			

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.75 inches Gravel and clay mix: 6 inches						
			Brownish red, damp, silty CLAY with mangaense dioxide staining <div style="text-align: right;">FILL</div>						
			Red, damp, stiff, silty CLAY with manganese dioxide nodules <div style="text-align: right;">RESIDUUM</div>						
			Boring terminated at 4 feet.						
		5							
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21



TEST BORING RECORD

BORING NO: **B-43**

PROJECT: Alabama A&M Various Roadways Pavement Evaluation			JOB NO: 21-0388		
PROJECT LOCATION: Huntsville, Alabama					
ELEVATION:		BORING DATE: 5/7/2021		BORING BACKFILLED: 5/7/2021	
DRILLING METHOD: H.S.A.		RIG TYPE: Mobile B-42C		HAMMER: Automatic	
GROUNDWATER:			BORING DIAMETER (IN): 2.25		SHEET 1 OF 1
Remarks: Morrison Circle					

G	ELEV. (FT.)	DEPTH (FT.)	MATERIAL DESCRIPTION	L	S	R	STANDARD PENETRATION RESISTANCE (N)	BLOWS / 6"	PP (TSF)
		0	Asphalt: 2.5 inches Gravel and clay mix: 7 inches						
			Red, damp, stiff, silty CLAY with manganese dioxide nodules RESIDUUM					2 - 4 - 5	2.25
								2 - 4 - 6	3
		5						3 - 5 - 8	3
			Boring terminated at 5.5 feet.						
		10							

BORING RECORD 21-0388 BORINGS.GPJ GEO SOLUTIONS.GDT 6/22/21

LABORATORY TEST RESULTS



ATTERBERG LIMITS, ASTM D 421/ASTM D 4318 (Method A)

Project: Alabama A&M Various Roadway Improvements Job No.: 21-0388 Date: 6/3/21

LIQUID LIMIT

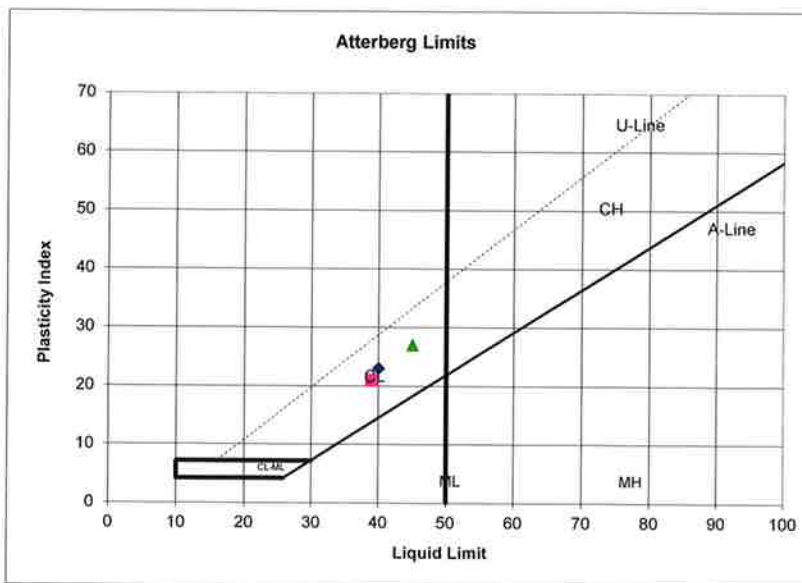
Sample Location		Tare No.	Tare Weight (grams)	Weight of Wet Soil & Tare (grams)	Weight of Dry Soil & Tare (grams)	Number of Blows	Moisture Content %	Liquid Limit
Boring No.	Depth							
B-2	1-2.5	2C	26.25	36.95	33.94	28	39.1	40
B-2	1-2.5	4A	27.65	36.97	34.36	30	38.9	40
B-8	1-2.5	N	21.54	31.80	28.93	27	38.8	39
B-8	1-2.5	4G	21.30	29.64	27.30	29	39.0	40
B-13	1-2.5	S	29.05	37.60	35.32	25	36.4	36
B-13	1-2.5	V	21.56	30.84	27.62	25	53.1	53

PLASTIC LIMIT

Sample Location		Tare No.	Tare Weight (grams)	Weight of Wet Soil & Tare (grams)	Weight of Dry Soil & Tare (grams)	Moisture Content %	Plastic Limit
Boring No.	Depth						
B-2	1-2.5	2G	21.77	28.47	27.47	17.5	18
B-2	1-2.5	3F	21.50	28.10	27.13	17.2	17
B-8	1-2.5	Y	21.52	28.26	27.21	18.5	18
B-8	1-2.5	1C	26.43	32.81	31.82	18.4	18
B-13	1-2.5	1K	29.05	36.78	35.58	18.4	18
B-13	1-2.5	2E	26.65	33.05	32.07	18.1	18

ATTERBERG LIMITS

Sample Location		Liquid Limit	Plastic Limit	Plasticity Index	Symbol
Boring No.	Depth				
B-2	1-2.5	40	17	23	◆
B-8	1-2.5	39	18	21	■
B-13	1-2.5	45	18	27	▲





ATTERBERG LIMITS, ASTM D 421/ASTM D 4318 (Method A)

Project: Alabama A&M Various Roadway Improvements Job No.: 21-0388 Date: 6/3/21

LIQUID LIMIT

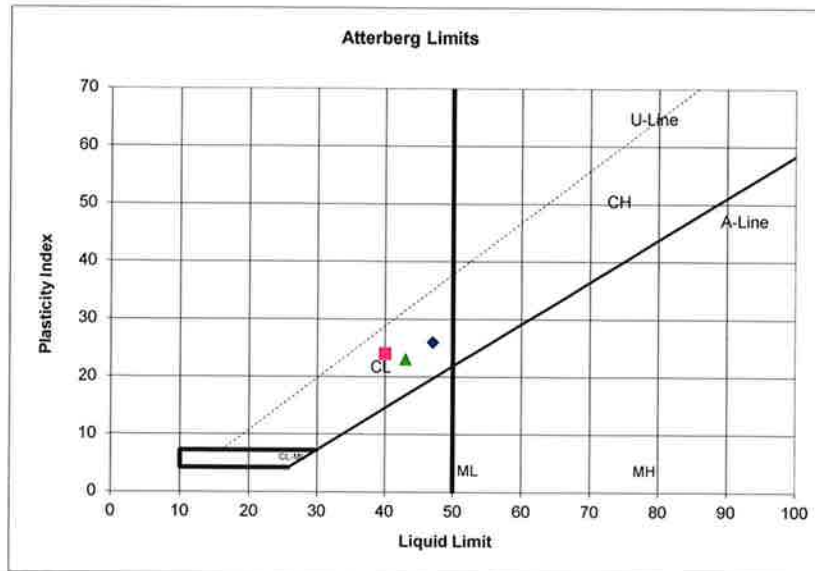
Sample Location		Tare No.	Tare Weight (grams)	Weight of Wet Soil & Tare (grams)	Weight of Dry Soil & Tare (grams)	Number of Blows	Moisture Content %	Liquid Limit
Boring No.	Depth							
B-19	1-2.5	U	21.68	31.58	28.45	29	46.2	47
B-19	1-2.5	1D	26.48	34.64	32.07	30	46.0	47
B-34	1-2.5	5G	21.54	30.60	28.01	25	40.0	40
B-34	1-2.5	1J	21.70	30.29	27.83	26	40.1	40
B-39	1-2.5	1L	28.85	39.72	36.48	27	42.5	43
B-39	1-2.5	4H	21.34	29.13	26.81	27	42.4	43

PLASTIC LIMIT

Sample Location		Tare No.	Tare Weight (grams)	Weight of Wet Soil & Tare (grams)	Weight of Dry Soil & Tare (grams)	Moisture Content %	Plastic Limit
Boring No.	Depth						
B-19	1-2.5	1P	28.99	35.08	34.03	20.8	21
B-19	1-2.5	D	21.42	27.90	26.80	20.4	20
B-34	1-2.5	5H	21.41	28.18	27.18	17.3	17
B-34	1-2.5	J	21.44	28.25	27.33	15.6	16
B-39	1-2.5	2H	21.29	28.32	27.16	19.8	20
B-39	1-2.5	5C	26.69	33.17	32.10	19.8	20

ATTERBERG LIMITS

Sample Location		Liquid Limit	Plastic Limit	Plasticity Index	Symbol
Boring No.	Depth				
B-19	1-2.5	47	21	26	◆
B-34	1-2.5	40	16	24	■
B-39	1-2.5	43	20	23	▲





Moisture Content, ASTM D 2216

Project: Alabama A&M Various Roadway Improvements

Job No. 21-0388

Date: 6/3/21

Reviewed:

Sample Boring No.	Location		Tare Weight grams	Wet Weight & Tare grams	Dry Weight & Tare grams	Weight of Wet Soil grams	Weight of Dry Soil grams	Moisture Content %
	Depth (ft.)							
B-2	1-2.5		7.6	346.5	302.3	338.9	294.7	15.0
	2.5-4		7.2	182.3	150.8	175.1	143.6	22.0
	4-5.5		6.8	314.8	265.6	308.0	258.8	19.0
B-8	1-2.5		7.2	285.5	230.8	278.3	223.6	24.5
	2.5-4		7.1	190.4	163.3	183.3	156.2	17.4
	4-5.5		7.2	151.5	132.0	144.3	124.8	15.6
B-13	1-2.5		7.2	486.0	403.1	478.8	395.9	20.9
	2.5-4		7.3	319.3	270.0	312.0	262.7	18.8
	4-5.5		7.1	296.8	252.4	289.7	245.3	18.1
B-19	1-2.5		9.2	370.7	294.0	361.5	284.8	26.9
	2.5-4		7.6	274.4	213.9	266.8	206.3	29.3
	4-5.5		7.1	356.9	279.7	349.8	272.6	28.3
B-39	1-2.5		7.2	372.2	303.3	365.0	296.1	23.3
	2.5-4		7.1	224.9	185.8	217.8	178.7	21.9
	4-4.5		7.1	150.9	125.1	143.8	118.0	21.8
B-34	1-2.5		9.1	409.8	333.5	400.7	324.4	23.5
	2.5-4		6.8	238.4	193.9	231.6	187.1	23.8
	4-5.5		6.7	225.7	184.6	219.0	177.9	23.1

SECTION 02 40 00**DEMOLITION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Supplementary Conditions, apply to this Section.
- B. City of Huntsville, AL Construction Specifications Manual for Public Improvements

ALL DEMOLITION WITHIN CITY OF HUNTSVILLE RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH CITY OF HUNTSVILLE SPECIFICATIONS. ALL OTHER DEMOLITION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of site improvements adjacent to a building or structure.
 - 2. Removing below-grade construction.
 - 3. Disconnecting, capping or sealing, and removing site utilities.
 - 4. Utility Company notifications.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.4 SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- B. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.
- B. Storage or sale of removed items or materials on-site is not permitted.

1.7 PRODUCTS (Not Used)

1.8 EXECUTION

1.9 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required. Notify the Owner immediately of any required demolition, including utilities.

1.10 PREPARATION

- A. Refrigerant: Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with other demolition provide temporary utilities that bypass structures to be demolished and that maintain continuity of service to other buildings and structures.

1.11 PROTECTION

- A. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.

- B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
 - 1. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1.12 DEMOLITION, GENERAL

- A. General: Demolish indicated structures and site improvements as indicated on the Drawings. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials.
 - 2. Maintain adequate ventilation when using cutting torches.
- B. Site Access and Temporary Controls: Conduct demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

1.13 EXPLOSIVE DEMOLITION

- A. Explosives: Use of explosives is not permitted.

1.14 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 31 00 00 "Earthwork."

- C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

1.15 REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by demolition operations.

1.16 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 02 40 00

SECTION 31 00 00**EARTHWORK****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. "Report of Geotechnical Engineering Evaluation Alabama A&M Pavement Improvements Normal, AL" prepared by Geo Solutions, LLC, dated August 31, 2020.
- C. City of Huntsville, AL Construction Specifications Manual for Public Improvements

ALL EARTHWORK WITHIN CITY OF HUNTSVILLE RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH CITY OF HUNTSVILLE SPECIFICATIONS. ALL OTHER EARTHWORK SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
 - 2. Excavating and backfilling for structures.
 - 3. Subbase course for concrete walks and pavements.
 - 4. Base course for asphalt paving.
 - 5. Subsurface drainage backfill for trenches.
 - 6. Excavating and backfilling trenches within building lines.
 - 7. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Civil Site Sections include the following:
 - 1. Section 31 10 00 "Site Clearing" for site stripping, grubbing, removing topsoil, and protecting trees to remain.

1.3 MASS ROCK

- A. Mass rock excavation, including replacement with approved materials is to be included in the General Contractors contract. Rip Rock is to be included in General Contractor's contract. Trench Rock is to be included in General Contractor's contract.

1.4 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill an excavated area to final grade.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill as approved by geotechnical engineers.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as recommended by Owner's Testing Agency, and approved by the Owner, to reach specified compaction level. Additional excavation and replacement material costs are to be included in the Base Contract amount. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner's Testing Agency. Unauthorized excavation, as well as remedial work recommended by Owner's Testing Agency, shall be without additional compensation.
- G. Fill: Suitable soil materials, as determined by the Owner's Testing Agency, used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator equal to Caterpillar Model No. 215D-LC; equipped with a 42-inch- wide, short-tip-radius rock bucket; rated at not less than 120-hp flywheel power with bucket-curling force of not less than 25,000 lbf

and stick-crowd force of not less than 18,000 lbf; measured according to SAE J-1179.

2. Bulk or Open Excavation: Late-model, track-type tractor, equal to Caterpillar Model No. D-8N, rated at not less than 285-hp flywheel and equipped with a single-shank hydraulic ripper, capable of exerting not less than 45,000-lbf breakout force; measured according to SAE J-732.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

- A. Product Data: For the following:
 1. Each type of plastic warning tape.
 2. Drainage fabric.
 3. Separation fabric.
- B. Samples: For the following:
 1. 30-lb samples sealed in airtight containers, of each proposed soil material from on-site or borrow sources.
 2. 12-by-12-inch sample of drainage fabric.
 3. 12-by-12-inch sample of separation fabric.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
 3. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Pre-excavation Conference: Conduct conference at Project site.

1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
 - 4. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- B. Geotechnical Report: A subsurface geotechnical investigation report for the site, prepared by **Geo Solutions** dated **August 31, 2020** is available for information only. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of the subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. The Owner, nor the Architect, will not be responsible for interpretations or conclusions drawn from this data by the Contractor. The Contractor shall make their own investigation of existing subsurface conditions. The Owner, nor the Architect, will be responsible in any manner for additional compensation for excavation work performed under the Contract due to the Contractor's assumptions based on soil investigation data prepared by the Owner's geotechnical investigation.

PART 2 - PRODUCTS**2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. CL can be used if approved by geotechnical engineer.

- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, MH, CH, OL, OH, and PT, or a combination of these group symbols.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.

2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.
- B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
 2. Tear Strength: 40 lbf; ASTM D 4533.
 3. Puncture Resistance: 50 lbf; ASTM D 4833.
 4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
 5. Apparent Opening Size: No. 50; ASTM D 4751.
- C. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 200 lbf; ASTM D 4632.
 2. Tear Strength: 75 lbf; ASTM D 4533.
 3. Puncture Resistance: 90 lbf; ASTM D 4833.
 4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D 4491.
 5. Apparent Opening Size: No. 30; ASTM D 4751.
- D. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- E. Erosion-Control Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. Unsuitable soils as a result of improper dewatering are to be removed and replaced at the General Contractor's expense.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation. Unsuitable soils as a result of improper subgrade protection are to be removed and replaced at the General Contractor's expense.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: The use of explosives is prohibited.**

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to, and beyond, subgrade elevations as necessary to reach specified compaction level, regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions. Unclassified excavated material may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for excavation or removal of material.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials as directed by the Owner's Testing Agency. Replacement of soils shall be included in both the Contract Time and Contract Sum. No adjustments shall be authorized to either component for such occurrences.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths, in accordance with OSHA guidelines, to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. See Plans for trenching details.
 - 3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 APPROVAL OF SUBGRADE

- A. Notify Owner's Testing Agency when excavations have reached required subgrade.
- B. If Owner's Testing Agency determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material is included in the General Contractor's Contract Sum.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Testing Agency.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under sidewalks and curbs by extending bottom elevation of concrete foundation or footing to excavation bottom, without al-

tering top elevation. Lean concrete fill may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Backfill for structures shall be in accordance with Section 312300 – "Excavation and Fill".
- B. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for record documents.
 3. Inspecting and testing underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring and bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.11 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.
- C. Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under building slabs, use engineered fill.
 5. Under footings and foundations, use engineered fill.

3.13 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF BACKFILLS AND FILLS

- A. Compaction of backfills and fills for structures shall be in accordance with Section 312300 – “Excavation and Fill”.

- B. Place backfill and fill materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- D. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698.
 - 1. Under pavements, the compaction should be a minimum of 95 percent of the optimum density.
- E. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 90 percent.
 - 2. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 90 percent.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1/2 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.
- D. Site contractor to provide 12" min. settled depth of topsoil for all planting beds. Prior to installation of topsoil, subsoil is to be loosened to a depth of 6". All gravel and other construction debris are to be removed from site in areas outside of

18" from back of curbs, edges of sidewalks and building faces. Site contractor to provide 4" min. settled depth of topsoil for all areas to receive sod prior to installation of topsoil, subsoil is to be loosened to a depth of 6". All gravel and other construction debris are to be removed from site in areas outside of 18" from back of curbs, edges of sidewalks and building faces.

3.16 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
 - 1. Place base course material over subbase.
 - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 1557.
 - 3. Shape subbase and base to required crown elevations and cross-slope grades.
 - 4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
 - 5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.
- B. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 60 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 98 percent of maximum dry unit weight according to ASTM D 1557.

3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by the Owner's Testing Agency.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 5000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.
- D. Protect areas with slopes exceeding 1 vertical: 2 horizontal with erosion-control fiber mesh and with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- E. Protect areas with slopes not exceeding 1 vertical: 2 horizontal by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
1. Anchor straw mulch by crimping into topsoil with suitable mechanical equipment.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 00 00

SECTION 31 10 00**SITE CLEARING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Supplementary Conditions, apply to this Section.
- B. City of Huntsville, AL Construction Specifications Manual for Public Improvements

ALL SITE CLEARING WITHIN CITY OF HUNTSVILLE RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH CITY OF HUNTSVILLE SPECIFICATIONS. ALL OTHER SITE CLEARING SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees and vegetation to remain.
 - 2. Removing trees and other vegetation.
 - 3. Clearing and grubbing.
 - 4. Topsoil stripping.
 - 5. Removing above-grade site improvements.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place.
 - 7. Disconnecting, capping or sealing, and removing site utilities.
- B. Related Sections include the following:
 - 1. Section 31 00 00 "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Contractor's record drawings shall not be required for this project.

1.6 QUALITY ASSURANCE

- A. Preconstruction Conference: Attend pre-construction conference at Project site prior to initiating construction.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Confirm that the Owner has authority for performing work on property adjoining Owner's property prior to proceeding with this Work.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Notify utility locator service for area where Project is located before site clearing.

1.8 PRODUCTS**1.9 SOIL MATERIALS**

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 31 00 00 "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 2 - EXECUTION**2.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

2.2 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
 - 3. Maintain existing drainage pattern in all tree save areas – standing water in these areas is not permitted.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine

spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

1. Cover exposed roots with burlap and water regularly.
 2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
 3. Coat cut faces of roots more than 1-1/2 inches in diameter with emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

2.3 UTILITIES

- A. Arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing.
1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
1. Arrange to shut off indicated utilities with utility companies.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's and Engineer's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

2.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
 - 4. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer in accordance with requirements for structural fill.

2.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within drip line of remaining trees.
 - 3. Dispose of excess topsoil as specified for waste material disposal.
 - 4. Stockpile surplus topsoil and allow for respreading topsoil.

2.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

2.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

Storage or sale of cleared items or materials on-site is not permitted.

END OF SECTION 31 10 00

SECTION 32 12 00

HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, latest edition.
- C. City of Huntsville, AL Engineering Standards for Construction for Public Improvements

ALL ASPHALT PAVEMENT WITHIN CITY OF HUNTSVILLE RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH CITY OF HUNTSVILLE SPECIFICATIONS. ALL OTHER ASPHALT PAVEMENT SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Hot-mix asphalt patching.
 - 3. Pavement-marking paint.
 - 4. Wheel stops.
- B. Related Sections include the following:
 - 1. Section 31 00 00 "Earthwork" for aggregate subbase and base courses and aggregate pavement shoulders.
 - 2. Section 32 13 73 "Paving Joint Sealants" for joint sealants and fillers at paving terminations.

1.3 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.

1. Standard Specification: Alabama Department of Transportation Standard Specifications' for Highway Construction, latest edition
2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 SUBMITTALS

- A. Product Data: For each product specified. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- C. Job-Mix Designs: For each job mix proposed for the Work.
- D. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.
- E. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
 1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the Alabama Department of Transportation.
- C. Regulatory Requirements: Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.
- D. Asphalt-Paving Publication: Comply with "ALDOT Standard Specifications for Highway Construction," latest edition, except where more stringent requirements are indicated.
- E. Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of substrate and preparatory work performed by other trades.
3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule for paving and related work. Verify availability of materials, paving Installer's personnel, and equipment required to execute the Work without delays.
5. Review inspection and testing requirements, governing regulations, and proposed installation procedures.
6. Review forecasted weather conditions and procedures for coping with unfavorable conditions.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
 2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
 3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS**2.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: Sound; angular crushed stone; crushed gravel; or properly cured, crushed blast-furnace slag; complying with ASTM D 692.
- C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone; gravel, properly cured blast-furnace slag, or combinations thereof; complying with ASTM D 1073.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with ASTM D 242.

2.2 ASPHALT MATERIALS

- A. Asphalt Cement: ASTM D 3381 for viscosity-graded material; ASTM D 946 for penetration-graded material.
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material.
- C. Undersealing Asphalt: ASTM D 3141, pumping consistency.
- D. Prime Coat: ASTM D 2027; medium-curing cutback asphalt; MC-30, MC-70, or MC-250.
- E. Prime Coat: Asphalt emulsion prime conforming to state DOT requirements.
- F. Prime Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- G. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- H. Fog Seal: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- I. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by Environmental Protection Agency (EPA). Provide granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073, Grade Nos. 2 or 3.
- C. Paving Geotextile: Nonwoven polypropylene, specifically designed for paving applications, resistant to chemical attack, rot, and mildew.
- D. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 3 minutes.

2.4 MIXES

- A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: As indicated on drawings
 - 3. Binder Course: As indicated on drawings
 - 4. Surface Course: As indicated on drawings.
- B. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types."
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Provide mixes complying with the composition, grading, and tolerance requirements of ASTM D 3515 for the following nominal, maximum aggregate sizes:
 - a. Base Course: As indicated on drawings.
 - b. Surface Course: As indicated on drawings.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, equipment having a minimum loaded weight of 25 tons to locate areas that are unstable or that require further compaction.
- C. Notify Engineer in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

3.2 COLD MILLING

- A. Clean existing paving surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement, including hot-mix asphalt and, as necessary, unbound-aggregate base course, by cold milling to grades and cross sections indicated.
 - 1. Repair or replace curbs, manholes, and other construction damaged during cold milling.

3.3 PATCHING AND REPAIRS

- A. Patching: Saw cut perimeter of patch and excavate existing pavement section to sound base. Recompact new subgrade. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.
 - 1. Tack coat faces of excavation and allow to cure before paving.
 - 2. Fill excavation with dense-graded, hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
 - 3. Partially fill excavation with dense-graded, hot-mix asphalt base mix and compact while still hot. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
 - 1. Pump hot undersealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
 - 2. Remove disintegrated or badly broken pavement. Prepare and patch with hot-mix asphalt.

- C. Leveling Course: Install and compact leveling course consisting of dense-graded, hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- D. Crack and Joint Filling: Remove existing filler material from cracks or joints to a depth of 1/4 inch. Refill with asphalt joint-filling material to restore watertight condition. Remove excess filler that has accumulated near cracks or joints.
- E. Tack Coat: Apply uniformly to existing surfaces of previously constructed asphalt or portland cement concrete paving and to surfaces abutting or projecting into new, hot-mix asphalt pavement. Apply at a uniform rate of 0.05 to 0.15 gal./sq. yd. of surface.
 - 1. Allow tack coat to cure undisturbed before paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat when formulated by manufacturer for that purpose.
- C. Prime Coat: Apply uniformly over surface of compacted-aggregate base at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure for 72 hours minimum.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use just enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.

3.5 GEOTEXTILE INSTALLATION

- A. Apply bond coat, consisting of asphalt cement, uniformly to existing surfaces at a rate of 0.20 to 0.30 gal./sq. yd.
- B. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
 - 1. Protect paving geotextile from traffic and other damage and place overlay paving the same day.

3.6 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated. Place hot-mix asphalt surface course in single lift.
 - 2. Spread mix at minimum temperature of 250 deg F.
 - 3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 - 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 - 5. Place asphalt in direction of traffic flow.
- B. Place paving in consecutive strips not less than 10 feet wide, except where infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

- A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat.

2. Offset longitudinal joints in successive courses a minimum of 6 inches.
3. Offset transverse joints in successive courses a minimum of 24 inches.
4. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent.
 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint in two separate coats, with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide an overall minimum wet film thickness of 15 mils.

3.11 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than 2 galvanized steel dowels embedded in precast concrete at one-third points. Firmly bond each dowel to wheel stop and to pavement.
 - 1. Extend upper portion of dowel 5 inches into wheel stop and lower portion a minimum of 5 inches into pavement or as noted on the detail, whichever is greater.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D 979.
 - 1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
 - 2. Reference maximum theoretical density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 3. A test strip will be established in general accordance with local DOT practice to assist the contractor establish an optimum rolling pattern for compacting the hot mix asphalt. This procedure should include at a minimum:
 - a. Selecting multiple fixed test locations where in place density tests area conducted using a nuclear gauge (ASTM D 2950) as the mix is placed and compacted. Density readings will be obtained at the same location after successive passes with the breakdown, traffic and finish rollers. Rolling with the breakdown roller should continue until the density count peaks or the asphalt mat begins to show signs of over rolling. Rolling with the traffic and finish roller should continue until no further increase in density is indicated. The number of passes with each compactor necessary to achieve these thresholds should be established as the rolling pattern. Test strips should be performed for each asphalt mix type placed on the project.

- b. Cores shall be obtained from the compacted asphalt courses and their density determined in accordance with ASTM D 2726 or D 1188 to correlate the nuclear gauge readings to a direct density measurement. Based on these results, a bias (correction factor) shall be applied to subsequent nuclear density test results as appropriate.
 - 4. In-place density and thickness of compacted pavement will be determined by one of the following methods.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case, will fewer than 3 cores be taken. Core density shall be tested in accordance with ASTM D 1188 or D 2726.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 32 12 00

SECTION 32 13 00**CEMENT CONCRETE PAVEMENT****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition.

1.2 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Driveways and roadways.
 - 2. Parking lots.
 - 3. Curbs and gutters.
 - 4. Walkways.
 - 5. Dumpster Pads
- B. Related Sections include the following:
 - 1. Section 31 0 000 "Earthwork" for subgrade preparation, grading, and sub-base course.
 - 2. Section 31 12 00 "Hot-Mix Asphalt Paving" for pavement markings
 - 3. Section 32 13 73 "Pavement Joint Sealants" for joint sealants within concrete pavement and at isolation joints of concrete pavement with adjacent construction.
 - 4. Structural Specifications for "Cast-in-Place Concrete" for general building applications of concrete.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
- D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or adhesive.
 - 8. Joint fillers.
- E. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
 - 1. Manufacturer must be certified according to the National Ready-Mix Concrete Association's Plant Certification Program.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Engineers specifications
 - 1. Before submitting design mixes, review concrete pavement mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with concrete pavement to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixes.
 - c. Ready-mix concrete producer.
 - d. Concrete subcontractor.

1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

- B. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.
- C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.
- D. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed.
- E. Epoxy-Coated Reinforcement Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, deformed bars.
- F. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- G. Plain Steel Wire: ASTM A 82, as drawn.
- H. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A coated, plain steel.
- I. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- J. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain steel bars.
- K. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- L. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer coated wire bar supports.
- M. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 CONCRETE MATERIALS

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.
- B. Portland Cement: ASTM C 150, Type I or II.
 - 1. Fly Ash: ASTM C 618, Class F or C.
 - 2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

- C. Blended Hydraulic Cement: ASTM C 595M, Type IS, portland blast-furnace slag cement.
- D. Blended Hydraulic Cement: ASTM C 595M, Type IP portland pozzolan cement.
- E. Blended Hydraulic Cement: ASTM C 595M, Type I (PM) pozzolan-modified portland cement.
- F. Blended Hydraulic Cement: ASTM C 595M, Type I (SM) slag-modified portland cement.
- G. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:
 - 1. Class: 4S.
 - 2. Class: 4M.
 - 3. Class: 1N.
 - 4. Maximum Aggregate Size: 3/4-inch nominal.
 - 5. Do not use fine or coarse aggregates containing substances that cause spalling.
- H. Water: ASTM C 94.

2.4 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- E. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- G. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.
- H. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Evaporation Retarder:
 - a. Finishing Aid Concentrate; Burke Group, LLC (The).
 - b. Sure Film; Dayton Superior Corporation.
 - c. Eucobar; Euclid Chemical Co.
 - d. Confilm; Master Builders, Inc.
 - 2. Clear Solvent-Borne Liquid-Membrane-Forming Curing Compound:
 - a. Res-X Cure All Resin; Burke Group, LLC (The).
 - b. Day-Chem Rez Cure; Dayton Superior Corporation.
 - c. Kurez DR; Euclid Chemical Co.
 - d. 3100-Clear; W. R. Meadows, Inc.
 - 3. Clear Waterborne Membrane-Forming Curing Compound:
 - a. Aqua Resin Cure; Burke Group, LLC (The).
 - b. Day Chem Rez Cure (J-11-W); Dayton Superior Corporation.
 - c. 1100 Clear; W. R. Meadows, Inc.
 - 4. White Waterborne Membrane-Forming Curing Compound:
 - a. Aqua Resin Cure; Burke Group, LLC (The).
 - b. 1200-White; W. R. Meadows, Inc.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

- B. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- C. Wheel Stops: Precast, air-entrained concrete; 2500-psi minimum compressive strength; as indicated on plans. Provide chamfered corners and drainage slots on underside, and provide holes for dowel-anchoring to substrate.
 - 1. Dowels: Galvanized steel, diameter of 3/4 inch, minimum length as indicated on the drawings.
- D. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- F. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
 - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
 - 2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
 - 3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.7 CONCRETE MIXES

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
 - 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. Proportion mixes to provide concrete with the following properties for curbs and gutters, and walkways:
 - 1. Compressive Strength (28 Days): 3000 psi.
 - 2. Flexural Strength (28 Days): 500 psi.
 - 3. Maximum Water-Cementitious Materials Ratio: 0.50.

4. Slump Limit: 4 inches.
 - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches after adding admixture to plant- or site-verified, 2- to 3-inch slump.
 - D. Proportion mixes to provide concrete with the following properties for driveways and roadways, parking lots, and dumpster pads:
 1. Compressive Strength (28 Days): 4000 psi.
 2. Flexural Strength (28 Days); 650 psi.
 3. Maximum Water-Cementitious Materials Ratio: 0.50.
 4. Slump Limit: 4 inches.
 - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches after adding admixture to plant- or site-verified, 2- to 3-inch slump.
 - E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.
 - F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 1. Fly Ash: 25 percent.
 2. Combined Fly Ash and Pozzolan: 25 percent.
 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 4. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 - G. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
 1. Air Content: 4.5 percent for 3/4-inch maximum aggregate.
 - H. Coloring Agent: Add coloring agent to mix according to manufacturer's written instructions.
- 2.8 CONCRETE MIXING
- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94.
 - B. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- C. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For mixers of 1 cu. yd. or smaller capacity, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 2. For mixers of capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.
 1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
 2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
 3. Provide tie bars at sides of pavement strips where indicated.
 4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 5. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - a. Radius: 1/4 inch.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.
1. Radius: 1/4 inch.

3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
 - 1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Owner.
- I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed re-

quirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 2. Do not use frozen materials or materials containing ice or snow.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- N. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down

high spots, and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8-inch-deep with a stiff-bristled broom, perpendicular to line of traffic.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.8 PAVEMENT TOLERANCES**A. Comply with tolerances of ACI 117 and as follows:**

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8-inch, minus 1/4 inch.
3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.9 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded in holes cast into wheel stops. Firmly bond each dowel to wheel stop and to pavement. Extend upper portion of dowel 5 inches into wheel stop and lower portion as noted on the drawings into pavement.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Testing Services: Testing shall be performed according to the following requirements:
1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
 2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
 3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
 5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
 6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
 7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 8. When total quantity of a given class of concrete is less than 50 cu. yd., Owner may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.
 9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
 10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results shall be reported in writing to Owner, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner but will not be used as the sole basis for approval or rejection.
- E. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Owner. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Owner when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 00

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SECTION 32 13 73**PAVEMENT JOINT SEALANTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Architect's General and Supplementary Conditions and Architects Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Expansion and contraction joints within portland cement concrete pavement.
 - 2. Joints between portland cement concrete and asphalt pavement.
- B. Related Sections include the following:
 - 1. Section 32 12 00 "Hot-Mix Asphalt Paving" for constructing joints between concrete and asphalt pavement.
 - 2. Architects specifications for "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Compatibility and Adhesion Test Reports: From joint sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backer materials have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

- D. Product Test Reports: From a qualified testing agency indicating joint sealants comply with requirements, based on comprehensive testing of current product formulations.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency, based on testing current sealant formulations within a 36-month period.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- D. Preconstruction Compatibility and Adhesion Testing: Submit to joint sealant manufacturer, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - a. Perform tests under environmental conditions replicating those that will exist during installation.
 - 2. Submit not fewer than nine pieces of each type of material, including joint substrates, joint-sealant backer materials, secondary seals, and miscellaneous material.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
 - 5. Testing will not be required if joint sealant manufacturer submits joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than that allowed by joint sealant manufacturer for application indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.7 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:

1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
- B. Products: Subject to compliance with requirements, provide one of the following:
 1. Type SL Silicone Sealant for Concrete and Asphalt:
 - a. 890-SL; Dow Corning.

2.3 HOT-APPLIED JOINT SEALANTS

- A. Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3406.
- B. Sealant for Concrete and Asphalt: Single-component formulation complying with ASTM D 3405.
- C. Products: Subject to compliance with requirements, provide one of the following:

1. Elastomeric Sealant for Concrete:
 - a. Superseal 444/777; Crafco, Inc.
2. Sealant for Concrete and Asphalt:
 - a. ROADSAVER 221; Crafco Inc.
 - b. Product #9005; Koch Materials Company.
 - c. SEALTIGHT HI-SPEC; W.R. Meadows, Inc.

2.4 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rod for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depths, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
- D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.

2.5 PRIMERS

- A. Primers: Product recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from pre-construction joint- sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of backer materials.
 - 2. Do not stretch, twist, puncture, or tear backer materials.
 - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.

- F. Provide joint configuration to comply with joint sealant manufacturer's written instructions, unless otherwise indicated.
- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 32 13 73

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SECTION 32 31 13**CHAIN-LINK FENCES AND GATES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. PVC-coated, steel chain-link fabric.
 - 2. Polymer-coated, galvanized, steel framework.
 - 3. Privacy slats.
- B. Related Sections include the following:
 - 1. Section 31 00 00 "Earthwork" for filling and for grading work.
 - 2. Section 03 30 00 "Structural Concrete" for concrete post footings.

1.3 DEFINITIONS

- A. CLFMI: Chain Link Fence Manufacturers Institute.

1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes.
- B. Maintenance Data: For the following to include in maintenance manuals specified in Division 1:
 - 1. Polymer finishes.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. Allied Fence Manufacturing Co.
 - b. Anchor Fence Div.
 - c. Boundary Fence and Railing Co.

2.2 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: As indicated on the Drawings. Provide fabric fabricated in one-piece widths for fencing in height of 12 feet (3.6 m) and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:
- 1. Mesh and Wire Size: 2-inch (50-mm) mesh, 0.148-inch (3.76-mm) diameter for PVC-coated wire.
 - 2. PVC-Coated Fabric: ASTM F 668, Class 2b over metallic-coated steel wire.
 - a. Metallic Coating: Aluminum.
 - b. Color: Black.
 - 3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
- B. Selvage: Knuckled at both selvages.

2.3 INDUSTRIAL FENCE FRAMING

- A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) zinc; and the following strength and stiffness requirements:

1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Heavy Industrial Fence.
- B. Post Brace Rails: Match top rail for coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
- C. Top Rails: Fabricate top rail from lengths **21 feet (6.4 m)** or longer, with swaged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain-link fabric.
- D. Bottom Rails: Match top rail for coating and strength and stiffness requirements.

2.4 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for the following swing-gate types:
 1. Single gate.
 2. Double gate.
- B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- C. Frames and Bracing: Fabricate members from round (double leaves) and square (single leaf) galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:
 1. Gate Fabric Height: More than **6 feet (1.83 m)**.
- D. Frame Corner Construction: As follows:
 1. Welded.
- E. Gate Posts: Fabricate members from round galvanized steel pipe with outside dimension and weight according to ASTM F 900 for the following gate fabric heights and leaf widths:
- F. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and, for each gate leaf more than **5 feet (1.5 m)** wide, keepers.
 1. Coordinate locking provisions with details on the Drawings.
 2. Latch (Typical): Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.

3. Personnel gate shall be fabricated to accommodate housing box for keyed cylinder and deadbolt indicated on the Drawings.

2.5 FITTINGS

- A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.
- B. Post and Line Caps: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide weathertight closure cap for each post.
- C. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 1. Top Rail Sleeves: Hot-dip galvanized pressed steel or round steel tubing. Not less than 6 inches (153 mm) long.
 2. Rail Clamps: Hot-dip galvanized pressed steel. Provide line and corner boulevard clamps for connecting bottom rails in the fence line to line posts.
- E. Tension and Brace Bands: Hot-dip galvanized pressed steel.
- F. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.
- H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.148-inch- (3.76-mm-) diameter wire.
 2. Power-driven fasteners.
 3. Round Wire Clips: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to H-beam posts.

2.6 POLYMER FINISHES

- A. Supplemental Color Coating: In addition to specified metallic coatings for steel framing, fittings and accessories, provide fence components with polymer coating.
- B. Metallic-Coated Steel Tension Wire: PVC-coated wire complying with ASTM F 1664, Class 2b.
- C. Metallic-Coated Steel Framing: Comply with ASTM F 1043 for polymer coating applied to exterior surfaces and, except for tubular shapes, to exposed interior surfaces.
 - 1. Polymer Coating: Not less than 10-mil- (0.254-mm-) thick PVC or 3-mil- (0.076-mm-) thick polyester finish.
- D. Color: Black complying with ASTM F 934.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
 - 1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
 - 1. Install fencing on established boundary lines inside property line.

- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
- C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F 567 is permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
 - 1. Dimensions and Profile: As indicated on Drawings.
 - 2. Concealed Concrete Footings: Stop footings a minimum of **2 inches (50 mm)** below grade to allow covering with surface material.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.
- B. Line Posts: Space line posts uniformly at **10 feet (3.05 m)** o.c.
- C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at midheight of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.
- E. Bottom Rails: Install, spanning between posts, using fittings and accessories.
- F. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom rail. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than **15 inches (380 mm)** o.c.
- H. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum

of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts 12 inches (304 mm) o.c. and to braces 24 inches (609 mm) o.c.
- I. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.
- J. Privacy Slats: Install slats in direction indicated, securely locked in place.
 1. Vertically.

3.5 GATE INSTALLATION

- A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION 32 31 13

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SECTION 33 10 00**WATER DISTRIBUTION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Architect's General and Supplementary Conditions and Architects Specification Sections, apply to this Section.
- B. Huntsville Utilities Water Department Construction Specifications, latest edition.

ALL WATER DISTRIBUTION WITHIN CITY OF HUNTSVILLE, AL RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH HUNTSVILLE UTILITIES WATER DEPARTMENT SPECIFICATIONS. ALL OTHER WATER DISTRIBUTION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

1.2 SUMMARY

- A. This Section includes piping and specialties for potable-water service outside the building.
- B. This Section includes piping and specialties for fire-protection water service outside the building.
- C. This Section does not include tapping of utility company water main.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressures: The following are minimum operating pressure requirements for piping and specialties, unless otherwise indicated:
 - 1. Potable-Water Service: 200 psig.
 - 2. Fire-Protection Water Service: 350 psig.
 - 3. Fire-Protection Water Service, Downstream from Fire Department Connections: 350 psig.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Water meters.
 - 2. Backflow preventers.
 - 3. Pipe and fittings.
 - 4. Flexible pipe fittings.
 - 5. Valves.
 - 6. Fire hydrants.
 - 7. Fire department connections.
 - 8. Yard hydrants.
 - 9. Fire Department Connections
 - 10. Fire Vaults
- B. Shop Drawings: For precast concrete structures. Include frames and covers and drains.
- C. Shop Drawings: For cast-in-place concrete structures. Include frames and covers and drains.
- D. Record Drawings of installed water-service piping. Record drawings shall be in accordance with Architect Specifications for "Closeout Procedures".
- E. Test Reports: As specified in "Field Quality Control" Article in Part 3.
- F. Purging and Disinfecting Reports: As specified in "Cleaning" Article in Part 3.
- G. Maintenance Data: For specialties to include in the maintenance manuals specified in Division 1. Include data for the following:
 - 1. Water meters.
 - 2. Backflow preventers.
 - 3. Valves.
 - 4. Fire hydrants.
 - 5. Flushing hydrants.
 - 6. Yard hydrants.

1.5 QUALITY ASSURANCE

- A. Product Options: Drawings indicate size, profiles, and dimensional requirements of water-service piping specialties and are based on specific types and models indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Architects Specifications for substitutions.
- B. Comply with requirements of utility supplying water. Include tapping of water mains and backflow prevention.
- C. Comply with standards of authorities having jurisdiction for potable water-service piping. Include materials, installation, testing, and disinfection.

- D. Comply with NSF 61, "Drinking Water System Components--Health Effects," for materials for potable water.
- E. Comply with standards of authorities having jurisdiction for fire-protection water-service piping and fire hydrants. Include materials, hose threads, installation, and testing.
- F. Comply with NFPA 24, "Installation of Private Fire Service Mains and Their Appurtenances," for materials, installations, tests, flushing, and valve and hydrant supervision.
- G. Comply with NFPA 291, "Recommended Practice for Fire Flow Testing and Marking of Hydrants," for fire flow tests and marking of hydrants.
- H. Comply with NFPA 70, "National Electrical Code," for electrical connections between wiring and electrically operated devices.
- I. Provide listing/approval stamp, label, or other marking on piping and specialties made to specified standards.
- J. Listing and Labeling: Provide electrically operated specialties and devices specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
 - 1. Ensure that valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends and flange faces.
 - 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves, including fire hydrants, according to the following:
 - 1. Do not remove end protectors, unless necessary for inspection; then reinstall for storage.
 - 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

- C. Handling: Use sling to handle valves and fire hydrants whose size requires handling by crane or lift. Rig valves to avoid damage to exposed valve parts. Do not use handwheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.

1.7 PROJECT CONDITIONS

- A. Perform site survey, research public utility records, and verify existing utility locations. Contact utility-locating service for area where Project is located.
- B. Verify that water-service piping may be installed to comply with original design and referenced standards.
- C. Site Information: Reports on subsurface condition investigations made during design of Project are available for informational purposes only; data in reports are not intended as representations or warranties of accuracy or continuity of conditions between soil borings. Owner assumes no responsibility for interpretations or conclusions drawn from this information.

1.8 SEQUENCING AND SCHEDULING

- A. Coordinate connection to water main with utility company and Owner.
- B. Coordinate piping materials, sizes, entry locations, and pressure requirements with building water distribution piping.
- C. Coordinate piping materials, sizes, entry locations, and pressure requirements with building fire-protection water piping.
- D. Coordinate with other utility work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with municipal requirements, provide products by one of the following:
1. Drilling-Machine, Sleeves, and Corporation Stops:
 - a. Ford Meter Box Co., Inc.
 - b. Grinnell Corp.; Mueller Co.; Water Products Div.
 - c. Lee Brass Co.
 2. Bronze Corporation Stops and Valves:
 - a. Ford Meter Box Co., Inc.
 - b. Grinnell Corp.; Mueller Co.; Water Products Div.
 - c. Lee Brass Co.
 - d. Master Meter, Inc.
 - e. Watts Industries, Inc.; James Jones Co.
 3. Tapping Sleeves and Valves:
 - a. American Cast Iron Pipe Co.; Waterous Co.
 - b. East Jordan Iron Works, Inc.
 - c. Grinnell Corp.; Mueller Co.; Water Products Div.
 - d. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa)
 - e. McWane, Inc.; Kennedy Valve Div.
 - f. United States Pipe & Foundry Co.
 4. Gate Valves:
 - a. American AVK Co.
 - b. American Cast Iron Pipe Co.; American Flow Control Div.
 - c. American Cast Iron Pipe Co.; Waterous Co.
 - d. East Jordan Iron Works, Inc.
 - e. Grinnell Corp.; Grinnell Supply Sales Co.
 - f. Grinnell Corp.; Mueller Co.; Water Products Div.
 - g. Hammond Valve Corp.
 - h. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa)
 - i. McWane, Inc.; Kennedy Valve Div.
 - j. McWane, Inc.; Tyler Pipe; Utilities Div.
 - k. United States Pipe & Foundry Co.
 5. Relief Valves:
 - a. Bermad, Inc.
 - b. Val-Matic Valve and Manufacturing Corp.
 6. Water-Regulating Valves:
 - a. Ames Co., Inc.
 - b. Bermad, Inc.
 - c. Cla-Val Co.

- d. OCV Control Valves.
 - e. Watts Industries, Inc.; Water Products Div.
7. Indicator Posts and Indicator Gate Valves:
- a. American Cast Iron Pipe Co.; American Flow Control Div.
 - b. American Cast Iron Pipe Co.; Waterous Co.
 - c. Grinnell Corp.; Grinnell Supply Sales Co.
 - d. Grinnell Corp.; Mueller Co.; Water Products Div.
 - e. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa)
 - f. McWane, Inc.; Kennedy Valve Div.
 - g. United States Pipe & Foundry Co.
8. Dry-Barrel, Post Fire Hydrants:
- a. American AVK Co.
 - b. American Cast Iron Pipe Co.; American Flow Control Div.
 - c. American Cast Iron Pipe Co.; Waterous Co.
 - d. American Foundry & Mfg. Co.
 - e. East Jordan Iron Works, Inc.
 - f. Grinnell Corp.; Mueller Co.; Water Products Div.
 - g. McWane, Inc.; Clow Valve Co. Div. (Oskaloosa)
 - h. McWane, Inc.; Kennedy Valve Div.
 - i. McWane, Inc.; M&H Valve Co. Div.
 - j. United States Pipe & Foundry Co.
 - k. M & H 129T
9. Water Meters:
- a. Badger Meter, Inc.
 - b. Carlon Meter Co.
 - c. Grinnell Corp.; Mueller Co.; Hersey Products Div.
 - d. Schlumberger Industries, Inc.; Water Div.
 - e. Sensus Technologies, Inc.
10. Detector-Type Water Meters:
- a. Badger Meter, Inc.
 - b. Grinnell Corp.; Grinnell Supply Sales Co.
 - c. Grinnell Corp.; Mueller Co.; Hersey Products Div.
 - d. Schlumberger Industries, Inc.; Water Div.
 - e. Sensus Technologies, Inc.
11. Detector Check Valves:
- a. Ames Co., Inc.
 - b. Grinnell Corp.; Mueller Co.; Hersey Products Div.
 - c. McWane, Inc.; Kennedy Valve Div.
 - d. Viking Corp.

- e. Watts Industries, Inc.; Water Products Div.
- 12. Backflow Preventers:
 - a. Ames Co., Inc.
 - b. Cla-Val Co.
 - c. CMB Industries; Febco Div.
 - d. Conbraco Industries, Inc.
 - e. Grinnell Corp.; Mueller Co.; Hersey Products Div.
 - f. Watts Industries, Inc.; Water Products Div.
 - g. Zurn Industries, Inc.; Wilkins Div.
- 13. Keyed Couplings:
 - a. McWane, Inc.; Tyler Pipe; Gustin-Bacon Div.
 - b. Victaulic Co. of America.
- 14. Protective Enclosures:
 - a. Hot Box.
 - b. HydroCowl, Inc.
- 15. Drains:
 - a. Enpoco, Inc.
 - b. Josam Co.
 - c. McWane, Inc.; Tyler Pipe; Wade Div.
 - d. Smith Industries, Inc.; Jay R. Smith Mfg. Co.
 - e. Watts Industries, Inc.; Ancon Drain Div.
 - f. Zurn Industries, Inc.; Hydromechanics Div.
- 16. Sanitary-Type Yard Hydrants:
 - a. Murdock, Inc.
- 17. Post-Type Yard Hydrants:
 - a. Josam Co.
 - b. McWane, Inc.; Tyler Pipe; Wade Div.
 - c. Smith Industries, Inc.; Jay R. Smith Mfg. Co.
 - d. Watts Industries, Inc.; Ancon Drain Div.
 - e. Woodford Mfg. Co.
 - f. Zurn Industries, Inc.; Hydromechanics Div.
- 18. Fire Department Connections:
 - a. Elkhart Brass Mfg. Co., Inc.
 - b. Figgie International Co.; Badger Fire Protection.
 - c. Fire-End and Croker Corp.

19. Alarm Devices:

- a. Gamewell Co.
- b. Grinnell Corp.; Grinnell Supply Sales Co.
- c. Pittway Corp.; System Sensor Div.
- d. Potter Electric Signal Co.
- e. Reliable Automatic Sprinkler Co., Inc.
- f. Victaulic Co. of America.
- g. Watts Industries, Inc.; Water Products Div.

2.2 PIPES AND TUBES

- A. General: Applications of the following pipe and tube materials are indicated in Part 3 "Piping Applications" Article.
- B. Copper Tube: ASTM B 88, seamless water tube Type "K", annealed temper.
- C. Ductile-Iron, Push-on-Joint Pipe: AWWA C151, with cement-mortar lining and seal coat according to AWWA C104. Include rubber compression gasket according to AWWA C111.
- D. Ductile-Iron, Mechanical-Joint Pipe: AWWA C151, with cement-mortar lining and seal coat according to AWWA C104. Include gland, rubber gasket, and bolts and nuts according to AWWA C111.

2.3 PIPE AND TUBE FITTINGS

- A. General: Applications of the following pipe and tube fitting materials are indicated in Part 3 "Piping Applications" Article.
- B. Copper Fittings: ASME B16.22; wrought-copper, solder-joint pressure type.
- C. Cast-Copper-Alloy Flanges: ASME B16.24, Class 150 or 300, as required for system operating pressure.
- D. Ductile-Iron, Push-on-Joint Fittings: AWWA C110, ductile-iron or cast-iron; or AWWA C153, ductile-iron, compact type. Include cement-mortar lining and seal coat according to AWWA C104 and rubber compression gaskets according to AWWA C111.
- E. Ductile-Iron, Mechanical-Joint Fittings: AWWA C110, ductile-iron or cast-iron; or AWWA C153, ductile-iron, compact type. Include cement-mortar lining and seal coat according to AWWA C104 and glands, rubber gaskets, and bolts and nuts according to AWWA C111.
- F. Ductile-Iron, Grooved-End Fittings: ASTM A 47, malleable-iron; or ASTM A 536, ductile-iron casting complying with AWWA-pipe size, with grooved ends. Include cement-mortar lining and seal coat according to AWWA C104 or epoxy,

interior coating according to AWWA C550. Include keyed couplings according to AWWA C606.

- G. Ductile-Iron, Flanged Fittings: AWWA C110, with cement-mortar lining and seal coat according to AWWA C104 or epoxy, interior coating according to AWWA C550. Include gaskets and bolts and nuts.
- H. Ductile-Iron, Flexible Expansion Joints: Compound fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Units have 2 gasketed ball-joint sections and 1 or more gasketed sleeve sections. Include 350-psig minimum working-pressure rating; epoxy, interior coating according to AWWA C550; length for offset and expansion indicated; and glands, rubber gaskets, and bolts and nuts according to AWWA C111.
- I. Ductile-Iron, Deflection Fittings: Compound coupling fitting with sleeve and flexing sections, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include 250-psig minimum working-pressure rating; cement-mortar lining or epoxy, interior coating according to AWWA C550; deflection of at least 20 degrees; and glands, rubber gaskets, and bolts and nuts according to AWWA C111.
- J. Ductile-Iron Expansion Joints: 3-piece assembly consisting of telescoping sleeve with gaskets and restrained-type, ductile-iron bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Include 350-psig minimum working-pressure rating; cement-mortar lining or epoxy, interior coating according to AWWA C550; length for expansion indicated; and glands, rubber gaskets, and bolts and nuts according to AWWA C111.
- K. Cast-Iron Flanged Fittings: ASME B16.1, Class 125, unless otherwise indicated.
- L. AWWA C104, and rubber compression gaskets according to AWWA C111.
- M. All Ductile Iron fittings for proposed water mains and fire hydrants shall be domestic made. No foreign made ductile iron fittings will be allowed on proposed water mains.

2.4 JOINING MATERIALS

- A. General: Applications of the following piping joining materials are indicated in Part 3 "Piping Applications" Article.
- B. Ductile-Iron Piping: The following materials apply:
 - 1. Push-on Joints: AWWA C111 rubber gaskets and lubricant.
 - 2. Mechanical Joints: AWWA C111 ductile-iron or gray-iron glands, high-strength steel bolts and nuts, and rubber gaskets.
 - 3. Flanged Joints: AWWA C115 ductile-iron or gray-iron pipe flanges, rubber gaskets, and high-strength steel bolts and nuts.

- a. Gaskets: Rubber, flat face, 1/8-inch-thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- b. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- 4. Keyed Couplings: AWWA C606, consisting of ASTM A 536 ductile-iron housing with enamel finish, with synthetic-rubber gasket with central-cavity, pressure-responsive design, with carbon-steel bolts and nuts to secure grooved pipe and fittings and gasket suitable for hot water, unless otherwise indicated.
- C. Brazing Filler Metals: AWS A5.8, BCuP Series.
- D. Solder Filler Metal: ASTM B 32, Alloy Sn95, Alloy Sn94, or Alloy E, with 0.10 percent maximum lead content.
- E. Pipe Couplings: Iron-body sleeve assembly, fabricated to match OD of pipes to be joined.
 - 1. Sleeve: ASTM A 126, Class B, gray iron.
 - 2. Followers: ASTM A 47, malleable iron; or ASTM A 536, ductile iron.
 - 3. Gaskets: Rubber.
 - 4. Bolts and Nuts: AWWA C111.
 - 5. Finish: Enamel paint.

2.5 PIPING SPECIALTIES

- A. Flexible Connectors for Nonferrous, Metal Piping: Bronze hose covered with bronze wire braid; with copper-tube, pressure-type, solder-joint ends or bronze flanged ends; brazed to hose.
- B. Flexible Connectors for Ferrous Piping: Stainless-steel hose covered with stainless-steel wire braid; with ASME B1.20.1 threaded steel pipe nipples or ASME B16.5 steel pipe flanges; welded to hose.
- C. Dielectric Fittings: Assembly or fitting with insulating material isolating joined dissimilar metals to prevent galvanic action and corrosion.
 - 1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld-neck end types and matching piping system materials.
 - 2. Dielectric Unions: Factory-fabricated union assembly, designed for 350-psig minimum working pressure at 180 deg F. Include insulating material isolating dissimilar metals and ends with inside threads according to ASME B1.20.1.
 - 3. Dielectric Flanges: Factory-fabricated companion-flange assembly, for 350-psig minimum pressure to suit system pressures.
 - 4. Dielectric-Flange Insulation Kits: Field-assembled companion-flange assembly, full-face or ring type. Components include neoprene or phenolic

gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.

- a. Provide separate companion flanges and steel bolts and nuts for 350-psig minimum working pressure to suit system pressures.
5. Dielectric Couplings: Galvanized-steel couplings with inert and noncorrosive thermoplastic lining, with threaded ends and 350-psig minimum working pressure at 225 deg F.
6. Dielectric Nipples: Electroplated steel nipples with inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 350-psig working pressure at 225 deg F.

2.6 VALVES

- A. Nonrising-Stem, Metal-Seated Gate Valves, 3-Inch NPS and Larger: AWWA C500, gray- or ductile-iron body and bonnet; with cast-iron or bronze, double-disc gate, bronze gate rings, bronze stem, and stem nut. Include 200-psig minimum working-pressure design; interior coating according to AWWA C550; and mechanical-joint ends, unless otherwise indicated.
- B. Nonrising-Stem, Resilient-Seated Gate Valves, 3-Inch NPS and Larger: AWWA C509, gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut. Include 200-psig minimum working-pressure design, interior coating according to AWWA C550, and push-on- or mechanical-joint ends.
- C. Nonrising-Stem, High-Pressure, Resilient-Seated Gate Valves, 3-Inch NPS and Larger: AWWA C509, ductile-iron body and bonnet; with bronze or ductile-iron gate, resilient seats, bronze stem, and stem nut. Include 250-psig minimum working-pressure design, interior coating according to AWWA C550, and push-on- or mechanical-joint ends.
- D. Nonrising-Stem Gate Valves, 4-Inch NPS and Larger: UL 262, FM approved, iron body and bonnet with flange for indicator post, bronze seating material, inside screw, 175-psig working pressure, and mechanical-joint ends. Provide with flanged ends for pit installation.
- E. Nonrising-Stem Gate Valves, 2-Inch NPS and Smaller: MSS SP-80; body and screw bonnet of ASTM B 62 cast bronze; with Class 125 threaded ends, solid wedge, nonrising copper-silicon-alloy stem, brass packing gland, PTFE-impregnated packing, and malleable-iron handwheel.
- F. Valve Boxes: Cast-iron box with top section and cover with lettering "WATER," bottom section with base of size to fit over valve and barrel approximately 5 inches in diameter, and adjustable cast-iron extension of length required for depth of bury of valve.

1. Provide steel tee-handle operating wrench with each valve box. Include tee handle with one pointed end, stem of length to operate valve, and socket-fitting valve-operating nut.
- G. Indicator Posts: UL 789, FM-approved, vertical-type, cast-iron body with operating wrench, extension rod, and adjustable cast-iron barrel of length required for depth of bury of valve.
- H. Curb Stops: Bronze body, ground-key plug or ball, and wide tee head, with inlet and outlet to match service piping material.
- I. Service Boxes for Curb Stops: Cast-iron box with telescoping top section of length required for depth of bury of valve. Include cover with lettering "WATER," and bottom section with base of size to fit over curb-stop and barrel approximately 3 inches in diameter.
 1. Provide steel tee-handle shutoff rod with each service box. Include tee handle with one pointed end, stem of length to operate curb stop, and slotted end fitting curb-stop head.
- J. Tapping Sleeve and Tapping Valve: Complete assembly, including tapping sleeve, tapping valve, and bolts and nuts. Use sleeve and valve compatible with tapping machine.
 1. Tapping Sleeve: Cast- or ductile-iron, 2-piece bolted sleeve with flanged outlet for new branch connection. Sleeve may have mechanical-joint ends with rubber gaskets or sealing rings in sleeve body. Include sleeve matching size and type of pipe material being tapped and of outlet flange required for branch connection.
- K. Service Clamps and Corporation Stops: Complete assembly, including service clamp, corporation stop, and bolts and nuts. Include service clamp and stop compatible with drilling machine.
 1. Service Clamp: Cast iron or ductile iron with gasket and AWWA C800 threaded outlet for corporation stop, and threaded end straps.
 2. Corporation Stops: Bronze body and ground-key plug, with AWWA C800 threaded inlet and outlet matching service piping material.
 3. Manifold: Copper with 2 to 4 inlets as required, with ends matching corporation stops and outlet matching service piping.
- L. Ball Valves: AWWA C507, Class 250. Include interior coating according to AWWA C550.
- M. Butterfly Valves: AWWA C504, with 150-psig working-pressure rating. Include interior coating according to AWWA C550.
- N. Check Valves: AWWA C508, with 175-psig working-pressure rating. Include interior coating according to AWWA C550.

- O. Check Valves: UL 312, with swing clapper and 175-psig working-pressure rating.

2.7 SPECIALTY VALVES

- A. Pressure-Regulating Valves: Automatic, pilot-operated, cast-iron body with interior coating according to AWWA C550 and ASTM A-536. Include 250-psig working-pressure design, bronze pressure-reducing pilot valve and tubing, and means for discharge pressure adjustment.
- B. Flow-Regulating Valves: Automatic, pilot-operated, cast-iron body with interior coating according to AWWA C550. Include 250-psig working-pressure design, bronze pressure-reducing pilot valve and tubing, and means for flow adjustment.
- C. Air-Release Valve: AWWA C512 and ASTM A-240, hydromechanical device to automatically release accumulated air. Include 300-psig working-pressure design.
- D. Air/Vacuum Valve: AWWA C512 and ASTM A-240, direct-acting, float-operated, hydromechanical device with large orifice to automatically release accumulated air or to admit air during filling of piping. Include 300-psig working-pressure design.
- E. Combination Air Valves: AWWA C512, float-operated, hydromechanical device to automatically release accumulated air or to admit air. Include 300-psig working-pressure design.

2.8 WATER METERS

- A. Water meters: Contractor is to coordinate water meter installation with the local utility provider.
- B. Description: AWWA C700, displacement type, bronze main case. Register flow in gallons.
- C. Description: AWWA C703, UL listed, FM approved, main line, proportional, detector type, 150-psig working pressure, with meter on bypass. Register flow in gallons, unless cubic feet are indicated.
 - 1. Bypass Meter: AWWA C702, compound type, bronze case; size at least one-half nominal size of main-line meter.
 - 2. Bypass Meter: AWWA C701, turbine type, bronze case; size at least one-half nominal size of main-line meter.
- D. Remote Registration System: Utility company standard; direct-reading type complying with AWWA C706. Include meter modified with signal-transmitting assembly, low-voltage connecting wiring, and remote register assembly.

- E. Remote Registration System: Utility company standard; encoder-type complying with AWWA C707. Include meter modified with signal-transmitting assembly, low-voltage connecting wiring, and remote register assembly.
 - 1. Data-Acquisition Units: Comply with utility company requirements for type and quantity.
 - 2. Visible Display Units: Comply with utility company requirements for type and quantity.

2.9 WATER-METER BOXES

- A. Description: Plastic body and cast-iron cover for positive displacement-type water meter. Include lettering "WATER METER" in cover; and slotted, open-bottom base section of length to fit over service piping.
 - 1. Option: Base section may be cast-iron, PVC plastic, clay or other pipe.

2.10 PITS

- A. Description: Precast, reinforced-concrete pit, designed for A-16 load designation according to ASTM C 857, and made according to ASTM C 858.
- B. Ladder: ASTM A 36, steel or polyethylene-encased steel steps.
- C. Manhole: ASTM A 48, Class No. 35 minimum tensile strength, gray-iron, traffic frame and cover.
 - 1. Weight and Dimensions: Not smaller than 24-inch diameter, unless otherwise indicated.
- D. Manhole: ASTM A 536, Grade 60-40-18, ductile-iron, 24-inch minimum-diameter traffic frame and cover.
 - 1. Weight and Dimensions: Not smaller than 24-inch diameter, unless otherwise indicated.
- E. Drain: ASME A112.21.1M, cast-iron area drain, of size indicated. Include body anchor flange, light-duty cast-iron grate, bottom outlet, and integral or field-installed bronze ball or clapper-type backwater valve.

2.11 FREESTANDING FIRE HYDRANTS

- A. Description: Cast-iron body, compression-type valve, opening against pressure and closing with pressure, 6-inch mechanical-joint inlet, and 200-psig minimum working-pressure design or as required by the governing municipal agency.

- B. Outlet Threads: NFPA 1963, with external hose thread used by local fire department. Include cast-iron caps with steel chains.
- C. Operating and Cap Nuts: Pentagon 1-1/2-inch point to flat.
- D. Direction of Opening: Open hydrant valve by turning operating nut to left or counterclockwise.
- E. Exterior Finish: Gloss enamel paint. Per Governing Municipal Requirements.
- F. Dry-Barrel Fire Hydrants: AWWA C502, two 2-1/2-inch NPS and one 6-inch NPS outlets, 5-1/4-inch main valve, drain valve, and 6-inch NPS mechanical-joint inlet. Include 250-psig minimum working-pressure design and interior coating according to AWWA C550.

2.12 FIRE DEPARTMENT CONNECTIONS

- A. Exposed, Freestanding, Fire Department Connections: UL 405, cast-brass body, with thread inlets according to NFPA 1963 and matching local fire department hose threads, and threaded bottom outlet. Include lugged caps, gaskets, and chains; lugged swivel connection and drop clapper for each hose-connection inlet; 18-inch high brass sleeve; and round escutcheon plate.
 - 1. Connections: Per Huntsville Fire Department requirements.
 - 2. Inlet Alignment: Per Huntsville Fire Department requirements.
 - 3. Finish Including Sleeve: Per Huntsville Fire Department requirements.
 - 4. Escutcheon Plate Marking: Per Huntsville Fire Department requirements.

2.13 DETECTOR CHECK VALVES

- A. Detector Check Valves: UL 312, galvanized cast-iron body, bolted cover with air-bleed device for access to internal parts, and flanged ends; designed for 200-psig working pressure. Include one-piece bronze disc with bronze bushings, pivot, and replaceable seat. Include threaded bypass taps in inlet and outlet for bypass meter connection. Set valve to allow minimal water flow through bypass meter when major water flow is required.
 - 1. Water Meter: AWWA C700, disc type, of size at least one-fourth size of detector check valve. Include meter, bypass piping, gate valves, check valve, and connections to detector check valve.
- B. Detector Check Valve: UL 312, FM-approved detector check, iron body, corrosion-resistant clapper ring and seat ring material, 200-psig working pressure, flanged ends, with connections for bypass and installation of water meter.

2.14 BACKFLOW PREVENTERS

- A. General: Manufactured backflow preventers, of size indicated for maximum flow rate and maximum pressure loss indicated.
- B. Working Pressure: 200 psig minimum, unless otherwise indicated.
- C. 2-Inch NPS and Smaller: Bronze body with threaded ends.
- D. 2-1/2-Inch NPS and Larger: Bronze, cast-iron, steel, or stainless-steel body with flanged ends.
- E. Interior Lining: AWWA C550, epoxy coating for backflow preventers with cast-iron or steel body.
- F. Interior Components: Corrosion-resistant materials.
- G. Strainer on inlet if strainer is indicated.
- H. Hose-Connection Vacuum Breakers: ASSE 1011, nickel plated, with nonremovable and manual drain features, and ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet. Units attached to rough-bronze-finish hose connections may be rough bronze.
- I. Reduced-Pressure-Principle Backflow Preventer: ASSE 1013, with OS&Y gate valves on inlet and outlet, and strainer on inlet. Include test cocks and pressure-differential relief valve with ASME A112.1.2 air-gap fitting located between 2 positive-seating check valves for continuous-pressure application.
 - 1. Pressure Loss: 12 psig maximum through middle third of flow range.
- J. Reduced-Pressure-Principle Backflow Preventer: AWWA C511, with OS gate valves on inlet and outlet, and strainer on inlet. Include test cocks and pressure-differential relief valve with ASME A112.1.2 air-gap fitting located between 2 positive-seating check valves for continuous-pressure application.
 - 1. Pressure Loss: 12 psig maximum through middle third of flow range.
- K. Double-Check Backflow Prevention Assemblies: ASSE 1015, with valves on inlet and outlet and strainer on inlet. Include test cocks with 2 positive-seating check valves for continuous-pressure application.
 - 1. Pressure Loss: 5 psig maximum through middle third of flow range.
- L. Double-Check-Valve Assembly: AWWA C510, with OS&Y gate valves on inlet and outlet, and strainer on inlet.
 - 1. Pressure Loss: 5 psig maximum through middle third of flow range.
- M. Double-Check-Valve Assembly: UL 312, FM approved. Assembly has two UL 312, FM-approved, iron-body, 200-psig working-pressure, flanged-end check

valves, with two UL 262, FM-approved, iron-body, OS&Y, flanged, 200-psig working-pressure gate valves.

1. Pressure Loss: 5 psig maximum through middle third of flow range.

- N. Antisiphon, Pressure-Type Vacuum Breakers: ASSE 1020, with valves, spring-loaded check valve, and spring-loaded floating disc. Include test cocks and atmospheric vent for continuous-pressure application.

1. Pressure Loss: 5 psig maximum through middle third of flow range.

- O. Reduced-Pressure Detector Assembly Backflow Preventers: ASSE 1047, FM approved or UL listed, with OS&Y gate valves on inlet and outlet, and strainer on inlet. Include pressure-differential relief valve with ASME A112.1.2 air-gap fitting located between 2 positive-seating check valves, test cocks, and bypass with displacement-type water meter, valves, and reduced-pressure backflow preventer, for continuous-pressure application.

1. Pressure Loss: 12 psig maximum through middle third of flow range.

- P. Double-Check Detector Assembly Backflow Preventers: ASSE 1048, FM approved or UL listed, with OS&Y gate valves on inlet and outlet, and strainer on inlet. Include 2 positive-seating check valves and test cocks, and bypass with displacement-type water meter, valves, and double-check backflow preventer, for continuous-pressure application.

1. Pressure Loss: 5 psig maximum through middle third of flow range.

2.15 ANCHORAGES

- A. Clamps, Straps, and Washers: ASTM A 506, steel.
- B. Rods: ASTM A 575, steel.
- C. Rod Couplings: ASTM A 197, malleable iron.
- D. Bolts: ASTM A 307, steel.
- E. Cast-Iron Washers: ASTM A 126, gray iron.
- F. Concrete Reaction Backing: Portland cement concrete mix, 3000 psig.
 1. Cement: ASTM C 150, Type I.
 2. Fine Aggregate: ASTM C 33, sand.
 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 4. Water: Potable.

2.16 ALARM DEVICES

- A. Description: UL 753, FM approved, of types and sizes to mate and match piping and equipment.
- B. Water-Flow Indicators: Vane-type water-flow detector, rated for 250-psig working pressure; designed for horizontal or vertical installation; with 2 SPDT circuit switches to provide isolated alarm and auxiliary contacts, 7 A 125 V, ac and 0.25 A 24 V, dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal when cover is removed.
- C. Supervisory Switches: SPDT, designed to signal valve in other than full open position.
- D. Pressure Switches: SPDT, designed to signal increase in pressure.

2.17 IDENTIFICATION

- A. Refer to Section 310000 "Earthwork" for underground warning tape materials.
- B. Arrange for detectable warning tapes made of solid blue film with metallic core and continuously printed black-letter caption "CAUTION--WATER LINE BURIED BELOW."
- C. Nonmetallic Piping Label: Engraved, plastic-laminate label at least 1 by 3 inches, with caption "CAUTION--THIS STRUCTURE HAS NONMETALLIC WATER-SERVICE PIPING," for installation on main electrical meter panel.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Section 310000 "Earthwork" for excavation, trenching, and backfilling.
- B. Refer to Section 321200 "Hot-Mix Asphalt Paving" for cutting and patching of existing paving.
- C. Refer to Section 321300 "Concrete Paving" for cutting and patching of paving.

3.2 PIPING APPLICATIONS

- A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications:
- B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used in applications below, unless otherwise indicated.

- C. Do not use flanges or keyed couplings for underground piping.
 - 1. Exception: Piping in boxes and structures, but not buried, may be joined with flanges or keyed couplings instead of joints indicated.
- D. Flanges, keyed couplings, and special fittings may be used on aboveground piping.
- E. Potable Water-Service Piping: Use the following:
 - 1. Up to NPS 5: Soft copper tube, Type K (Type A); wrought-copper fittings and brazed joints.
 - 2. NPS 6 and larger: Ductile-iron, mechanical-joint pipe; ductile-iron, mechanical-joint fittings; and mechanical joints.
- F. Fire-Protection Water-Service Piping: Use the following:
 - 1. 4- to 8-Inch NPS: Ductile-iron, push-on-joint pipe; ductile-iron, push-on-joint fittings; and gasketed joints.
 - 2. 4- to 8-Inch NPS: Ductile-iron, mechanical-joint pipe; ductile-iron, mechanical-joint fittings; and mechanical joints.

3.3 VALVE APPLICATIONS

- A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
 - 1. Underground Valves, 3-Inch NPS and Larger: AWWA, gate valves, nonrising stem, with valve box.
 - 2. Underground Valves, 4-Inch NPS and Larger: UL/FM, gate valves, nonrising stem, with indicator post.
 - 3. Pit and Aboveground Installation Valves, 3-Inch NPS and Larger: AWWA, OS&Y gate valves.
 - 4. Pit and Aboveground Installation Valves, 2-1/2-Inch NPS and Larger: UL/FM, OS&Y gate valves.
 - 5. Pit and Aboveground Installation Valves, 2-Inch NPS and Smaller: MSS, nonrising-stem gate valves.
 - 6. Pit and Aboveground Installation Valves, 2-Inch NPS and Smaller: UL/FM, OS&Y gate valves.

3.4 JOINT CONSTRUCTION

- A. Ductile-Iron Piping, Gasketed Joints: According to AWWA C600.
- B. Ductile-Iron Piping, Gasketed Joints for Fire-Service Piping: According to UL 194 and AWWA C600.

- C. Flanged Joints: Align flanges and install gaskets. Assemble joints by sequencing bolt tightening. Use lubricant on bolt threads.
- D. Threaded Joints: Thread pipes with tapered pipe threads according to ASME B1.20.1, apply tape or joint compound, and apply wrench to fitting and valve ends into which pipes are being threaded.
- E. Ductile-Iron, Keyed-Coupling Joints: Cut-groove pipes. Assemble joints with keyed couplings, gaskets, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- F. Copper Tubing, Brazed Joints: According to AWS's "Brazing Handbook," Chapter "Pipe and Tube."
- G. Copper Tubing, Soldered Joints: According to AWS's "Soldering Manual," Chapter "The Soldering of Pipe and Tube."
- H. Copper Tubing, Soldered Joints: According to CDA's "Copper Tube Handbook."
- I. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, OD, and system working pressure. Refer to "Piping Systems - Common Requirements" Article below for joining piping of dissimilar metals.

3.5 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. General Locations and Arrangements: Drawings indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, unless deviations to layout are approved on Coordination Drawings.
- B. Install piping at indicated slope.
- C. Install components with pressure rating equal to or greater than system operating pressure.
- D. Install piping free of sags and bends.
- E. Locate groups of pipes parallel to each other, spaced to permit valve servicing.
- F. Install fittings for changes in direction and branch connections.
- G. Piping Connections: Unless otherwise indicated, make piping connections as specified below:
 - 1. Install unions, in piping 2-inch NPS and smaller, adjacent to each valve and at final connection to each piece of equipment with 2-inch NPS or smaller threaded pipe connection.

2. Install flanges, in piping 2-1/2-inch NPS and larger, adjacent to flanged valves and at final connection to each piece of equipment with flanged pipe connection.
3. Install dielectric fittings to connect piping of dissimilar metals.

3.6 SERVICE ENTRANCE PIPING

- A. Extend water-service piping and connect to water-supply source and building water piping systems at outside face of building wall in locations and pipe sizes indicated.
 1. Terminate water-service piping at building wall until building water piping systems are installed. Terminate piping with valve and cap, plug, or flange as required for piping material. Make connections to building water piping systems when those systems are installed.
- B. Sleeves and mechanical sleeve seals are specified in the Architect specifications "Basic Mechanical Materials and Methods."
- C. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.
- D. Anchor service-entry piping to building wall.

3.7 PIPING INSTALLATION

- A. Water-Main Connection: Arrange for tap in water main, of size and in location indicated, from water utility.
- B. Make connections larger than 2-inch NPS with tapping machine according to the following:
 1. Install tapping sleeve and tapping valve according to manufacturer's written instructions.
 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 3. Install gate valve onto tapping sleeve. Comply with AWWA C600. Install valve with stem pointing up and with cast-iron valve box.
 4. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
- C. Connection of the new 8-inch ductile iron water main to the existing 12-inch high pressure water main shall be with 12-inch x 8-inch Tee in accordance with Athens Utilities Standards.

- D. Comply with NFPA 24 for fire-protection water-service piping materials and installation.
- E. Install ductile-iron piping according to AWWA C600.
- F. Install copper tube and fittings according to CDA's "Copper Tube Handbook."
- G. Bury piping with depth of cover over top at least 30 inches, with top at least 12 inches below level of maximum frost penetration, and according to the following:
 - 1. Under Driveways: With at least 36 inches cover over top.
 - 2. Under Railroad Tracks: With at least 48 inches cover over top.
 - 3. In Loose Gravelly Soil and Rock: With at least 12 inches additional cover.
- H. Install piping under streets and other obstructions that cannot be disturbed, by tunneling, jacking, or combination of both.

3.8 ANCHORAGE INSTALLATION

- A. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:
 - 1. Gasketed-Joint, Ductile-Iron, Potable-Water Piping: According to AWWA C600.
 - 2. Gasketed-Joint, PVC Potable-Water Piping: According to AWWA M23.
 - 3. Fire-Service Piping: According to NFPA 24.
- B. Apply full coat of asphalt or other acceptable corrosion-retarding material to surfaces of installed ferrous anchorage devices.

3.9 VALVE INSTALLATION

- A. General Application: Use mechanical-joint-end valves for 3-inch NPS and larger underground installation. Use threaded- and flanged-end valves for installation in pits. Use nonrising-stem UL/FM gate valves for installation with indicator posts. Use bronze corporation stops and valves, with ends compatible with piping, for 2-inch NPS and smaller installation.
- B. AWWA-Type Gate Valves: Comply with AWWA C600. Install underground valves with stem pointing up and with cast-iron valve box.
- C. UL/FM-Type Gate Valves: Comply with NFPA 24. Install underground valves and valves in pits with stem pointing up and with vertical cast-iron indicator post.

- D. Bronze Corporation Stops and Curb Stops: Comply with manufacturer's written instructions. Install underground curb stops with head pointed up and with cast-iron curb box.

3.10 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. Wet-Barrel Fire Hydrants: Install with valve below frost line. Provide for drainage.
- C. AWWA-Type Fire Hydrants: Comply with AWWA M17.
- D. UL/FM-Type Fire Hydrants: Comply with NFPA 24.

3.11 ROUGHING-IN FOR WATER METERS

- A. Rough-in piping and specialties for water-meter installation according to utility company's written instructions and requirements.

3.12 PIT CONSTRUCTION AND INSTALLATION

- A. Construct pits of cast-in-place concrete pits, with manhole frame and cover, ladder, and drain. Include sleeves with waterproof mechanical sleeve seals for pipe entry and exit. Refer to Structural Specifications for "Cast-in-Place Concrete."
- B. Install precast concrete pits according to ASTM C 891.
- C. Connect area drain outlet to storm drainage piping. Refer to Section 334000 "Storm Drainage."

3.13 DETECTOR CHECK VALVE INSTALLATION

- A. Install detector check valves in pits for proper direction of flow. Install bypass with water meter, gate valves on each side of meter, and check valve downstream from meter.
- B. Support detector check valves, meters, shutoff valves, and piping on brick or concrete piers.

3.14 BACKFLOW PREVENTER INSTALLATION

- A. Install backflow preventers of type, size, and capacity indicated. Include valves and test cocks. Install according to plumbing and health department authorities having jurisdiction.

- B. Do not install reduced-pressure-principle type in pit.
- C. Do not install bypass around backflow preventer.
- D. Support backflow preventers, valves, and piping on brick or concrete piers.

3.15 FIRE DEPARTMENT CONNECTION INSTALLATION

- A. Install fire department connections of types and features indicated.
- B. Install ball drip valves at each check valve for fire department connection to mains.

3.16 ALARM DEVICE INSTALLATION

- A. General: Comply with NFPA 24 for devices and methods of valve supervision. Underground valves with curb boxes do not require supervision. Coordinate with Architect Specifications for "Fire Protection".
- B. Supervisory Switches: Supervise valves in open position.
 - 1. Valves: Grind away portion of exposed valve stem. Bolt switch, with plunger in stem depression, to OS&Y gate-valve yoke.
 - 2. Indicator Posts: Drill and thread hole in upper-barrel section at target plate. Install switch, with toggle against target plate, on barrel of indicator post.
- C. Locking and Sealing: Secure unsupervised valves as follows:
 - 1. Valves: Install chain and padlock on open OS&Y gate valve.
 - 2. Post Indicators: Install padlock on wrench on indicator post.
- D. Pressure Switches: Drill and thread hole in exposed barrel of fire hydrant. Install switch.
- E. Water-Flow Indicators: Install in water-service piping in pit. Select indicator with saddle and vane matching pipe size. Drill hole in pipe, insert vane, and bolt saddle to pipe.
- F. Connect alarm devices to building fire alarm system. Refer to Architect Specifications for "Fire Alarm Systems" for wiring and devices not specified in this Section.

3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent testing agency to perform field quality-control testing. Testing agency must be acceptable to the municipality having jurisdiction over the work being tested.

- B. Piping Tests: Conduct piping tests before joints are covered and after thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- C. Hydrostatic Tests: Test at not less than 1-1/2 times working pressure for 2 hours.
 - 1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for one hour; decrease to 0 psig. Slowly increase again to test pressure and hold for one more hour. Maximum allowable leakage to be per municipal requirements. Remake leaking joints with new materials and repeat test until leakage is within above limits.
 - 2. The amount of leakage in piping shall be measured at the specified test pressure by pumping from a calibrated container. The amount of leakage at the joints shall not exceed two quarts per hour per 100 gaskets or joints irrespective of pipe diameter.
 - 3. The amount of leakage specified above may be increased by one fluid ounce per inch valve diameter per hour for each metal seated valve isolating the test section. If dry barrel hydrants are under pressure, an additional five ounces per minute leakage is permitted for each hydrant.
 - 4. Test certificate contained at the end of this Section shall be submitted.
- D. Prepare reports for testing activities.

3.18 CLEANING

- A. Clean and disinfect water distribution piping as follows:
 - 1. Purge new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
 - 2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by that authority, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
 - 3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities, use procedure described in AWWA C651 or as described below:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine. Isolate system or part thereof and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - c. Following allowed standing time, flush system with clean, potable water until chlorine does not remain in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

- B. Prepare reports for purging and disinfecting activities.

END OF SECTION 33 10 00

CONTRACTOR'S MATERIAL & TEST CERTIFICATE FOR UNDERGROUND PIPING

PROCEDURE

Upon completion of work, inspection and tests shall be made by the contractor's representative and witnessed by an owner's representative. All defects shall be corrected and system left in service before contractor's personnel finally leave the job.

A certificate shall be filled out and signed by both representatives. Copies shall be prepared for approving authorities, owners, and contractor. It is understood the owner's representative's signature in no way prejudices any claim against contractor for faulty material, poor workmanship, or failure to comply with approving authority's requirements or local ordinances.

PROPERTY NAME _____ DATE _____

PROPERTY ADDRESS _____

PLANS

ACCEPTED BY APPROVING AUTHORITY(S) NAMES _____

ADDRESS _____

INSTALLATION CONFORMS TO ACCEPTED PLANS ☐ YES ☐ NO EQUIPMENT USED IS APPROVED ☐ YES ☐ NO

IF NO, STATE DEVIATIONS _____

INSTRUCTIONS

HAS PERSON IN CHARGE OF FIRE EQUIPMENT BEEN INSTRUCTED AS TO LOCATION OF CONTROL VALVES AND CARE AND MAINTENANCE OF THIS NEW

EQUIPMENT? ☐ YES ☐ NO IF NO, EXPLAIN _____

HAVE COPIES OF APPROPRIATE INSTRUCTIONS AND CARE AND MAINTENANCE CHARTS BEEN LEFT ON PREMISES? ☐ YES ☐ NO

IF NO, EXPLAIN _____

LOCATION

SUPPLIES BUILDINGS _____

UNDERGROUND PIPES AND JOINTS

PIPE TYPES AND CLASS _____ TYPE JOINT _____

PIPE CONFORMS TO _____ STANDARD ☐ YES ☐ NO IF NO, EXPLAIN _____

FITTINGS CONFORM TO _____ STANDARD ☐ YES ☐ NO IF NO, EXPLAIN _____

JOINTS NEEDING ANCHORAGE CLAMPED, STRAPPED, OR BLOCKED IN ACCORDANCE WITH _____ STANDARD ☐ YES ☐ NO

IF NO, EXPLAIN _____

TEST DESCRIPTION

FLUSHING:

Flow the required rate until water is clear as indicated by no collection of foreign material in burlap bags at outlets such as hydrants and blow-offs. Flush at flows not less than 390 gpm (1476 L/min) for 4-in. pipe, 610 gpm (2309 L/min) for 5-in. pipe, 880 gpm (3331 L/min) for 6-in. pipe, 1500 gpm (5905 L/min) for 8-in. pipe, 2440 gpm (9235 L/min) for 10-in. pipe, and 3520 gpm (13,323 L/min) for 12-in. pipe. When supply cannot produce stipulated flow rates, obtain maximum available.

HYDROSTATIC:

Hydrostatic tests shall be made at not less than 200 psi (13.8 bars) for two hours or 50 psi (3.4 bars) above static pressure in excess of 150 psi (10.3 bars) for two hours.

LEAKAGE:

New pipe laid with rubber gasketed joints shall, if the workmanship is satisfactory, have little or no leakage at the joints. The amount of leakage at the joints shall not exceed 2 qts per hr (1.89 L/h) per 100 joints irrespective of pipe diameter. The amount of allowable leakage specified above may be increased by 1 fl oz per in. valve diameter per hr (30 mL/25 mm/h) for each metal seated valve isolating the test section. If dry barrel hydrants are tested with the main valve open so that the hydrants are under pressure, an additional 5 oz per min (150 mL/min) leakage is permitted for each hydrant.

Figure A-8-9.1 Typical Contractor's Material and Test Certificate for Underground Piping

FLUSHING TESTSNEW UNDERGROUND PIPING FLUSHED ACCORDING TO _____ STANDARD ☐ YES ☐ NO

BY (COMPANY) _____

IF NO, EXPLAIN _____

HOW FLUSHING FLOW WAS OBTAINED: ☐ PUBLIC WATER ☐ TANK OR RESERVOIR ☐ FIRE PUMPTHROUGH WHAT TYPE OPENING: ☐ HYDRANT BUTT ☐ OPEN PIPELEAD-INS FLUSHED ACCORDING TO _____ STANDARD ☐ YES ☐ NO

BY (COMPANY) _____

IF NO, EXPLAIN _____

HOW FLUSHING FLOW WAS OBTAINED: ☐ PUBLIC WATER ☐ TANK OR RESERVOIR ☐ FIRE PUMPTHROUGH WHAT TYPE OPENING: ☐ Y CONN. TO FLANGE & SPIGOT ☐ OPEN PIPE**HYDROSTATIC TEST**

ALL NEW UNDERGROUND PIPING HYDROSTATICALLY TESTED AT _____ PSI FOR _____ HOURS

JOINTS COVERED ☐ YES ☐ NO**LEAKAGE TEST**

TOTAL AMOUNT OF LEAKAGE MEASURED _____ GALLONS _____ HOURS

ALLOWABLE LEAKAGE _____ GALLONS _____ HOURS

HYDRANTSNUMBER INSTALLED _____ TYPE AND MAKE _____ ALL OPERATE SATISFACTORILY ☐ YES ☐ NO**CONTROL VALVES**WATER CONTROL VALVES LEFT WIDE OPEN ☐ YES ☐ NO IF NO, STATE REASON _____HOSE THREADS OF FIRE DEPARTMENT CONNECTIONS AND HYDRANTS INTERCHANGEABLE WITH THOSE OF FIRE DEPARTMENT ANSWERING ALARM ☐ YES ☐ NO**REMARKS**

DATE LEFT IN SERVICE _____ REMARKS _____

SIGNATURES

NAME OF INSTALLING CONTRACTOR _____

TESTS WITNESSED BY

FOR PROPERTY OWNER (SIGNED) _____ TITLE _____ DATE _____

FOR INSTALLING CONTRACTOR (SIGNED) _____ TITLE _____ DATE _____

ADDITIONAL EXPLANATION AND NOTES

Figure A-8-9.1 (continued)

SECTION 33 40 00**STORM DRAINAGE****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. City of Huntsville, AL Construction Specifications Manual for Public Improvements

ALL STORM DRAINAGE WITHIN CITY OF HUNTSVILLE RIGHT-OF-WAY AND EASEMENTS SHALL BE IN ACCORDANCE WITH CITY OF HUNTSVILLE SPECIFICATIONS. ALL OTHER STORM DRAINAGE SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

1.2 SUMMARY

- A. This Section includes storm drainage outside the building.
- B. Related Sections include the following:
 - 1. Structural Specifications Section "Cast-in-Place Concrete" for concrete structures.

1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. EPDM: Ethylene-propylene-diene-monomer rubber.
- C. PE: Polyethylene plastic.
- D. PVC: Polyvinyl chloride plastic.
- E. HDPE: High Density Polyethylene

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Backwater valves, cleanouts, and drains.
 - 2. Flap Valves
- B. As-Built Record: Record drawings shall not be required for this project.
- C. Shop Drawings: Include plans, elevations, details, and attachments for the following:
 - 1. Precast concrete manholes and other structures, including frames, covers, and grates.
 - 2. Cast-in-place concrete manholes and other structures, including frames, covers, and grates.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions. No utility interruptions are allowed without the Owner's written permission.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Gray-Iron Backwater Valves, Cleanouts, and Drains:
 - a. Josam Co.
 - b. McWane, Inc.; Tyler Pipe; Wade Div.
 - c. MIFAB.
 - d. Smith: Jay R. Smith Mfg. Co.
 - e. Watts Industries, Inc.; Ancon Drain Div.
 - f. Watts Industries, Inc.; Enpoco, Inc. Div.
 - g. Zurn Industries, Inc.; Hydromechanics Div.
 2. Modular Engineered Area Inlets
 - a. Nyoplast-Advanced Drainage Systems, Inc.
 - b. Approved Equal
 3. PVC Backwater Valves and Cleanouts:
 - a. Canplas, Inc.
 - b. IPS Corp.
 - c. NDS, Inc.
 - d. Plastic Oddities, Inc.
 - e. Sioux Chief Manufacturing Co., Inc.
 4. Trench Drain System:
 - a. ACO Polymer Products, Inc.
 - b. Approved equal
 5. Elastomeric In Line Storm Drain Check Valve
 - a. Tideflex Technologies
 - b. Approved equal
 6. Flap Valves:
 - a. Kennedy Valve Company
 - b. Rodney Hunt Company
 - c. Approved equal

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.3 PIPES AND FITTINGS

- A. Ductile-Iron Sewer Pipe: ASTM A 746, for push-on joints.
 - 1. Standard-Pattern, Ductile-Iron Fittings: AWWA C110, ductile or gray iron, for push-on joints.
 - 2. Compact-Pattern, Ductile-Iron Fittings: AWWA C153, for push-on joints.
 - 3. Gaskets: AWWA C111, rubber.
- B. Ductile-Iron Culvert Pipe: ASTM A 716, for push-on joints.
 - 1. Standard-Pattern, Ductile-Iron Fittings: AWWA C110, ductile or gray iron, for push-on joints.
 - 2. Gaskets: AWWA C111, rubber.
- C. Corrugated-Steel Pipe: ASTM A 760/A 760M, Type I, made from ASTM A 929/A 929M, zinc-coated steel sheet for banded joints.
 - 1. Fittings: Fabricated to types indicated and according to same standards as pipe.
 - 2. Connecting Bands: Standard couplings made for corrugated-steel pipe to form soiltight joints.
 - 3. Pipe shall have full bituminous coating and paved invert conforming to the requirements of AASHTO M190.
- D. PVC Sewer Pipe and Fittings: According to the following:
 - 1. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 35, for solvent-cemented or gasketed joints.
 - a. Gaskets: ASTM F 477, elastomeric seals.
- E. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Class III, Wall B, for gasketed joints.
 - 1. Gaskets: ASTM C 443, rubber.
- F. HDPE Pipe and Fittings: According to the following:
 - 1. HDPE Pipe: ASTM F2648. Pipe shall have smooth interior and annular exterior corrugations.
 - 2. Joints: ASTM F2648. Bell & spigot, soil-tight.

3. Gaskets: ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.
4. Fittings: ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of ASTM F 2306.
5. Testing: The manufacturer shall utilize third party testing to document compliance with applicable specification standards.

2.4 SPECIAL PIPE COUPLINGS AND FITTINGS

- A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.
 1. Sleeve Material for Concrete Pipe: ASTM C 443, rubber.
 2. Sleeve Material for Cast-Iron Soil Pipe: ASTM C 564, rubber.
 3. Sleeve Material for Plastic Pipe: ASTM F 477, elastomeric seal.
 4. Sleeve Material for Dissimilar Pipe: Compatible with pipe materials being joined.
 5. Bands: Stainless steel, at least one at each pipe insert.
- B. Bushing-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric bushing fabricated to mate with OD of smaller pipe and ID of adjoining larger pipe, for non-pressure joints.
 1. Material for Concrete Pipe: ASTM C 443, rubber.
 2. Material for Cast-Iron Soil Pipe: ASTM C 564, rubber.
 3. Material for Plastic Pipe: ASTM F 477, elastomeric seal.
 4. Material for Dissimilar Pipe: Compatible with pipe materials being joined.
- C. Pressure-Type Pipe Couplings: AWWA C219, iron-body sleeve assembly matching OD of pipes to be joined, with AWWA C111 rubber gaskets, bolts, and nuts. Include PE film, pipe encasement.
- D. Ductile-Iron, Flexible Expansion Joints: Compound fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Include two gasketed ball-joint sections and one or more gasketed sleeve sections, rated for 250-psig minimum working pressure and for offset and expansion indicated. Include PE film, pipe encasement.
- E. Ductile-Iron Deflection Fittings: Compound coupling fitting with ball joint, flexing section, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for up to 15 degrees deflection. Include PE film, pipe encasement.

- F. Ductile-Iron Expansion Joints: Three-piece assembly of telescoping sleeve with gaskets and restrained-type, ductile-iron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for expansion indicated. Include PE film, pipe encasement.
- G. Elastomeric In Line Storm Drain Check Valve - Check Valves are to be all rubber and the flow operated check type with slip-in cuff or flange connection. The entire Valve shall be ply reinforced throughout the body, disc and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable. The valve shall be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure the disc or bill to the valve housing. The port area of the disc shall contour down, which shall allow passage of flow in one direction while preventing reverse flow. The entire valve shall fit within the pipe I.D. Once installed, the Valve shall not protrude beyond the face of the structure or end of the pipe.

The downstream end of the valve must be circumferentially in contact with the pipe while in the closed positions.

Slip-in style valves will be furnished with a set of stainless-steel expansion clamps. The clamps, which will secure the valve in place, shall be installed inside the cuff portion of the valve, based on installation orientation, and shall expand outwards by means of a turnbuckle. Each clamp shall be pre-drilled allowing for the valve to be pinned and secured into position in accordance with the manufacturer's installation instructions.

Manufacturer must have flow test data from an accredited hydraulics laboratory to confirm pressure drop and hydraulic data. Company name, plant location, valve size patent number, and serial number shall be bonded to the check valve.

2.5 PE FILM, PIPE ENCASEMENT

- A. ASTM A 674 or AWWA C105; PE film, tube, or sheet; 8-mil thickness.

2.6 MANHOLES

- A. Normal-Traffic Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
 - 1. Diameter: 48 inches minimum, unless otherwise indicated.
 - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 - 3. Base Section: 6-inch minimum thickness for floor slab and 5-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.

4. Riser Sections: 5-inch minimum thickness, and lengths to provide depth indicated.
 5. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 6. Gaskets: ASTM C 443, rubber.
 7. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and cover.
 8. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12-inch intervals.
 9. Steps: ASTM C 478, individual steps or ladder.
 10. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
1. Ballast: Increase thickness of concrete, as required to prevent flotation.
 2. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and cover.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12-inch intervals.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12-inch intervals.
- C. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.
- D. Masonry units, brick or concrete masonry units, shall not be utilized as riser sections, rings or leveling material.
- 2.7 CATCH BASINS
- A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
1. Base Section: 6-inch minimum thickness for floor slab and 5-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.

2. Riser Sections: 5-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
 3. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 4. Gaskets: ASTM C 443, rubber.
 5. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match 24-inch diameter frame and grate.
 6. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into base, riser, and top section sidewalls at 12-inch intervals.
 7. Steps: ASTM C 478, individual steps or ladder.
 8. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.
1. Bottom, Walls, and Top: Reinforced concrete.
 2. Channels and Benches: Concrete.
 3. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast steps or anchor ladder into sidewalls at 12-inch intervals.
 4. Steps: Manufactured from deformed, 1/2-inch steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12-inch intervals.
- C. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.
1. Size: 24 by 24 inches minimum, unless otherwise indicated.
 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.
- D. Masonry units, brick or concrete masonry units, shall not be utilized as riser sections, rings or leveling material.

2.8 STORMWATER INLETS

- A. Curb Inlets: Vertical curb opening, of materials and dimensions indicated.
- B. Gutter Inlets: Horizontal gutter opening, of materials and dimensions indicated. Include heavy-duty frames and grates.

- C. Combination Inlets: Vertical curb and horizontal gutter openings, of materials and dimensions indicated. Include heavy-duty frames and grates.
- D. Frames and Grates: Dimensions, opening pattern, free area, and other attributes indicated.
 - 1. Material: ASTM A 536, Grade 60-40-18 minimum, ductile-iron casting.
 - 2. Material: ASTM A 48, Class 30 minimum, gray-iron casting.
 - 3. Grate Free Area: Approximately 50 percent, unless otherwise indicated.
- E. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, ductile-iron castings designed for heavy-duty service. Include 24-inch ID by 7- to 9-inch riser with 4-inch minimum width flange, and 26-inch diameter cover. Include indented top design with lettering "STORM SEWER" cast into cover.
- F. Modular Engineered Curb Inlets: The ductile iron grates for each of these fittings are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer. shall be manufactured from PVC pipe stock, utilizing a thermo-molding process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. The grates furnished for all surface drainage inlets shall be ductile iron grates and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting H-25 wheel loading for heavy-duty traffic or H-10 loading for pedestrian traffic. Grates shall be provided painted black.
 - 1. Joint tightness: ASTM D3212
 - 2. Material: ASTM D3034
 - 3. Gasketed Fittings: ASTM F1336
 - 4. Ductile Iron Castings: ASTM A536 grade 70-50-05

2.9 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

- C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water-cementitious ratio.
1. Include channels and benches in manholes.
 - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - 1) Invert Slope: as noted on the drawings.
 - b. Benches: Concrete, sloped to drain into channel.
 - 1) Slope: 8 percent.
 2. Include channels in catch basins.
 - a. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - 1) Invert Slope: as noted on the drawings.
- D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious ratio.
1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.10 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside caulk or spigot connection and countersunk, tapered-thread, brass closure plug. Use units with top-loading classifications according to the following applications:
1. Light Duty: In earth or grass foot-traffic areas.
 2. Medium Duty: In paved foot-traffic areas.
 3. Heavy Duty: In vehicle-traffic service areas.
 4. Extra-Heavy Duty: In roads.
 5. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.
- B. PVC Cleanouts: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.11 DRAINS

- A. Gray-Iron Area Drains: ASME A112.21.1M, round, gray-iron body with anchor flange and round, secured, gray-iron grate. Include bottom outlet with inside calk or spigot connection, of sizes indicated. Use units with top-loading classifications according to the following applications:
1. Medium Duty: In paved foot-traffic areas.
 2. Heavy Duty: In vehicle-traffic service areas.
- B. PVC Surface Drainage Inlets: PVC surface drainage inlets shall include the drain basin type as indicated on the drawings. The ductile iron grates are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer. The surface drainage inlets shall be as manufactured by Nyloplast, a division of Advanced Drainage Systems, Inc., or approved equal.
1. Drain Basin Materials: The drain basins shall be manufactured from PVC pipe stock, utilizing a thermo-molding process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the main body of the drain basin or catch basin. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.
 2. Grates and Frames Materials: The grates and frames furnished for all surface drainage inlets shall be ductile iron for sizes 8", 10", 12", 15", 18", 24" and 30" and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting H-20 wheel loading for traffic areas or H-10 loading for pedestrian areas. Metal used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05 for ductile iron. Grates shall be provided painted black.
- C. Heavy Duty Polymer Trench Drain System with Slotted Grate: The Trench Drain system shall be ACO Drain S300K complete with Load Class F Slotted gratings secured with 'PowerLok' locking as manufactured by ACO Polymer Products, Inc. or approved equal.
1. Materials - The trench system bodies shall be manufactured from polyester polymer concrete with minimum properties as follows:
 - Compressive strength: 14,000 psi
 - Flexural strength: 4,000 psi
 - Water absorption 0.07%
 - Frost proof

Salt proof

Dilute acid and alkali resistant

2. Configuration - The nominal clear opening shall be 12" (300mm) with overall width of 14.17" (360mm). Pre-cast units shall be manufactured with an invert slope of 0.6% and have a wall thickness of at least 1.18" (30mm). Each unit will feature a full radius in the trench bottom and a male to female interconnecting end profile. Units shall have horizontal cast in anchoring features on the outside wall to ensure maximum mechanical bond to the surrounding bedding material and pavement surface. The ductile iron edge rail will be integrally cast in by the manufacturer to ensure maximum homogeneity between polymer concrete body and edge rail. Each edge rail shall be at least 1/4" (6mm) thick.
 3. Grates - Slotted ductile iron grates are tested to DIN 19580 Load Class F - 200,000lbs - 3,485psi. Ductile iron to ASTM 536-84 - Grade 65-45-12. After removal of grates there shall be uninterrupted access to the trench to aid maintenance.
- D. Sidewalk Duty Polymer Trench Drain System With Slotted Grate: The surface drainage system shall be ACO Drain K100S complete with gratings secured with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or approved equal.
1. Materials - The trench system bodies shall be manufactured from polyester polymer concrete with minimum properties as follows:
 - Compressive strength: 14,000 psi
 - Flexural strength: 4,000 psi
 - Water absorption 0.07%
 - Frost proof
 - Salt proof
 - Dilute acid and alkali resistant
 2. Configuration - The nominal clear opening shall be 4.00" (100mm) with overall width of 5.10" (130mm). Pre-cast units shall be manufactured with either an invert slope of 0.6% or with neutral invert and have a wall thickness of at least 0.50" (13mm). Each unit will feature a full radius in the trench bottom and a male to female interconnecting end profile. Units shall have horizontal cast in anchoring features on the outside wall to ensure maximum mechanical bond to the surrounding bedding material and pavement surface. The galvanized steel edge rail will be integrally cast in by the manufacturer to ensure maximum homogeneity between polymer concrete body and edge rail. Each edge rail shall be at least 1/8" (3mm) thick.
 3. Ductile Iron Grates - Slotted ductile iron grates ACO Type 477 Grid ductile iron grate with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or approved equal. Materials: The covers shall be manufactured from ductile iron and have minimum properties as follows:

- Independently certified to meet Load Class D to DIN 19580 - 90,000 lbs - 1,859 psi
- Ductile iron to ASTM A 536-84 - Grade 65-45-12
- Intake area of 39.7 sq. in. (256.1 cm²) per half meter of grate

Overall width of 4.84" (123mm) and overall length of 19.69" (500mm). Slots measure 1.0" (25mm) by 1.73" (44mm). After removal of grates there shall be uninterrupted access to the trench to aid maintenance.

4. Plastic Grates at Tennis Courts, etc. - Slotted plastic grates ACO Type 494 polypropylene grate with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or approved equal. Materials: The covers shall be manufactured from polypropylene and have minimum properties as follows:
 - Independently certified to meet Load Class A to EN 1433 - 3,500 lbs - 70 psi
 - UV stable polypropylene
 - Intake area of 27.4 sq. in. (176.8 cm²) per half meter of grate

2.12 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone.
 1. Average Size: NSA No. R-5, screen opening 6 inches.
- C. Filter Stone: NSA No. FS-2, No. 4 screen opening, average-size, graded stone.
- D. Energy Dissipators: NSA No. A-1, 3-ton average weight armor stone, unless otherwise indicated.

2.13 FLAP VALVES

- A. General: The Flap Valve, size as indicated on the drawings and valve schedule, will be flange framed with resilient seats, such as Rodney Hunt Series FV-AC or approved equal.
- B. Body: The body will be cast iron, ASTM A126 Class B. The angle of the cover to the vertical, when seated shall be between 2 degrees and 5 degrees from the vertical and be consistent with the proper operation of the gate.
- C. Seat: Resilient seat, neoprene or Buna-N, will be bonded in a groove machined in the body to provide a wide seating surface for the seat machined on the cover.
- D. Cover: The cover, or flap, will be cast iron, ASTM A126 Class B, with spherically dished design to withstand maximum operating loads.

- E. Hinge: The hinge arms will be No. 1 manganese bronze, ASTM B584 C865. The hinge pins, designed in double shear, will be silicon bronze, ASTM B98 C655, or Type 304 stainless steel. Each hinge arm will have two pivot points, an adjustable lower pivot with limited rotation and a threaded upper hinge post to adjust flap valve sensitivity. A lubrication fitting will be supplied for each pivot.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 310000 "Earthwork."

3.2 IDENTIFICATION

- A. Materials and their installation are specified in Section 310000 "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.
 - 1. Use warning tape or detectable warning tape over ferrous piping.
 - 2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 PIPING APPLICATIONS

- A. General: Include watertight, silttight, or soiltight joints.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.
- C. Gravity-Flow Piping: Use the following:
 - 1. NPS 8 to NPS 15: Ductile-iron sewer pipe; standard-pattern, ductile-iron fittings; gaskets; and gasketed joints in NPS 8 to NPS 12. Use ductile-iron culvert pipe; standard-pattern, ductile-iron fittings; gaskets; and gasketed joints in NPS 14 to NPS 16.
 - 2. NPS 8 to NPS 15: Corrugated-steel pipe and fittings, connecting bands, and banded joints.
 - 3. NPS 8 to NPS 15: Corrugated PE drainage tubing and fittings, silttight couplings, and coupled joints in NPS 8 and NPS 10. Use corrugated PE pipe and fittings, silttight couplings, and coupled joints in NPS 12 and NPS 15.
 - 4. NPS 8 to NPS 15: PVC, SDR 35, sewer pipe and fittings, solvent-cemented joints, or gaskets and gasketed joints.

5. NPS 12 and NPS 15: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints. Do not use nonreinforced pipe instead of reinforced concrete pipe in NPS 8 and NPS 10.
6. NPS 18 to NPS 36: Ductile-iron culvert pipe; standard-pattern, cast-iron or ductile-iron fittings; gaskets; and gasketed joints.
7. NPS 18 to NPS 36: Corrugated-steel pipe and fittings, connecting bands, and banded joints.
8. NPS 18 to NPS 36: PVC, ribbed drain pipe and fittings; gaskets; and gasketed joints.
9. NPS 18 to NPS 36: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.
10. NPS 18 to NPS 36: Reinforced-concrete arch pipe, sealing bands, and banded joints.
11. NPS 18 to NPS 36: Reinforced-concrete, elliptical pipe, Type HE, horizontal; sealing bands; and banded joints.
12. NPS 42 to NPS 120: Corrugated-steel pipe and fittings, connecting bands, and banded joints.
13. NPS 42 to NPS 144: Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.

3.4 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

- A. Special Pipe Couplings: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.
 1. Use the following pipe couplings for nonpressure applications:
 - a. Sleeve type to join piping, of same size, or with small difference in OD.
 - b. Increaser/reducer-pattern, sleeve type to join piping of different sizes.
 - c. Bushing type to join piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
 2. Use pressure-type pipe couplings for force-main joints. Include PE film, pipe encasement.
- B. Special Pipe Fittings: Use where indicated. Include PE film, pipe encasement.
- C. Elastomeric In Line Storm Drain Check Valve - Valve shall be installed in accordance with manufacturer's written installation and operation manual and approved submittals.

3.5 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.
- C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
 - 2. Install piping with cover as noted on the drawings.
- F. Extend storm drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
- G. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.

3.6 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.
 - 1. Install PE film, pipe encasement over hubless cast-iron soil pipe and fittings according to ASTM A 674 or AWWA C105.
- B. Ductile-Iron Sewer Pipe with Ductile-Iron Fittings: According to AWWA C600.
 - 1. Install PE film, pipe encasement over ductile-iron sewer pipe and ductile-iron fittings according to ASTM A 674 or AWWA C105.
- C. HDPE Drainage Pipe: According with ASTM D2321. Minimum cover for diameters 4-inch through 48-inch shall be one foot. Minimum cover for 60-inch diameter shall be two feet. Backfill for minimum cover situations shall consist of Class 1 (compacted), or Class 2 (minimum 90% SPD).
- D. Install with top surfaces of components, except piping, flush with finished surface.
- E. Corrugated-Steel Pipe: Join and install according to ASTM A 798. Use soiltight joints made with coupling bands and gaskets, unless otherwise indicated.

- F. PVC Pressure Pipe and Fittings: Join and install according to AWWA M23.
- G. PVC Sewer Pipe and Fittings: As follows:
 - 1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
 - 2. Install according to ASTM D 2321.
- H. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
 - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- I. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.
- J. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

3.7 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Form continuous concrete channels and benches between inlets and outlet.
- C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere, unless otherwise indicated.
- D. Install precast concrete manhole sections with gaskets according to ASTM C 891.
- E. Construct cast-in-place manholes as indicated.

3.8 CATCH-BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.9 STORM DRAINAGE INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.

- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipators at outlets, as indicated.

3.10 MODULAR ENGINEERED DRAINAGE INLETS

- A. The specified PVC surface drainage inlet shall be installed using conventional flexible pipe backfill materials and procedures.
- B. The backfill material shall be crushed stone or other granular material meeting the requirements of class 1 or 2 material as defined in ASTM D2321.
- C. The surface drainage inlets shall be bedded and back-filled uniformly in accordance with ASTM D2321.
- D. The drain basin body will be cut at the time of the final grade so as to maintain a one piece, leak proof structure. No brick, stone or concrete block will be used to set the grate to the final grade height.
- E. For H-25 Load rated installations, an 8" to 10" thick concrete ring will be poured under the grate and frame as recommended by details provided from the manufacturer.

3.11 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

3.12 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Assemble and install stainless-steel drainage systems according to ASME A112.3.1 and manufacturer's written instructions.
- C. Install with top surfaces of components, except piping, flush with finished surface.
- D. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- E. Embed channel sections and drainage specialties in 4-inch minimum concrete around bottom and sides.

- F. Fasten grates to channel sections if indicated.
- G. Assemble trench sections with flanged joints.
- H. Embed trench sections and drainage specialties in 4-inch minimum concrete around bottom and sides.
- I. Make piping connections and install stainless-steel piping with gasketed joints between system components.

3.13 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
- B. Set cleanout frames and covers in earth in cast-in-place concrete block, per the details on the drawings. Set with tops at grade elevations noted on the drawings.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

3.14 TRENCH DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
- B. The trench drain system shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- C. Set drain frames and covers with tops flush with pavement surface.

3.15 TAP CONNECTIONS

- A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.
- B. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
- C. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.

- D. Make branch connections from side into existing piping, NPS 21 or larger, or to underground structures by cutting opening into existing unit large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall, unless otherwise indicated. On outside of pipe or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
 - 1. Use concrete that will attain minimum 28-day compressive strength of 3000 psi, unless otherwise indicated.
 - 2. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
- E. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.16 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned Structures: Excavate around structure as required and use one procedure below:
 - 1. Remove structure and close open ends of remaining piping.
 - 2. Remove top of structure down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
 - 3. Backfill to grade according to Section 310000 "Earthwork."

3.17 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.

2. Place plug in end of incomplete piping at end of day and when work stops.
 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.

END OF SECTION 33 40 00

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