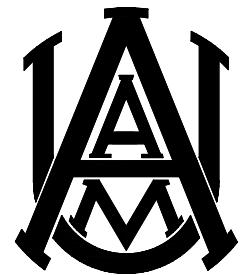


Project Manual

Alabama A&M University Bus Transfer Station Additional Canopy



Architect's Project Number 21207

Alabama DCM Number Unassigned

November 12, 2021



Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

00 01 01 - 1
TITLE PAGE

SECTION 00 01 01

TITLE PAGE

PROJECT MANUAL FOR:

PROJECT:	Bus Transfer Station Additional Canopy
RELEASE DATE:	November 12, 2021
ARCHITECT'S PROJECT NUMBER:	21207
DCM NUMBER:	Unassigned
OWNER:	Alabama A&M University Normal, Alabama
ARCHITECT:	Nola VanPeursem Architects, PC 301 Jefferson Street Huntsville, Alabama 35801 (256) 533-6617 Phone
STRUCTURAL ENGINEER:	PRM Structural Engineering 4835 University Square Suite 17 Huntsville, Alabama 35816 (256) 652-6818 Phone
ELECTRICAL ENGINEER:	Hyde Engineering, Inc. 1525 Perimeter Parkway, Suite 275 Huntsville, Alabama 35806 (256) 270-8013 Phone

END OF SECTION

TABLE OF CONTENTS

<u>Section</u>	<u># Pages</u>
DIVISION 00 - INTRODUCTORY INFORMATION, BIDDING REQUIREMENTS, AND CONTRACT REQUIREMENTS	
00 10 00 Bid Documents and Forms	15
00 22 00 Supplementary Instructions to Bidders	1
00 43 21 Supplement A – List of Subcontractors	1
00 50 00 Construction Documents and Forms	89
DIVISION 01 - GENERAL REQUIREMENTS	
01 10 00 Summary.....	2
01 20 00 Price and Payment Procedures	3
01 21 00 Allowances	2
01 30 00 Administrative Requirements	5
01 32 16 Construction Progress Schedule	3
01 40 00 Quality Requirements	4
01 41 00 Regulatory Requirements	1
01 45 33 Code-Required Special Inspections	11
01 50 00 Temporary Facilities and Controls	3
01 51 00 Temporary Utilities	2
01 60 00 Product Requirements	4
01 70 00 Execution and Closeout Requirements	7
01 78 00 Closeout Submittals	5
DIVISION 02 – EXISTING CONDITIONS - Not Used	
DIVISION 03 – CONCRETE	
03 10 00 Concrete Forming and Accessories.....	3
03 20 00 Concrete Reinforcing	2
03 30 00 Cast-In-Place Concrete	7
03 30 50 Concrete Finishes	3
DIVISION 04 – MASONRY - Not Used	
DIVISION 05 – METALS	
05 12 00 Structural Steel Framing	3
05 50 00 Metal Fabrications.....	3
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES - Not Used	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	
07 90 05 Joint Sealers	4
DIVISION 08 – OPENINGS - Not Used	

DIVISION 09 – FINISHES

09 90 00	Paints and Coatings.....	5
----------	--------------------------	---

DIVISION 10 – SPECIALTIES

10 73 26	Walkway Coverings	7
----------	-------------------------	---

DIVISIONS 10 THRU 25 – Not Used

DIVISION 26 – ELECTRICAL

26 05 19	Low-Voltage Electrical Power Conductors and Cables	3
26 05 26	Grounding and Bonding for Electrical Systems	4
26 05 29	Hangers and Supports for Electrical Systems	3
26 05 33	Raceways and Boxes for Electrical Systems	7
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	3
26 05 53	Identifications for Electrical Systems	6
26 51 00	Interior Lighting	4
26 56 00	Exterior Lighting	6

DIVISIONS 27 THRU 48 - Not Used

END TABLE OF CONTENTS

SECTION 00 10 00

BID DOCUMENTS AND FORMS

PART 1 GENERAL

1.01 DOCUMENTS

- A. Advertisement for Bids - DCM Form C-1, dated August 2021.
- B. Instructions to Bidders - DCM Form C-2, dated August 2021.
- C. Supplement A to the Instructions to Bidders.
- D. Proposal Form - DCM Form C-3, dated August 2021.
- E. Accounting of Sales Tax - DCM Form C-3A-Sales Tax, dated August 2021.
- F. Bid Bond - DCM Form C-4, dated August 2021.
- G. Bidder's List of Quotes - HR DBE, dated March 2008.

1.02 DOCUMENT AVAILABILITY

- A. A copy of the documents and forms noted above is attached hereto, as provided by the Alabama Department of Finance, Real Property Management.
- B. Additional copies may be obtained from the office of the Alabama Department of Finance, Real Property Management, 770 Washington Avenue, Suite 470, Montgomery, Alabama 36104, phone (334) 242-4082 or www.realproperty.alabama.gov

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SAMPLE ADVERTISEMENT FOR BIDS

Sealed proposals will be received by _____
(Owner's legal title)
at the office of _____
(Name and address of Owner's authorized representative)
until _____ CST _____ for
(Hours) (Month), (Day), (Year)
(Description of the work to be inserted here):

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

A cashier's check or bid bond payable to _____
(Owner's legal title)
in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000,
must accompany the bidder's proposal. Performance and Payment Bonds and evidence of insurance required in
the bid documents will be required at the signing of the Contract.

Drawings and specifications may be examined at the office of _____

(Owner's representative and address)
and _____
(appropriate plan rooms; i.e., F. W. Dodge, Builders Exchange, Construction Market Data, etc.).

Bid Documents may be obtained from the Architect (Engineer) upon deposit of \$_____ per set,
which will be refunded in full on the first _____ sets issued to each general contract bidder submitting a bonafide
bid, upon return of documents in good condition within ten days of bid date. Other sets for general contractors,
and sets for subcontractors and dealers, may be obtained with the same deposit, which will be refunded as
above, less cost of printing, reproduction, handling, and distribution.

(If applicable) Only general contractors who have been approved to bid pursuant to prequalification procedures and
criteria established by the Owner will be eligible to bid for the Project. Written prequalification procedures and
criteria are available for review at the office of _____
(Owner's or Architect's/Engineer's representative and address).

Bids must be submitted on proposal forms furnished by the Architect (Engineer) or copies thereof. All
bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors
must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show
evidence of license before bidding or bid will not be received or considered by the Architect (Engineer); the
bidder shall show such evidence by clearly displaying his or her current license number on the outside of the
sealed envelope in which the proposal is delivered. The Owner reserves the right to reject any or all
proposals and to waive technical errors if, in the Owner's judgement, the best interests of the Owner will thereby
be promoted.

(Awarding Authority/Owner)

(Local Awarding Authority/Local Owner)

(Architect/Engineer)

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. If the project involves an estimated amount exceeding \$500,000, this notice must also run at
least once in three newspapers of general circulation throughout the state. Proof of publication is required.

INSTRUCTIONS TO BIDDERS

CONTENTS

- | | |
|---|---|
| 1. <u>Bid Documents</u> | 9. <u>Withdrawal or Revision of Bids</u> |
| 2. <u>General Contractor's</u>
<u>State Licensing Requirements</u> | 10. <u>Opening of Bids</u> |
| 3. <u>Qualifications of Bidders</u>
<u>and Prequalification Procedures</u> | 11. <u>Incomplete and Irregular Bids</u> |
| 4. <u>Preference to Resident Contractors</u> | 12. <u>Bid Errors</u> |
| 5. <u>Examination of Bid Documents and</u>
<u>the Site of the Work</u> | 13. <u>Disqualification of Bidders</u> |
| 6. <u>Explanations and Interpretations</u> | 14. <u>Consideration of Bids</u> |
| 7. <u>Substitutions</u> | 15. <u>Determination of Low Bidder by</u>
<u>Use of Alternates</u> |
| 8. <u>Preparation and Delivery of Bids</u> | 16. <u>Unit Prices</u> |
| | 17. <u>Award of Contract</u> |

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.

SUPPLEMENT A TO THE INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 PURPOSE

- A. The changes, deletions and omissions to DCM Form C-2, Instructions to Bidders.
 - 1. AWARD OF CONTRACT (ITEM NO. 17), modify paragraph b., (3):
 - 3. Awarding Authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution – 40 calendar days after the contractor presents complete and acceptable documents to the Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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.

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.

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.

Letting Date:

BIDDER'S LIST OF QUOTES

In accordance with 49 CFR Part 26.11, the Alabama A&M University Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. The Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising periods. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an updated Form HR-DBE prior to award of contract. Form HR-DBE will accompany form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number, and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term “quoter” shall include all subcontractors, manufacturers, and suppliers of materials.

Providing the listing of quoters in compliance with these provisions shall not be a substitute for the requirements of Subcontractors Fair Practices Act, Chapter 18 Laws of 1988, Sections 13-4-31 through 13-4-43.

Bidder's Name: _____
Project Number: _____
County: _____

[illegible]

SECTION 00 22 00

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 SUPPLEMENTS

- A. The following instructions are in addition to State of Alabama Department of Construction Management Instructions to Bidders - DCM Form C-2, dated August 2021, and the Advertisement for Bids - DCM Form C-1, dated August 2021.

1.02 TIME

- A. Perform the Work within the time stated in Section 01 10 00 - Summary. The bidder, in submitting an offer, accepts the contract time period stated for performing the Work.

1.03 INSTRUCTIONS

- A. All sealed bids will be received by 2:00 p.m. CDT on _____, 2021 at which time each bidder must submit a sealed envelope properly titled containing the Proposal form, the Bid Bond, and Accounting of Sales Tax - DCM Form C-3A form. Upon receipt of these documents the bids will be publicly opened and read aloud. Supplement A – List of Subcontractors (section 00 43 21) and Bidder's List of Quotes – HR-DBE form are to be hand delivered or emailed to the Architect within 24 hours after receipt of bids. No changes to the base bid will be allowed after 2:00 p.m.
- B. Bids will be opened at the Alabama A&M University, Department of Purchasing - Room 305 Patton Hall, 4900 Meridian Street, Normal, Alabama 35762.
- C. Any parties other than General Contractors may obtain contract documents by depositing \$100.00 to Nola | VanPeursem Architects, PC for each set obtained. On return of such documents in good condition within 10 days after the bid opening, the cost of reproduction and postage and mailing will be deducted from the deposit and the balance will be refunded. No refund will be made if plans are not returned in good condition.
- D. General Contractors who submit a bona fide bid will be refunded in full on the first two (2) sets issued, upon return of documents in good condition within ten days of bid date. Additional sets may be obtained under the conditions stated in the above Item C.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

00 43 21 - 1

SUPPLEMENT A - LIST OF SUBCONTRACTORS

SECTION 00 43 21

SUPPLEMENT A - LIST OF SUBCONTRACTORS

PARTICULARS

- 1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
- 1.02 (BIDDER) _____
- 1.03 TO: ALABAMA A & M UNIVERSITY
- 1.04 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
- 1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

LIST OF SUBCONTRACTORS

- 2.01 WORK SUBJECT.....SUBCONTRACTOR NAME
 - 2.02 CONCRETE _____
 - 2.03 STEEL ERECTION _____
 - 2.04 CANOPIES _____
 - 2.05 ELECTRICAL _____
- END OF SUPPLEMENT A

SECTION 00 50 00

CONSTRUCTION DOCUMENTS AND FORMS

PART 1 GENERAL

1.01 DOCUMENTS

- A. Construction Contract - DCM Form C-5, dated August 2021.
- B. Checklist for Preparation and Approval of Construction Contracts and Bonds - DCM Form B-7, dated August 2021.
- C. Certification of Compliance with Section Nine of ACT 2011-535
- D. Performance Bond - DCM Form C-6, dated August 2021.
- E. Payment Bond - DCM Form C-7, dated August 2021.
- F. General Conditions of the Contract - DCM Form C-8, dated August 2021.
- G. Supplementary Conditions of the Contract.
 - 1. Permit Fee & Permit Re-Inspection Fee Calculation Worksheet, Dated August 2021.
 - 2. Appendix A.
 - 3. Appendix B.
 - 4. Appendix C.
 - 5. Wage Rates for Madison County, Alabama.
 - 6. AAMU DOT Form DBE 10 Instructions.
 - 7. AAMU DOT - DBE Utilization Form, dated March 2008.
 - 8. AAMU DOT - Certification of Actual Payments to DBE Firms, dated March 2008.
- H. Application and Certificate for Payment, DCM Form C-10, dated August 2021.
- I. Inventory of Stored Materials, DCM Form C-10SM, dated August 2021.
- J. Schedule of Values, DCM Form C-10SOV, dated August 2021.
- K. Final Payment Checklist, DCM Form B-13, dated August 2021.
- L. Progress Schedule and Report - DCM Form C-11, dated August 2021.
- M. Contract Change Order, DCM Form C-12, dated August 2021.
- N. Change Order Justifications, DCM Form B-11, dated August 2021.
- O. Change Order Checklist, DCM Form B-12, dated August 2021.
- P. Certificate of Substantial Completion, DCM Form C-13, dated August 2021.
- Q. Form of Advertisement of Completion, DCM Form C-14, dated August 2021.
- R. Detail of Project Sign, DCM Form C-15, dated August 2021.
- S. Contractor's Affidavit of Paymnet of Debts & Claims, DCM Form C-18, dated August 2021.
- T. Contractor's Affidavit for Release of Liens, DCM Form C-19, dated August 2021.
- U. Consent of Surety to Final Payment, DCM Form C-20, dated August 2021

Alabama A&M University

Bus Transfer Station

Additional Canopy

Project No. 21207

00 50 00 - 2

CONSTRUCTION DOCUMENTS AND FORMS

V. Pre-Construction Conference Checklist, DCM Form B-8, dated August 2021.

W. State of Alabama Disclosure Statement.

1.02 DOCUMENT AVAILABILITY

- A. A copy of the documents and forms noted above is attached hereto, as provided by the Alabama Department of Finance, Real Property Management.
- B. Additional copies may be obtained from the office of the Alabama Department of Finance, Real Property Management, 770 Washington Avenue, Suite 444, Montgomery, Alabama 36130, phone (334) 242-4082 or www.realproperty.alabama.gov.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

- (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.

**PREPARATION AND APPROVAL OF
CONSTRUCTION
CONTRACTS and BONDS
SUBMITTED ON PAPER**

CHECKLIST

Use with DCM Forms C-5, C-6, & C-7
and DCM Forms 9-A, 9-B, & 9-C

<p>CONSTRUCTION CONTRACT - DCM Form C-5 or DCM Form 9-A (PSCA Projects)</p> <p>Six copies of documents with original signatures required. The numbers in the left column below correspond to numbers in the left margin of the Contract form. If the project is funded partially or fully by the Alabama Public School and College Authority (PSCA), use DCM Form 9-A instead of DCM Form C-5.</p>	
(1)	<p>PROJECT NUMBER(S): Insert the DCM (BC) Project Number in the block provided.</p> <ul style="list-style-type: none"> On DCM Form 9-A, also insert the PSCA Project Number in the block provided.
(2)	<p>DATE: Insert the date upon which the Contractor will sign the contract.</p>
(3)	<p>OWNER: Insert the full, legal name, address, email, and telephone number of the Owner (Awarding Authority).</p> <ul style="list-style-type: none"> On DCM Form 9-A, insert the name, address, email, and telephone number of the Local Owner (city or county school board, college, university, etc.) after "Alabama Public School and College Authority"
(4)	<p>CONTRACTOR: Insert the Contractor's full, legal company name, correct mailing address, email, and telephone number. For State Agency projects, the Contractor Company name and address must match the name and address registered in the State of Alabama Accounting and Resource System (STAARS) used by the State to pay Vendors. The Contractor Company name and address must be consistent across all documents in the same contract package, in order to avoid STAARS rejection.</p> <ul style="list-style-type: none"> On DCM Form 9-A: The Contractor Company name and address must match the name and address registered in STAARS used by the State to pay Vendors. The Contractor Company name and address must be consistent across all documents in the same contract package, in order to avoid STAARS rejection.
(5)	<p>The WORK: Insert the complete name of the Project; same as in the Bid Documents.</p>
(6)	<p>CONTRACT DOCUMENTS: Insert the date of the Bid Documents</p>
(7)	<p>ADDENDA: Identify, by number and date, all pre-bid Addenda that were issued to the Bid Documents. If none were issued, insert "None". All Addenda shall be submitted to DCM for review prior to contract issuance.</p>
(8)	<p>ARCHITECT: Insert the full, legal name, address, email, and telephone number of the Project Architectural or Engineering firm.</p>
(9)	<p>CONTRACT SUM: The Contract Sum is the total of the Contract's Base Bid and accepted Bid Alternate Prices, if any. Insert the Contract Sum in words and figures, verifying that this amount corresponds with the CERTIFIED TABULATION OF BIDS.</p>
(10)	<p>BID ALTERNATE PRICES: Identify which, if any, Bid Alternate Prices are accepted and included in the Contract Sum by inserting either (a) "No Alternate Prices Requested in Bid", (b) "No Alternate Prices Accepted", or (c) a listing of the accepted Alternates by number and dollar amount.</p>
(11)	<p>The CONTRACT TIME: State the Contract Time in words and in figures.</p>
(12)	<p>LIQUIDATED DAMAGES: If the Owner has computed a daily rate for liquidated damages, insert the amount in both words and figures in the spaces provided.</p>
(13)	<p>SPECIAL PROVISIONS: This space may be used to incorporate Special Provisions into the Contract, such as unit prices, compliance with enacted provisions, and value engineering. If the solicitation for bids required Unit Prices, insert a statement of which Unit Prices, if any, are accepted and incorporated into the Contract. If more space is needed, Special Provisions may be stated on an attachment that is cited in the Special Provisions section.</p> <ul style="list-style-type: none"> DCM Form 9-A is published bearing Special Provision "A. Severable Payments", which is where the portions of the Contract Sum to be paid by the PSCA and the Local Owner are to be stated. Obtain these amounts from Local Owner and insert them in the spaces provided. Other Special Provisions, such as disposition of Unit Prices, may be inserted below this provision.
(14)	<p>STATE GENERAL CONTRACTOR'S LICENSE: Insert the Contractor's current state general contracting license number, bid limit, and classification in the spaces provided.</p>

(15)	SIGNATURES - APPROVING and CONTRACTING PARTIES Signature spaces vary for different Owner types and funding sources. Download the appropriate document per Owner/funding type from www.dcm.alabama.gov/forms.aspx . Original signatures required; copies of signatures will not be accepted.
<p align="center">PERFORMANCE BOND, DCM Form C-6 or DCM Form 9-B (PSCA Projects), and PAYMENT BOND, DCM Form C-7 or DCM Form 9-C (PSCA Projects)</p> <p>Before forwarding the Construction Contract and Bonds to the Owner, verify that the Surety has accurately provided all information in the spaces provided. The information should be the same on both Bonds.</p>	
(1)	SURETY'S BOND NUMBER should be inserted in the block provided.
(2)	PRINCIPAL: Contractor's name and address is to be the same as appears in the Construction Contract.
(3)	SURETY: The full, legal name and address of the bonding company.
(4)	OWNER: The Owner's name and address is to be the same as appears in the Construction Contract.
(5)	PENAL SUM: The Penal Sum of each Bond is to be the Contract Sum of the Construction Contract and is to be inserted in both words and figures.
(6)	The Date of the Construction Contract: The date that appears on the Construction Contract.
(7)	The PROJECT: The same name or description as appears in the Construction Contract.
(8)	DATE: After "SIGNED AND SEALED" is to appear the date upon which Contractor and Surety sign the Bond. THIS DATE CANNOT PRECEDE THE DATE OF THE CONSTRUCTION CONTRACT.
(9)	CONTRACTOR'S SIGNATURE: The Contractor's name must appear beneath "CONTRACTOR", under which the signature of a member or officer of the firm must appear with the name and title of the signing party appearing LEGIBLY beneath the signature.
(10)	SURETY'S SIGNATURE: The full, legal name of the bonding company must appear under "SURETY", under which the signature of an individual having power of attorney for the bonding company must appear with the individual's name and title appearing LEGIBLY beneath the signature.
(11)	ATTACHED POWER OF ATTORNEY: Clipped to each copy of the Bonds must be a Power of Attorney, signed by an officer of the bonding company, for the individual signing the bond on behalf of the bonding company. The date of the Power of Attorney <u>must</u> not precede the date of the bond.
<p align="center">ATTACHMENTS</p> <p>The following documents must be attached to each of the six Construction Contract copies:</p> <ul style="list-style-type: none"> Insurance Certificate (attach copy): It is the responsibility of the design professional to ensure all insurance requirements are discussed with bidders prior to a bid and that Contractor has provided the requirements to their insurance provider. Contractor must obtain <u>all</u> insurance coverage specified in Article 37 of the General Conditions of the Contract - required per Section 39-2-8 of the Code of Alabama. Performance Bond: required for contracts of \$50,000.0 or more, attach original with surety's power-of-attorney original - required per Section 39-2-8 of the Code of Alabama. Payment Bond: required for contracts of \$50,000.0 or more, attach original with surety's power-of-attorney original - required per Section 39-2-8 of the Code of Alabama. Certified Tabulation of Bids (attach copy): required for all projects including those with informal bids - required per Section 39-2-6 of the Code of Alabama. DCM Form C-3: Proposal Form (attach copy) DCM Form C-3A: Accounting of Sales Tax (attach copy): copy must be of the executed C-3A from the bid - required per Section 40-9-14.1 of the Code of Alabama. E-Verify Memorandum of Understanding (attach copy): entire document required - required per Section 31-13-25(b) of the Code of Alabama. Alabama Disclosure Statement (attach original) - required per Section 41-16-82 of the Code of Alabama. 	
<p align="center">FORWARDING CONTRACT and ATTACHMENTS</p> <p>After determining that the Construction Contract (signed by the Contractor) and attachments are in order, the design professional shall forward all six (6) copies of these documents (with original signatures) to the Owner for signature. The Owner shall then forward the documents per the Review/Signature Flow instructions specified on the contract form underneath the signature block.</p>	

SUBMITTAL TO DCM:

- All contract documents and attachments must be single-sided on letter-sized paper without staples; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database. Scanners compatible with the database do not scan double-sided nor legal-sized paper.
- Contracts with double-sided printing will not be accepted.
- The Contract Document Administration Fee-CC and the Permit Fee must be paid by the time a Construction Contract for a state agency project, Alabama Community College System (ACCS) project or PSCA-funded project is submitted to DCM for review, or when a fully locally-funded project Construction Contract is converted to PSCA. Contract reviews can begin once the fees have been paid.
- The Permit Fee must be paid by the time a copy of a fully locally-funded K-12 school project's executed Construction Contract is received at DCM's office from the State Department of Education (SDE).

Basic Contract Document Administration (CDA) Fee: This fee covers review of the Agreement Between Owner and Architect (O/A Agreement) and Construction Contract for state agency projects, ACCS projects and partially or fully PSCA-funded projects of K-12 public schools and universities and the related amendments, change orders, service invoices and pay requests. This fee does not apply to fully locally-funded K-12 public school projects or fully locally-funded 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 O/ A Agreement. 1/4 of 1% (.25%) of the Construction Contract Amount for administration of the Construction Contract.

Additional Revised Contract Document Fee: When more than one revision of a Construction Contract is required, an additional fee of \$200.00 will be charged to the design professional for each additional submittal until the document is executed.

Basic Permit Fee: This fee covers required project inspections. The Permit Fee is due when a construction contract or self-performance letter is received by DCM, and must be paid before a Pre-Construction Conference is scheduled with DCM Inspectors for any type of project. Note: although DCM does not review the construction contracts of non-ACCS public higher education institutions such as two and four-year universities, the permit fee must be paid before a required Pre-Construction Conference is scheduled with DCM Inspectors for such projects.

Fees 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 CDA Fees Calculation Worksheet (also available on www.dcm.alabama.gov). Mail payment to: Finance - Construction Management, P.O. Box 301150, Montgomery, AL 36130-1150. For payments using Public School and College Authority (PSCA) funds and for state agency inter-fund transfers: contact Jennie Jones at 334-242-4808 or jennie.jones@realproperty.alabama.gov.

**CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535**

The Undersigned Officer of _____(Company) certifies to the Board of Trustees, Alabama A&M University, that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

PRINT COMPANY NAME

SIGNATURE OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Sworn and subscribed to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

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.

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.

GENERAL CONDITIONS of the CONTRACT

CONTENTS

1. Definitions
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
8. Surveys by Contractor
9. Submittals
10. Documents and Samples at the Site
11. "As-built" Documents
12. Progress Schedule
13. Materials, Equipment & Substitutions
14. Safety & Protection of Persons & Property
15. Hazardous Materials
16. Inspection of the Work
17. Correction of Work
18. Deductions for Uncorrected Work
19. Changes in the Work
20. Claims for Extra Cost or Extra Work
21. Differing Site Conditions
22. Claims for Damages
23. Delays
24. Resolution of Claims and Disputes
25. Owner's Right to Correct Work
26. Owner's Right to Stop or Suspend the Work
27. Owner's Right to Terminate Contract
28. Contractor's Right to Suspend or Terminate
29. Progress Payments
30. Certification & Approvals for Payments
31. Payments Withheld
32. Substantial Completion
33. Occupancy or Use Prior to Completion
34. Final Payment
35. Contractor's Warranty
36. Indemnification Agreement
37. Insurance
38. Performance and Payment Bonds
39. Assignment
40. Construction by Owner or Separate Contracts
41. Subcontracts
42. Architect's Status
43. Cash Allowances
44. Permits, Laws and Regulations
45. Royalties, Patents and Copyrights
46. Use of the Site
47. Cutting and Patching
48. In-progress and Final Cleanup
49. Liquidated Damages
50. Use of Foreign Material
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.

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

PART 1 GENERAL

1.01 PURPOSE

- A. The changes, deletions and omissions to DCM Form C-8, General Conditions of the Contract, relate to the limited contract period of the project.
1. Article 4 – Documents Furnished to Contractor: Zero (0) sets of Drawings and Project Manuals will be furnished to the Contractor by the Architect without charge (this includes the set or sets that the Contractor used in the bidding process). Other copies requested will be furnished at reproduction cost.
 2. Article 16 - Inspection of the Work:
 - a. Add Paragraph G: Follow-up observations will be performed by the Architect or Architect's Consultant each time a punchlist is generated to ensure that punchlist items have been corrected. The cost of additional observations required due to incomplete correction of punchlist items will be the responsibility of the Contractor at the rate of \$150.00 per hour, including travel time.
Shop Drawings and/or submittals requiring resubmission to the Architect due to non-compliance with the Contract Documents and /or incompleteness shall be thoroughly reviewed by the Contractor prior to delivery to the Architect for review. The Contractor shall ensure the completeness and compliance of the submittal materials. Cost incurred by the Owner for review of submittals after the second submittal is rejected will be the responsibility of the Contractor at the rate indicated in the paragraph above.
 - b. Add Paragraph H - Punch List Expectations and its subparagraphs to read as follows:
H. Punch List Expectations:
The General Contractor is to generate a punch list; this list is to be sent to the Architect. After the Architect receives the General Contractors punch list, the Architect will generate a punch list, which will be distributed appropriately. The Architect will not recheck the punch list until the General Contractor notifies the Architect that all punch items are finished and all Subcontractors affected have signed off on. The General Contractor is responsible for getting the punch lists signed off on and send the signed lists to the Architect.
 3. Article 19 - Changes in the work:
 - a. Paragraphs B (1) and B (3) (f) - add subparagraph 1 and its subparagraphs to read as follows:
 1. The following fees apply to changes in the Work:
 - a. 15 percent overhead and profit on the net cost of own Work;
 - b. 10 percent on the cost of Work done by any subcontractor.
 - c. The Agreement identifies the overhead and profit fees applicable for changes in the Work, whether additions to or deductions from the Work on which the Contract Sum is based and identifies the fees for subcontract work for changes (both additions and deductions in the Work. The Contractor shall apply fees as noted, to the Subcontractor's gross (net plus fee) costs on addition work.
 - c. Paragraph D - add subparagraph (8) to read as follows:
(8). All deductive Change Orders are to include a minimum 5 percent return for profit and overhead.
 4. Article 23 - Delays: Paragraph B (2) - delete in its entirety. Time extensions as they relate to weather are outlined in the appendix "WEATHER DELAYS" attached hereto.
 5. Article 29 - Schedule of Values: Add Article 29 in "Appendix C" attached hereto.
 6. Article 44 - Permits, Laws, and Regulations,
 - a. Paragraph A - Permits, Fees, and Notices - The General Contractor is not required to

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

secure and pay for a building permit from the local inspection department.

- b. Paragraph A – Add subparagraph (1) (a) to read as follows, “Public Works Projects Bidding After October 1, 2014, the General Contractor shall secure and pay for building permit fee required under Administrative Rule 170X-8 of The Alabama Building Commission. See attached Permit Fee Calculation Worksheet.”
- 7. Article 49 - Liquidated Damages: Add Article 49 in "Appendix B" attached hereto.
- 8. Article 52 – Compliance with Davis-Bacon Act: Add this article in its entirety to read as follows:

Article 52 – Compliance with Davis-Bacon Act

Federal labor shall apply to the construction work to be performed under the contract. The Owner shall withhold periodic payments until Contractor complies with the requirements and stipulations of all federal requirements. See attached Wage Rates for Madison County, Alabama.

- 9. Article 53 – DBE participation: Add this article in its entirety to read as follows:

Article 53 – DBE Participation

Alabama A&M University has requested 17.91% DBE participation for this project. This means that prime contractors, DBE firms bidding as a prime, and others who bid this project must make a good faith effort to seek DBE participation. Alabama A&M University has a DBE directory that consists of certified DBE firms. These firms and other small businesses should have a maximum opportunity to participate on this project. Only the certified DBE firms will be counted towards the DBE goal. If a respondent plans to use a DBE firm that is not on our list then you need to immediately supply us with their name, address, telephone number, contact person, and other data so that we can initiate our due diligence to ensure that they meet the requirements of 49 CFR Part 26 (Part 23-Where applicable). If they meet these requirements, then they will be counted towards the DBE goal. DBE participation shall be verified prior to award of contract.

DBE instructions and forms are in Bid Documents and Forms (Section 00 10 00) and Construction Documents and Forms (Section 00 50 00). A list of DBE subcontractors is available at the following web site: <https://cpmsapps2.dot.state.al.us/alucp/search>

- 10. Article 54 – BUY AMERICAN PROVISION: Add this article in its entirety to read as follows:

Article 54 – BUY AMERICAN PROVISION

The Contractor acknowledges to and for the benefit of Alabama A&M University that it understands the goods and services under this Agreement are being funded with monies made available by the Federal Transit Administration (FTA). The FTA has provisions commonly known as “Buy American.” The Buy American requirement prohibits the use of FTA funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (“Buy American Requirement”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the owner that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the owner.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from FTA). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of FTA.

Refer to Section 01 30 00 Administrative requirements for submittal procedures pertaining to this provision.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



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.

APPENDIX A

SUPPLEMENTARY CONDITIONS OF THE CONTRACT - WEATHER DELAYS

EXTENSIONS OF CONTRACT TIME

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 the month.

STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

Based on weather data available from the National Oceanic and Atmospheric Administration a Standard Baseline of average climatic range for North Alabama has been determined.

Standard Baseline shall be regarded as the normal and anticipatable 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.

Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	08	07	07	06	07	05	04	05	06	11

ADVERSE WEATHER AND WEATHER DELAY DAYS

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 (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 by day's construction activity by 10:00 a.m., if any is specified.
4. Sustained wind in excess of twenty-five (25) m.p.h.
5. Standing snow in excess of one inch (1.00")

Adverse Weather may include, if appropriate, "dry-out" or "mud" days when all the following conditions are met:

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.

3. At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that totals 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.

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.

REPORTING OF WEATHER DELAYS

Contractor will provide written notice to the Architect, and Construction Manager, by fax, of a day claimed as a potential basis for delay. Notice of a potential basis for delay must be received by the Architect by 9:00 a.m. on the day immediately following the day claimed. At the end of the month the total days claimed will be compared to the Standard Baseline. Bad weather days exceeding the days indicated on the Standard Baseline will be granted as an extension of time.

END OF APPENDIX A

APPENDIX B

SUPPLEMENTARY CONDITIONS OF THE CONTRACT - ARTICLE 49

49. LIQUIDATED DAMAGES:

- A. The Substantial Completion date of this project is critical due to owner occupancy. Delays in the completion of the work as provided for in the Contract Documents will cause undue expense and hardship for the Owner.
- B. Refer to Section 01 10 00 Summary for contract time.
- C. LIQUIDATED DAMAGES:
 - 1. A charge of \$1,000.00 per calendar day will be made against the General Contractor for not meeting the Date of Substantial Completion.
 - 2. The amount of the total charges shall be deducted by the Owner from the Final estimate and shall be retained by the Owner out of moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, it being mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.
- D. Liquidated damages will be processed by change order to the contract price.

END OF APPENDIX B

APPENDIX C

SUPPLEMENTARY CONDITIONS OF THE CONTRACT – ARTICLE 29

29. SCHEDULE OF VALUES:

- A. In accordance with the General Conditions of the Contract, Article 29, Paragraph B, the Contractor shall submit for approval a Schedule of Values as shown below. Items that are not applicable to this project may be omitted.

No.	Divisions of Work
1	Bonds, Insurance & Permits
2	General Conditions
3	Allowances
4	Contingencies
5	Grading & Earthwork
8	Storm Drainage
7	Paving, Curb & Gutter
8	Conc. Walks / Pads / Aprons
9	Site Utilities
10	Demolition
11	Landscaping & Irrigation
12	Concrete Footings / Slabs
13	Precast Concrete - Struct.
14	Masonry - Block
15	Masonry - Brick
16	Cast Stone / Columns
17	Struct. Steel / Misc. Metals
18	Light Gage Metal Trusses
19	Wood Trusses
20	Rough & Finish Carpentry
21	Fiberglass Columns / Cornice
22	Thermal & Moisture
23	Modified Bitumen Roofing
24	Metal Roofing
25	Fiberglass Shingles
26	Spray Fireproofing

No.	Divisions of Work
27	Doors & Frames
28	Hardware
29	Overhead/Roll-Up Doors
30	Windows
31	Storefront / Curtainwall
32	Drywall / Acoustical
33	Gym / Sports Flooring
34	Ceramic / Hard Tile
35	Carpet / VCT
36	Painting / Wall Covering
37	Stucco or EIFS
38	Specialties
39	Misc. Equip. / Furnishings
40	Pre-Engineered Building
41	Canopies
42	Food Service Equipment
43	Gym Equipment / Bleachers
44	Auditorium Seating / Equip.
45	Casework
46	Elevator
47	Fire Protection
48	Plumbing
49	HVAC
50	Electrical
51	Fire Alarm
52	Phone / Data / Security

END OF SECTION

"General Decision Number: AL20210091 01/01/2021

Superseded General Decision Number: AL20200091

State: Alabama

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Madison County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ASBE0078-001 09/30/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.50	14.10

BOIL0108-001 03/01/2018		

	Rates	Fringes
BOILERMAKER.....	\$ 30.07	22.71

ELEC0558-001 01/01/2020		

	Rates	Fringes
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ELECTRICIAN.....	\$ 28.00	4%+12.25
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ENGI0312-001 10/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 27.05	11.38
Forklift.....	\$ 26.05	11.38

SFAL0669-002 01/02/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.52	19.24

SUAL2015-019 08/02/2017

	Rates	Fringes
BRICKLAYER.....	\$ 19.81	0.00
CARPENTER, Includes Form Work....	\$ 15.68	2.85
CEMENT MASON/CONCRETE FINISHER...	\$ 17.15	0.00
GLAZIER.....	\$ 19.14	2.30
IRONWORKER, REINFORCING.....	\$ 22.86	7.94
IRONWORKER, STRUCTURAL.....	\$ 21.77	6.77
LABORER: Common or General.....	\$ 11.47	1.45
LABORER: Mason Tender - Brick...	\$ 11.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.24	0.00
LABORER: Pipelayer.....	\$ 13.88	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.00	0.00
OPERATOR: Bulldozer.....	\$ 18.59	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.89
OPERATOR: Loader.....	\$ 14.69	0.00
OPERATOR: Roller.....	\$ 14.00	1.78
PAINTER (Brush and Roller).....	\$ 15.29	5.68
PAINTER: Spray.....	\$ 14.31	0.00
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 20.48	5.50
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 20.00	4.82
ROOFER.....	\$ 13.66	0.00

SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 19.15	3.97
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.60	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

Alabama A&M University Department of Transportation
AAMU DOT Form DBE 10 Instructions

Block Number	Instructions
1.	AAMU DOT Project Number
2.	County
3.	Division
4.	Prime Contractor for the Project
5.	DBE for the Report
6.	Date of Report
7.	AAMU DOT Estimate Number
8.	Work Period for this Estimate (Beginning Date – Ending Date)
9.	Description of Work – Must include Pay Item No. and Description (Also denote if Partial such as Hauling, Stocking, Furnish & Tie, S.I.P. Form, etc.)
10.	Type of DBE, i.e. Contractor (C), Supplier (S), Manufacturer (M), or Brokerage/Fee (BF) work
11.	Unit of Work
12.	Units
13.	Units of Work Accomplished this Period
14.	Amount Performed for this Period (Block 11 times Block 13)
15.	Units Performed to Date
16.	Amount Performed to Date (Block 11 times Block 15)
17.	Comments Pertinent to this DBE-10
18.	Total Amounts in Block 14
19.	Total Amounts in Block 16
20.	Signature of Prime Contractor's Authorized Representative, Printed Name & Title and Date Signed

- Submittals:
- 1) Invoices are required for all supplier and manufacturer credit.
 - 2) Tickets are required for all "Stocking the Plant" hauling.
 - 3) In lieu of completing the form, the prime contractor may note "See attached" on the form and attach a similar form (ie. subcontractor estimate) provided it has the same data. If the contractor chooses to do this, he will have to adjust the credit on the actual DBE-10 if the DBE is a supplier.

- Notes:
- 1) If data is entered electronically via Excel file, Blocks 14, 16, 18 and 19 will calculate amounts and totals based on unit entries.
 - 2) The form format is for the contractor's convenience. Every effort is made to ensure accuracy, but the prime contractor is responsible for checking all calculations prior to submittal.
 - 3) The worksheets in this workbook are protected (but not password protected) to allow you to tab through only the fields that require data entry. If you need to make changes to the worksheet you can unprotect the worksheets by going to the menu (Tools Protection UnProtect Sheet). Just remember if you unprotect a worksheet, you will need to check the accuracy of the calculations to make certain the formulas were not altered or that the formulas work correctly.

AAMU DOT - DBE Utilization Form
Revised 3-2008

☐ Original
☐ Revised

Alabama A&M University Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Project Number & County: _____ Contractor Name: _____
 Letting Date: _____ Address: _____
 Contract Amount: _____
 Percent DBE Utilization Required: _____

DBE Firm Name & Certification Number	Type of Firm	Pay Item No.	Description of Work (include quantities and subcontract unit prices OR list the type of work and attach additional pages for details)	Dollar Amount
Name				
Cert. Number				
Name				
Cert. Number				
Name				
Cert. Number				
Name				
Cert. Number				
Name				
Cert. Number				
Instructions: 1. This plan must be submitted within the timeframe specified by the contract after notification of apparent low bid. 2. The plan must indicate the contractor will meet the DBE goal in the proposal or documentation of good faith effort must be attached. 3. Type of Firm - Contractor, Supplier, or Manufacturer			Total Dollar Amount to DBE: \$ _____ Required Dollar Amount of DBE Utilization \$ _____	

AAMU DOT Approval: _____
 Date: _____

ALABAMA A&M UNIVERSITY DEPARTMENT OF TRANSPORTATION
Certification of Actual Payments to DBE Firms

Project No.: _____

County: _____

1. The undersigned prime contractor on the above referenced Federal Aid Project No. hereby certifies that full payment was made, or will be made within seven (7) calendar days after final payment, to the DBE firm listed for work performed and/or materials furnished under this project's contract as follows:

DBE Firm Name: _____

was or will be paid \$ _____

Note: this amount does / does not include gross receipts tax and bond.
(circle one) (circle if applicable)

This certification is made under Federal and State laws concerning false statements. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the final acceptance date.

If the DBE Subcontractor/Supplier works for a Non-DBE Subcontractor under the Prime Contractor, the Non-DBE Subcontractor must also complete the form.

Prime Contractor	Non-DBE Subcontractor
By: Signature	Signature
Name: Please print	Please print
Title:	Title:
Date:	Date

2. The undersigned subcontractor/supplier for the above named project hereby certifies that payments were received, or are due to be received as stipulated above.

DBE Subcontractor/Supplier

By: _____
Signature

Name: _____
Please Print

Title: _____

Date: _____

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	\$

<p align="center">CONTRACTOR'S CERTIFICATION</p> <p>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.</p> <p>By: _____ Date: _____ Contractor's Signature</p> <p>Name & Title _____</p> <p>Sworn and subscribed before me this _____ day of _____ Month, Year</p> <p>Seal: _____</p> <p align="center">_____ Notary Public's Signature</p>	<p align="center">ARCHITECT'S/ENGINEER'S CERTIFICATION</p> <p>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.</p> <p>By _____ Architect's/Engineer's Signature</p> <p>Name & Title _____</p> <p>Date _____</p>
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<p align="center">INSTRUCTIONS</p> <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. 	<p align="center">APPROVAL</p> <p align="center">_____ Owner Entity</p> <p>By _____ Signature</p> <p>Name & Title _____</p> <p>Date _____</p>
---	--

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.

SCHEDULE OF VALUES

Project:									
Contractor Company:									
DCM (BC) No.:									
PSCA projects: PSCA No.:									
Application No.:									
Application Date:									
Period From: Period To:									
Retainage: 5% of Completed Work and Stored Materials to Date (G) is retained when G Total is less than 50% of Scheduled Value (C) Total. 0 is retained on final payment application.									
A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value (including fully executed change orders)	Work Completed From Previous Application (D+E)	Work Completed This Period	Materials Presently Stored (Not in D or E)	Completed Work & Stored Materials to Date (D+E+F)	% of Contract to Date (G/C)	Balance to Finish (C-G)	Retainage (Variable Rate)
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.						\$ -			\$ -
TOTALS:						\$ -	\$ -	\$ -	\$ -

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;"> _____ 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.

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.	SITWORK								
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.			

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.

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%;">CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER</td> </tr> <tr> <td>\$ _____</td> <td>+ \$ _____</td> <td>= \$ _____</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.**

**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

DCM Form B-12
August 2021

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.

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.

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)

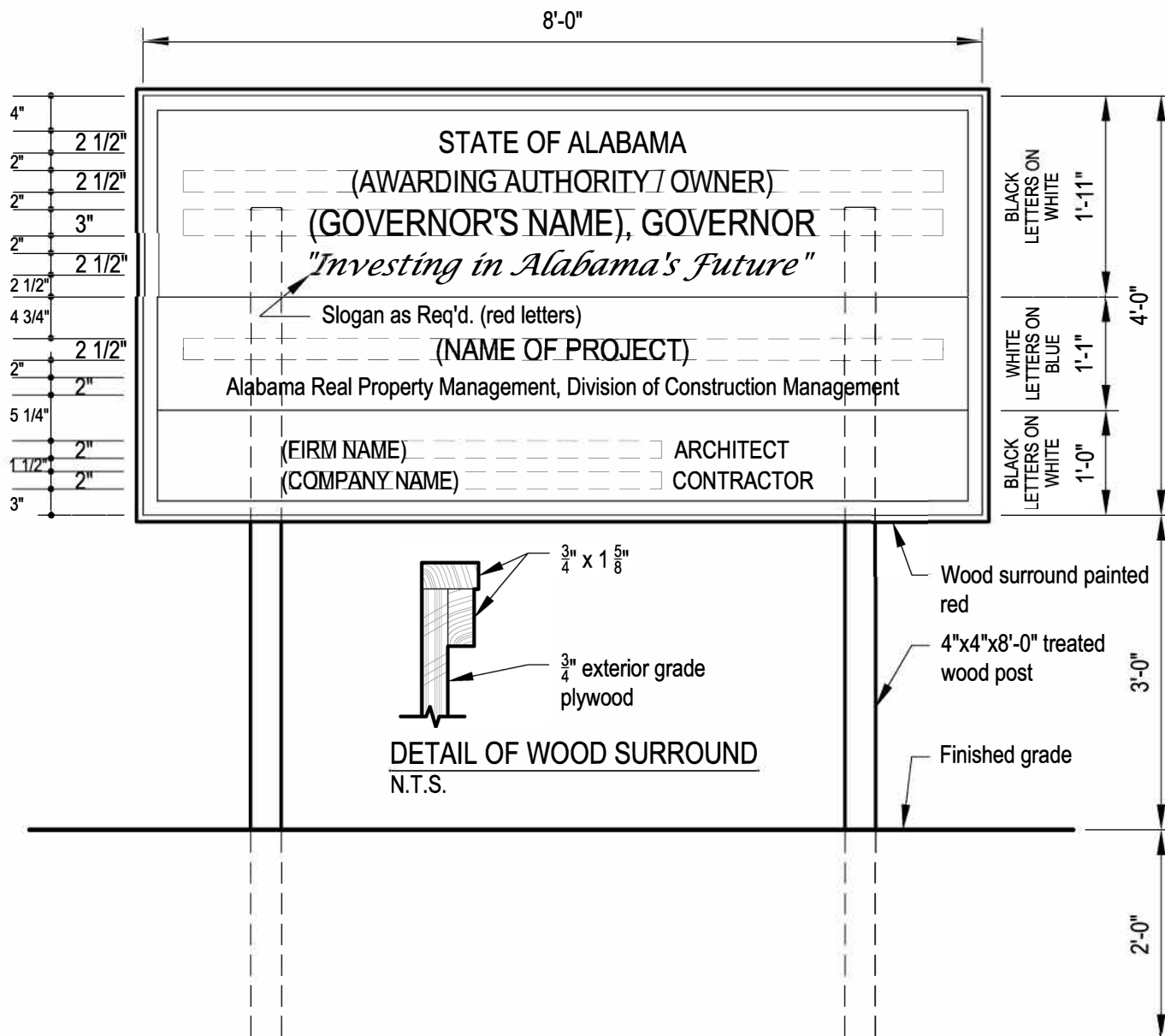
(Contractor)

(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.

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.

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:

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:

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.

PRE-CONSTRUCTION CONFERENCE CHECKLIST

The following are recommended topics to be covered during a Pre-Construction Conference. Contact the DCM Project Inspector at least fourteen (14) days prior to scheduling the conference.

**Item shall be discussed while Owner is present.*

<input type="checkbox"/>	*1. Name and relationship to job of local Owner personnel
<input type="checkbox"/>	2. Public officials involved
<input type="checkbox"/>	3. Names of architect/engineer personnel involved
<input type="checkbox"/>	4. Provide e-mail addresses on Pre-Construction Sign-in sheet
<input type="checkbox"/>	5. Construction sets of plans available to contractor
<input type="checkbox"/>	6. Verify alternates accepted, etc.
<input type="checkbox"/>	7. Approved list of sub-contractors
<input type="checkbox"/>	8. Approved cost breakdown & Progress Schedule
<input type="checkbox"/>	9. Method of approving monthly payment requests
<input type="checkbox"/>	10. Change Orders - Documentation - no prior work, unless authorized in writing
<input type="checkbox"/>	11. Shop drawings, time to process
<input type="checkbox"/>	<p>12. Advance notice for required inspections</p> <p>The contractor will notify the architect by email of the date the project will be ready for an inspection by the Division of Construction Management. Inspections must be requested 14 days in advance. When the DCM Inspector confirms the inspection date and time, the architect will send an email confirming the inspection date and time to all parties as well as a copy to inspections@realproperty.alabama.gov. Cancellations of any scheduled inspection must be received in writing no later than 48 hours prior to the scheduled inspection. If the inspection is canceled, it will be rescheduled subject to the DCM Inspector's availability. Cancellations received less than 48 hours in advance shall incur a \$1,500.00 re-inspection fee. If the contractor is not ready for the scheduled inspection he shall incur a \$1,500.00 re-inspection fee.</p>
<input type="checkbox"/>	<p>13. Inspection Minimum Requirements</p> <p>The following minimum requirements listed below are provided to aid the contractors and architect in determining if a project is ready for a required inspection.</p> <p><u>Pre-Construction Conference:</u> Required Attendees: Contractor, Owner, Architect, Major Subs</p> <ul style="list-style-type: none"> Fully-executed construction contract and Notice to Proceed Verification of payment of permit fee Contractor's statement of responsibility and quality assurance plan (storm shelter) Fire alarm contractor and fire sprinkler contractor certification (from State Fire Marshal) ADEM permit, if more than one acre of land is disturbed <p><u>Pre-Construction Conference for Storm Shelter:</u> Required Attendees: Contractor, Owner, Architect, Structural Engineer, Major Subs, Special Inspections Representative</p> <ul style="list-style-type: none"> The completed and signed DCM Form C-17: Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter (Hurricane Shelter Where Applicable) along with the required Quality Assurance Plan (QAP) must be submitted to the DCM Inspector at the pre-construction conference.

<input type="checkbox"/>	<p>13. <u>Pre-Roofing Conference</u>: Required Attendees: Contractor, Owner, Architect, Roofing Sub, Roofing Manufacturer's Representative</p> <ul style="list-style-type: none"> • Roofing submittals must be approved by the architect prior to pre-roofing conference • Roofing manufacturer must provide documentation that roof design and roofing materials meet code requirements for wind uplift and impact resistance • Copy of sample roof warranty <p><u>Above Ceiling Inspections</u>: Required Attendees: Contractor, Owner, Architect, MEP Engineers, Major Subs</p> <ul style="list-style-type: none"> • All work must be completed except for installation of ceiling tiles, and/or hard ceilings • Space must be conditioned • Permanent power must be connected unless otherwise arranged with the DCM Inspector • Grease duct must be inspected and approved by the DCM Inspector prior to fire wrapping and above-ceiling inspection <p><u>Life Safety Inspections and Final Inspection</u>: Required Attendees: Contractor, Owner, Architect, Engineers, Major Subs, Local Fire Marshal</p> <ul style="list-style-type: none"> • Fire alarm certification • Kitchen hood fire suppression system certification • General contractor's 5-year roofing guarantee (DCM Form C-9) • Roofing manufacturer's warranty • Above ground and below ground sprinkler certifications • Completed certificate of structural engineer's observations (for storm shelter) • Emergency and exit lighting tests • Fire alarm must be monitored • Elevator inspection completed and certificate of operation provided by the State of Alabama Department of Labor • Boiler/vessels inspection completed and certificate of operation provided by the State of Alabama Department of Labor • Pressure test/Flush test for underground sprinkler lines (witnessed by local fire marshal, fire chief and/or DCM Inspector) • Flush/pressure test for new and/or existing fire hydrants • Must have clear egress/access and emergency (for first responders) access to building • Must have ADA access completed <p><u>Year-End Inspection</u>: Required Attendees: Contractor, Owner, Architect, Engineers and/or Major Subs may be required</p> <ul style="list-style-type: none"> • Owner's list of documented warranty items • Reconciliation of user fees with DCM shall be completed prior to inspection
<input type="checkbox"/>	14. Other inspections required before work is covered
<input type="checkbox"/>	15. Inspection report distribution – weekly per Owner-Architect Agreement
<input type="checkbox"/>	16. Record Drawings, definition of, procedures, addenda posted, etc.
<input type="checkbox"/>	*17. Project sign and other job signs
<input type="checkbox"/>	18. Point of contact for project. Job Superintendent and phone number.
<input type="checkbox"/>	*19. Overall phasing of job
<input type="checkbox"/>	20. Contractor's duty to coordinate work of separate contractors
<input type="checkbox"/>	*21. Use of site and existing building, access drive, signs
<input type="checkbox"/>	*22. Use of existing toilets
<input type="checkbox"/>	*23. Coordinate any utilities supplied by Owner
<input type="checkbox"/>	*24. Coordinate outages and work in existing building with Owner
<input type="checkbox"/>	25. Keeping existing exit paths open

<input type="checkbox"/>	26. Routine job cleanup
<input type="checkbox"/>	27. O.S.H.A. - Report all accidents - safety General Contractor's responsibility
<input type="checkbox"/>	28. Contractor is reminded of obligation to comply with the Alabama Child Labor Law and E-verify
<input type="checkbox"/>	29. Project limits
<input type="checkbox"/>	30. Building location relative to critical property line, easement, setback, etc.
<input type="checkbox"/>	31. Locating property line, corners, etc.
<input type="checkbox"/>	32. Verify sanitary outfall before committing floor level
<input type="checkbox"/>	33. ADEM land disturbance permits shall be required if site is over 1-acre.
<input type="checkbox"/>	34. Procedure if bad soil or rock is encountered: Geotech and special inspections
<input type="checkbox"/>	35. Stockpiling topsoil
<input type="checkbox"/>	36. Protecting trees
<input type="checkbox"/>	37. Soil compaction, type soil, lab tests, etc.
<input type="checkbox"/>	38. Soil Treatment, mix on site in presence of Job Superintendent
<input type="checkbox"/>	39. Surveyor to check foundation wall if location critical
<input type="checkbox"/>	40. Ready mix plant, file delivery tickets, slump tests, cylinders
<input type="checkbox"/>	41. Quality of concrete work; concrete testing
<input type="checkbox"/>	42. Inspections before pouring concrete
<input type="checkbox"/>	43. What is expected of masonry work, mortar additive
<input type="checkbox"/>	44. Problems with hollow metal - install proper fire labels
<input type="checkbox"/>	45. Pre-roofing Conference - no roofing materials installed prior to conference, all roofing submittals and warranties must have been reviewed and approved by the Architect prior to the Pre-roofing Conference. Manufacturer's Representative must be present at Pre-roofing conference. The Roofing Manufacturer must show compliance with the IBC wind and impact-resistance requirements. Contractor shall video existing building interior and exterior prior to roofing operations and provide copy to Owner.
<input type="checkbox"/>	46. General Contractor's Roofing Guarantee and Manufacturer's Roofing Warranties must be presented to DCM Inspector at Final Inspection and submitted with Certificate of Substantial Completion
<input type="checkbox"/>	47. Potential conflict of mechanical and electrical equipment; shop drawings
<input type="checkbox"/>	48. Return air plenums (no combustibles)
<input type="checkbox"/>	49. Fire damper installation issues
<input type="checkbox"/>	50. Certificate of Substantial Completion/Final Inspection
<input type="checkbox"/>	51. Conduct of contractor's personnel. No interaction with staff and/or students. No foul language, no smoking or use of tobacco products, no drugs and no firearms on school property.
<input type="checkbox"/>	52. Elevators/Pressure Vessels must be inspected and approved by the State of AL Dept. of Labor prior to final inspection.
<input type="checkbox"/>	53. Life safety, fire alarm, sprinkler and kitchen hood fire suppression systems must be complete and certified prior to final Inspection. Also, exit and emergency lighting must be complete.
<input type="checkbox"/>	54. Comply with ADA requirements: plumbing fixture heights, toilet partition widths, turnaround, signage, parking lot striping, etc.

<input type="checkbox"/>	55. Coordinate with local fire authority to assure access to the building for firefighting equipment during construction and before final acceptance. Provide fire extinguishers as required.
<input type="checkbox"/>	56. Light gauge metal roof framing and/or wood truss framing to be inspected by the structural engineer.
<input type="checkbox"/>	57. Comply with fire hydrant requirement; coordinate with local Fire Authority or State Fire Marshal.
<input type="checkbox"/>	58. Craft-faced insulation is not to be installed exposed.
<input type="checkbox"/>	59. Fire alarm contractor and fire sprinkler contractor must be permitted through the State of Alabama Fire Marshal's Office. Provide permits.
<input type="checkbox"/>	60. All sprinkler system valves must be electrically supervised
<input type="checkbox"/>	*61. Fire alarm monitoring requirements
<input type="checkbox"/>	62. Storm Shelter requirements a. Contractor's Statement of Responsibility and Quality Assurance Plan – Provide paperwork at Pre-Construction Conference b. Certification of Structural Observations from the Structural Engineer of Record must be attached to the Certificate of Substantial Completion form.
<input type="checkbox"/>	63. Third-party inspections/special inspections
<input type="checkbox"/>	64. Release of retainage – 30 days to complete punch list and closeout
<input type="checkbox"/>	*65. Sales tax savings (Alabama Department of Revenue)
<input type="checkbox"/>	66. Project Closeout - precedes Final Payment a. Warranties b. Operating and Maintenance Manuals c. As-built Drawings d. Other requirements
<input type="checkbox"/>	67. Advertisement of Completion - start ad after substantial completion a. for projects less than \$50,000.00, Owner advertises 1 week b. for projects \$50,000.00 or more, Contractor advertises for 4 consecutive weeks
<input type="checkbox"/>	68. Time Extensions
<input type="checkbox"/>	69. Final Payment Application checklist



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
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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
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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.

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Bus Transfer Station Additional Canopy.
- B. Owner's Name: Alabama A & M University.
- C. Architect's Name: Nola | VanPeursem Architects, PC.
- D. The Project consists of the construction of Bus Transfer Station Additional Canopy.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Construction Contract - DCM Form C-5, dated August 2021 located in Section 00 50 00 -Construction Documents and Forms.

1.03 OWNER OCCUPANCY

- A. The Owner intends to occupy the Project by the date stated in the Agreement as the contract completion date.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- B. Provide access to and from site as required by law and by Owner:
- C. Confine operations at site to area permitted by Owner.
- D. Do not unreasonable encumber site with materials or equipment.
- E. Assume full responsibility for protecting and safe-keeping of products stored on premises.

1.05 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

1.06 TIME

- A. It is anticipated that the successful bidder will be issued a notice to proceed within thirty (30) days of the bid date. Substantial completion must be achieved within two hundred forty (240) calendar days after the notice to proceed is issued. Refer to Supplementary Conditions of the Contract located in Section 00 50 00 for contract requirements relating to liquidated damages and time extensions.

1.07 PROJECT SUPERVISION

- A. The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at the project site at all times during performance of the work. The project supervisor shall not be moved to another project or otherwise fail to be in attendance at the project site until the project is substantially complete or until the Architect and Owner approve of the supervisor's absence from the project site.

1.08 SMOKING AND USE OF RADIOS

- A. Owner does not allow smoking, tobacco, fire arms, or drugs on the job site.
- B. General Contractor and Subcontractors personnel shall not have a radio on job-site, shall wear shirts at all times on-site, shall not use foul language in the presence of students or school personnel. Persons violating any of these conditions shall be removed from the job site immediately by the Project Supervisor, warned by their respective employer, and if found violating any condition afterward shall be removed from the project site permanently without any return for any reason.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 50 00 - Construction Documents and Forms: Agreement: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Section 00 50 00 - Construction Documents and Forms: General Conditions of the Contract and Document 00 50 00 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Document 00 50 00 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
- D. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

1.03 SCHEDULE OF VALUES

- A. Submit a printed schedule on DCM Form C-10, January 2021, Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
- D. Include in each line item, the amount of Allowances specified in this section.
- E. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: 26th day through the 25th day of the next month.
- B. Present required information in typewritten form.
- C. Form: DCM Form C-10 January 2021 Application and Certification for Payment. Utilize Schedule of Values for listing items in Application and Certificate for Payment.

- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit six copies of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract

Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.

- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site and applicable taxes. All profit and overhead shall be included in the base bid and shall not be added to items covered by allowance.
- B. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing; and overhead and profit.
- C. Architect Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Architect in selection of products, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order. At the Owner's discretion all or a portion of allowance may be reallocated for miscellaneous changes. Profit and overhead shall be excluded from the cost of changes applied to allowances.
- F. All changes covered by Allowance will be approved by the Owner in writing.
- G. At closeout of Contract, funds remaining in Allowances will be credited to Owner by Change Order, plus a minimum of 5 percent for profit and overhead.

1.04 ALLOWANCES SCHEDULE

- A. Include the stipulated sum of \$30,000.00 for Owner's discretionary use.

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

01 21 00 - 2
ALLOWANCES

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Communication.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

1.02 COMMUNICATION

- A. Electronic mail (e-mail) is required for communications.

1.03 PROJECT COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Major Subcontractors or Suppliers.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Designation of personnel representing the parties in Contract, major subcontractors, and the Architect.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Topics covered under this section will be addressed at the above mentioned Preconstruction Meeting.
- B. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Special Consultants.
 - 5. Contractor's Superintendent.
 - 6. Major Subcontractors.
- D. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy prior to completion.
 - 3. Temporary utilities provided by Owner.
 - 4. Security and housekeeping procedures.
 - 5. Schedules.
 - 6. Application for payment procedures.
 - 7. Procedures for testing.
 - 8. Procedures for maintaining record documents.
 - 9. Requirements for start-up of equipment.
 - 10. Inspection and acceptance of equipment put into service during construction period.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum maximum two week intervals during initial phase of construction and at one week intervals upon commencement of application of finish materials.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that mechanical and electrical contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule every 30 days.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.
- E. ALL SUBMITTALS MUST INDICATE THAT PRODUCT IS MANUFACTURED IN THE UNITED STATES OF AMERICA. ANY SUBMITTAL NOT MEETING THIS REQUIREMENT WILL BE REJECTED.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two that will be retained by Architect.
 - 2. Larger Sheets, Not Larger Than 30 x 42 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.

- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Architect at 301 Jefferson Street, Huntsville, AL 35801.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.
- M. Shop Drawings and/or submittals requiring resubmission to the Architect due to non-compliance with the Contract Documents and /or incompleteness shall be thoroughly reviewed by the Contractor prior to delivery to the Architect for review. The Contractor shall ensure the completeness and compliance of the submittal materials. Cost incurred by the Owner for review of submittals after the second submittal is rejected will be the responsibility of the Contractor at the rate of \$150.00 per hour, including travel time.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS

- A. Section 01 10 00 - Summary: Work sequence.

1.03 REFERENCES

- A. AGC (CPSM) - Construction Planning and Scheduling Manual 2004.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM 2015.

1.04 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 30 days of Work with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
 - 2. Notify Architect of any material or trade that may be a potential delay.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit under transmittal letter form specified in Section 01 30 00.

1.05 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: five years minimum experience in using and monitoring CPM schedules on comparable projects.

1.06 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 24 x 36 inches or width required.
- C. Sheet Size: Multiples of 8-1/2 x 11 inches.

- D. Scale and Spacing: To allow for notations and revisions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules for each stage of Work identified in Section 01 10 00.
- E. Provide sub-schedules to define critical portions of the entire schedule.
- F. Include conferences and meetings in schedule.
- G. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- H. Coordinate content with schedule of values specified in Section 01 20 00.
- I. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Final Completion.
- F. Submit reports required to support recommended changes.

CONSTRUCTION PROGRESS SCHEDULE

- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect including the effects of changes on schedules of separate contractors.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner , and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Mock-ups.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- E. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.04 REFERENCES AND STANDARDS - SEE SECTION 01 41 00

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING AND INSPECTION AGENCIES

- A. Owner will employ and pay for services of an independent testing agency to perform soil and concrete testing all other testing is by Contractor.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings and progress meetings.
 - 8. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:

- a. To provide access to Work to be tested/inspected.
- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
- c. To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
 - 2. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Regulatory requirements applicable to this project are the following:
 - 1. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
 - 2. 29 CFR 1910 - Occupational Safety and Health Standards current edition.
 - 3. ICC (IFC) - International Fire Code; 2015.
 - 4. ICC (IBC) - International Building Code 2015.
 - 5. ICC (IPC) - International Plumbing Code 2015.
 - 6. ICC (IMC) - International Mechanical Code; 2015.
 - 7. ICC (IFGC) - International Fuel Gas Code; 2015.
 - 8. National Electric Code, 2014.
 - 9. NFPA 72 - National Fire Alarm and Signaling Code; 2013.
 - 10. All local governing codes and ordinances.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 45 33

CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements required for compliance with the International Building Code, Chapter 17, Structural Tests and Special Inspections.
- B. Structural testing and special inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve contractor of responsibility for compliance with other construction 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 construction document requirements.
 - 3. Requirements for contractor to provide quality-assurance and -control services required by architect, owner, or authorities having jurisdiction are not limited by provisions of this section.
- C. The owner will engage one or more qualified special inspectors and / or testing agencies to conduct structural tests and special inspections specified in this section and related sections and as maybe specified in other divisions of these specifications.
- D. Related Sections include but are not limited to the following:
 - 1. CAST-IN-PLACE CONCRETE.
 - 2. STRUCTURAL STEEL.

1.03 DEFINITIONS

- A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the building official.
- B. Construction Documents: Written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit. Construction Documents include all supplemental instructions, sketches, addenda, and revisions to the drawings and specifications issued by the registered design professional beyond those issued for a building permit.
- C. Shop Drawings / Submittal Data: Written, graphic and pictorial documents prepared and / or assembled by the contractor based on the Construction Documents.
- D. Structural Observation: Visual observation of the structural system by a representative of the registered design professional's office for general conformance to the

approved construction documents. Structural observations are not considered part of the structural tests and special inspections and do not replace inspections and testing by the testing agency or special inspector.

- E. Special Inspector: A qualified person who demonstrating competence, to the satisfaction of the code enforcement official and registered design professional in responsible charge, for inspection of the particular type of construction or operation requiring special inspection. The special inspector shall be a licensed professional engineer or engineering intern or a qualified representative from the testing agency.
- F. Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
- G. Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.
- H. Testing Agency: A qualified materials testing laboratory under the responsible charge of a licensed professional engineer, approved by the code enforcement official and the registered design professional in responsible charge, to measure, examine, test, calibrate, or otherwise determine the characteristics or performance of construction materials and verify confirmation with construction documents.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Minimum qualifications of inspection and testing agencies and their personnel shall comply with ASTM E329-03 Standard Specification for Agencies in the Testing and / or Inspection of Materials Used in Construction.
 - a. Inspectors and individuals performing tests shall be certified for the work being performed as outlined in the appendix of the ASTM E329. Certification by organizations other than those listed must be submitted to the building official for consideration before proceeding with work.
 - 2. In addition to these requirements, local jurisdiction may have additional requirements. It is the responsibility of the testing and inspection agencies to meet local requirements and comply with local procedures.

1.05 CONFLICTING REQUIREMENTS, REPORTS, AND TEST RESULTS

- 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 the registered design professional in responsible charge for a decision before proceeding.
- 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 the registered design profession in responsible charge for a decision before proceeding.
- C. The special inspector's reports and testing agencies results shall have precedence over reports and test results provided by the contractor.

- D. Where a conflict exists between the construction documents and approved shop drawings / submittal data, the construction documents shall govern unless the shop drawings / submittal data are more restrictive. All conflicts shall be brought to the attention of the registered design professional in responsible charge.

1.06 SUBMITTALS BY SPECIAL INSPECTOR AND / OR TESTING AGENCY

- A. Special inspectors shall keep and distribute records of inspections. The special inspector shall furnish inspection reports to the building official, and to the registered design professional in responsible charge, contractor, architect, and owner. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant and the building official prior to the start of work.
1. Special inspection reports and test results shall include, but not be limited to, the following:
 - a. Date of inspection.
 - b. Description of inspections or tests performed including location (reference grid lines, floors, elevations, etc.).
 - c. Statement noting that the work, material, and / or product conforms or does not conform to the construction document requirements.
 - 1) Name and signature of contractor's representative who was notified of work, material, and / or products that do not meet the construction document requirements.
 - d. Name and signature of special inspector and / or testing agency representative performing the work.
- B. Schedule of Non-Compliant Work: Each agent shall maintain a log of work that does not meet the requirements of the construction documents. Include reference to original inspection / test report and subsequent dates of re-inspection / retesting.
- C. Reports and tests shall be submitted within 1 week of inspection or test. Schedule of Non-Compliant Work shall be updated daily and submitted at monthly intervals.
- D. Final Report of Special Inspections. Submitted by each agent listed in the schedule of Structural Testing and Special Inspections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITY

- A. The contractor shall coordinate the inspection and testing services with the progress of the work. The contractor shall provide sufficient notice to allow proper scheduling of all personnel. The contractor shall provide safe access for performing inspection and on site testing.
- B. The contractor shall submit schedules to the owner, registered design professionals and testing and inspecting agencies. Schedules will note milestones and durations of time for materials requiring structural tests and special inspections.

- C. Each contractor responsible for the construction of a seismic-force-resisting system, designated seismic system, or component listed in the quality assurance plan shall submit a written contractor's statement of responsibility to the building official and to the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following:
 - 1. Acknowledgment of awareness of the special requirements contained in the quality assurance plan.
 - 2. Acknowledgment that control will be exercised to obtain conformance with the construction documents approved by the building official.
 - 3. Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of the reports.
 - 4. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.
- D. Each contractor responsible for the construction of a main windforce-resisting system or a wind-resisting component listed in the quality assurance plan shall submit a written statement of responsibility to the building official and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following:
 - 1. Acknowledgment of awareness of the special requirements contained in the quality assurance plan.
 - 2. Acknowledgment that control will be exercised to obtain conformance with the construction documents approved by the building official.
 - 3. Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of the reports.
 - 4. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.
- E. The contractor shall repair and / or replace work that does not meet the requirements of the construction documents.
 - 1. Contractor shall engage an engineer / architect to prepare repair and / or replacement procedures.
 - 2. Engineer / architect shall be registered in the state in which the project is located. Engineer shall be acceptable to the registered design professional in responsible charge, code enforcement official, and owner.
 - 3. Procedures shall be submitted for review and acceptance by the registered design professional in responsible charge, code enforcement official, and owner before proceeding with corrective action.
- F. The contractor shall be responsible for costs of:
 - 1. Re-testing and re-inspection of materials, work, and / or products that do not meet the requirements of the construction documents and shop drawings / submittal data.
 - 2. Review of proposed repair and / or replacement procedures by the registered design professional in responsible charge and the inspectors and testing agencies.
 - 3. Repair or replacement of work that does not meet the requirements of the construction documents.

3.02 STRUCTURAL OBSERVATIONS

- A. Structural observations may be made periodically as determined by the registered design professional in responsible charge.

3.03 TESTING AND INSPECTION

- A. Testing and inspection shall be in accordance with the attached Schedule of Special Inspections.
- B. Reference related specifications for the minimum level of inspections and testing.
Provide additional inspections and testing as necessary to determine compliance with the construction drawings.

PART 4 SCHEDULES AND FORMS (ATTACHED)

4.01 STATEMENT OF SPECIAL INSPECTIONS.

4.02 SCHEDULE OF SPECIAL INSPECTIONS.

4.03 FINAL REPORT OF SPECIAL INSPECTIONS.

END OF SECTION

STATEMENT OF SPECIAL INSPECTIONS

Project:

Project Address:

Permit Applicant:

Applicant Address:

Owner:

Owner Address:

Registered Design Professionals (RDP):

Architect:

Geotechnical Engineer:

Structural Engineer:

Mechanical Engineer:

Electrical Engineer:

This statement of special inspections is submitted as a condition for permit issuance in accordance with Chapter 17 of the International Building Code. It includes a *Schedule of Special Inspections* applicable to the above referenced project as well as the identity of the individuals, agencies, or firms intended to be retained for conducting these inspections.

The Special Inspector(s) shall keep records of all inspections and shall furnish interim inspection reports to the building official and to the registered design professional in responsible charge at a frequency agreed upon by the permit applicant and building official prior to the start of work. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and the registered design professional in responsible charge prior to completion of that phase of work. A *Final Report of Special Inspections* documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted by each agent at the completion of that phase of work.

Maximum frequency of interim report submittals shall not be less than weekly.

The Special Inspection program does not relieve the contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Owner's Acknowledgement:

Signature

Date

RDP in Responsible Charge

Building Official's Acceptance:

Signature

Date

Permit No.

Frequency of interim report submittals to building official:

☐ Monthly

☐ Bi-Monthly

☐ Upon Completion

☐ Per Attached Schedule

SCHEDULE OF SPECIAL INSPECTIONS

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
1.00	Fabricators			
1.01	The following fabricators, if registered and approved by the building official, may submit "Certificates of Compliance" at the completion of their scope of work that their fabricated items were constructed in accordance with the approved construction documents: steel fabricator, steel joist fabricator.	Periodic		TA
2.00	Soils and Deep Foundations			
2.01	Verify bearing capacities of soils beneath footings.	Periodic	As recommended in approved soils report and specified in earthwork specifications.	TA
2.02	Verify site preparation prior to beginning fill placement. Verify fill material type, placement method, lift thickness, and compaction of fill material. Verify in-place density of compacted fill.	Periodic	As recommended in approved soils report and specified in earthwork specifications.	TA
3.00	Concrete Construction			
3.01	Spread footings are excepted from the inspections listed below.			
3.02	Continuous footings are excepted from the inspections listed below.			
3.03	Concrete cast on non-composite form deck is excepted from the inspections listed below.			
3.04	Inspect concrete formwork except as noted above for proper dimensions. Verify that construction joints are properly keyed. Verify that slab recesses, if any, have been installed.	Periodic	Prior to each pour.	TA
3.05	Inspect reinforcing steel except as noted above for installation including size, spacing and bar clearances. Verify that lap splices and embedment lengths are per the construction documents. Verify that dowels for work above are properly aligned and spaced to match other work.	Periodic	Prior to each pour.	TA
3.06	Inspect bolts	Periodic		TA
3.07	Verify each proposed concrete mix for the project.	Periodic	For each proposed mix.	SER
3.08	Sample all concrete for strength tests and test concrete for slump, air content, temperature, and other tests.	Continuous	During placement operations. Reference concrete specifications for specific tests and frequencies.	TA

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
3.09	Inspect concrete placement except as noted above.	Continuous		TA
3.10	Inspect all concrete curing operations as noted in the extents column.	Periodic	Monitor during hot, cold and windy conditions. Reference concrete specifications.	TA
4.00	Masonry Construction			
4.01	Masonry foundation walls are excluded from inspections listed below.			
4.02	Inspect proportions of site prepared mortar and grout. Inspect construction of mortar joints. Inspect reinforcement for correct size and spacing. Inspect work for correct location and type of embeds and anchor bolts. Inspect work for size and location of structural elements.	Periodic	At beginning of masonry construction and every 5000 square feet of masonry thereafter.	TA
4.03	Inspect masonry cells and cleanouts prior to placement of grout. Inspect grout proportions. Inspect placement of reinforcement.	Periodic	Prior to grouting of masonry.	TA
4.04	Inspect grouting operations to ensure compliance with code and construction documents.	Continuous	During grouting.	TA
4.05	Inspect proportions of site prepared mortar and grout. Inspect placement of masonry units and construction of mortar joints. Inspect reinforcement for correct size and spacing. Inspect work for correct size and location of structural elements.	Periodic	At beginning of masonry construction and every 5000 square feet of masonry thereafter.	TA
4.06	Inspect protection of masonry during cold weather and hot weather.	Periodic	During periods with temperatures below 40 degrees or above 90 degrees.	TA
4.07	Inspect preparation of grout specimens, mortar specimens and / or prisms.	Continuous	During preparation of all specimens.	TA
4.08	Verify compliance with all required inspection provisions of the construction documents and approved submittals.	Periodic	As required for duration of project.	TA
5.00	Steel Construction			
5.01	Inspect high-strength bolts, nuts and washers: a. Identify markings to conform to ASTM standards specified in the construction documents. b. Inspect manufacturer's certificate of compliance.	Periodic	Reference project specifications and ASTM material specifications; AISC 335, (Sect A3.4); AISC LRFD (Sect A3.3).	TA
5.02	Inspect high-strength bolting: Bearing-type connections.	Periodic		TA

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
5.03	Inspect and verify structural steel material: a. Identification markings to conform to ASTM standards specified in the approved construction documents. b. Manufacturers' certified mill test reports.	Periodic	Confirm that materials meet applicable ASTM specifications noted in construction documents.	TA
5.04	Inspect and verify weld filler materials: a. Identification markings to conform to AWS specification in the approved construction documents. b. Manufacturer's certificate of compliance required.	Periodic	Confirm that materials meet applicable ASTM specifications noted in construction documents.	TA
5.05	Inspect welding: Structural Steel: 1) Single-pass fillet welds $\leq 5/16$ " 2) Floor and deck welds.	Periodic	Per specifications and AWS D1.1	TA
5.06	6. Inspect steel frame joint details for compliance with approved construction documents: a. Details such as bracing and stiffening. b. Member locations. c. Application of joint details at each connection.	Periodic	Inspect complete frame.	TA
6.00	Architectural / MEP Components			
6.01	Observe installation of exterior and interior architectural wall panels.			
6.02	Observe anchoring of veneers to the building structure.			
6.03	Verify surface condition preparation of structural members.			
6.04	Verify application of sprayed fire-resistant materials.			
6.05	Verify average thickness of sprayed fire-resistant materials applied to structural members.			
6.06	Verify density of the sprayed fire-resistant material complies with approved fire-resistant design.			
6.07	Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material.			
6.08	Inspect EIFS applications.			
6.09	1704.13 Special Cases (work unusual in nature, including but not limited to alternative construction materials, unusual design applications, systems or materials with special manufacturer requirements. Attach 8 1/2x11 if needed).			

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
6.10	Test smoke control systems.			
7.00	Special Inspections for Seismic Resistance			
7.01	Inspect structural welding in accordance with AISC 341.	Continuous	Exceptions: 1. Single-pass fillet welds not exceeding 5/16 inch in size. 2. Floor and roof deck welding.	TA
7.02	Inspect welding operations of cold-formed steel framing elements of the seismic-force-resisting system.	Periodic		TA
7.03	Inspect screw attachment, bolting, anchoring and other fastening of cold-formed steel framing components within the seismic-force-resisting system.	Periodic		TA
7.04	Certificates of compliance used in masonry construction		Prior to construction.	TA
7.05	Verify masonry f'_m .		Prior to construction.	TA
7.06	Test masonry f'_m .	Periodic	Test for each 5000 sf of masonry.	TA
7.07	Verification of proportions of materials in mortar and grout as delivered to the site	Periodic		TA
7.08	Review certified mill test reports of all concrete reinforcing.			TA
7.09	Submit certificate of compliance for designated seismic system components			

FINAL REPORT OF SPECIAL INSPECTIONS

Project:

Project Address:

Testing / Inspection Agent:

Testing / Inspection Agent Address:

Scope of Testing / Inspections:

(To be completed by Testing / Inspection Agent)

To the best of my information, knowledge, and belief, the special inspections or testing required for this project, and designated for this Agent in the *Schedule of Special Inspections* submitted for permit, have been completed in accordance with the contract documents.

Interim reports submitted prior to this final report and numbered [] to [], form a basis for, and are to be considered an integral part of this final report. The following discrepancies that were outstanding since the last interim report dated [] have been corrected:

(Attach 8 1/2" x 11" continuation sheet(s) if required to complete the description of corrections)

Prepared By:

Type or print name

Signature Date

Special Inspector's Seal

(Licensed Professional Engineer)

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 51 00 - Temporary Utilities.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Internet Connections: Minimum of one; DSL modem or faster.
 - 3. Email: Account/address reserved for project use.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities located at project site is not permitted.
- C. Maintain daily in clean and sanitary condition.
- D. At end of construction, return facilities to same or better condition as originally found.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations .
- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
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- H. Project identification sign.
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- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Construction Material: Contractor's option.

1.07 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner security program.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Existing on-site roads may be used for construction traffic.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Do not allow vehicle parking on existing pavement.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction as required by State of Alabama Division of Construction Management.
- B. Erect on site at location established by Architect.

1.11 FIELD OFFICES (OPTIONAL)

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture. Contractor may designate area of existing structure as a field office.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

01 50 00 - 3
TEMPORARY FACILITIES AND CONTROLS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 51 00

TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls: Telephone service for administrative purposes.

1.03 TEMPORARY ELECTRICITY

- A. Cost: By Owner.
- B. Connect to Owner's existing power service.
 - 1. Exercise measures to conserve energy.
- C. Complement existing power service capacity and characteristics as required.
- D. Permanent convenience receptacles may be utilized during construction.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .
- B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be utilized during construction.

1.05 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Owner.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
 - 1. Exercise measures to conserve water.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections.

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

01 51 00 - 2
TEMPORARY UTILITIES

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Procedures for Owner-supplied products.
- G. Spare parts and maintenance materials.

1.02 RELATED REQUIREMENTS

- A. Section 00 10 00 - Bid Documents and Forms: Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

- A. NEMA MG 1 - Motors and Generators 2018.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.
- C. Motors: Refer to Section 22 05 13, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.
- D. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- E. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for all costs incurred for review or redesign services associated with approval by Architect or Architect's Consultants.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

01 60 00 - 4
PRODUCT REQUIREMENTS

- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.

1.04 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Noise Control: Provide methods, means, and facilities to minimize noise f produced by construction operations.
- G. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.

- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.

- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Utilize recognized engineering survey practices.
- E. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- F. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- G. Periodically verify layouts by same means.
- H. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- B. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.

- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- H. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- I. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- J. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 SYSTEMS STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93.

3.12 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Replace filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Accompany Architect on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Substantial Completion.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- E. Owner will occupy portions of the building as specified in Section 01 10 00.
- F. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- G. Accompany Architect on preliminary final inspection.
- H. Notify Architect when work is considered finally complete.
- I. Complete items of work determined by Architect's final inspection.

3.14 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections during the warranty period.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 50 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.

- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports.
- O. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- B. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- C. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- D. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- G. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
- H. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- I. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- F. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- G. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- H. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- I. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 03 10 00

CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing.
- B. Section 03 30 00 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

- A. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 1999.
- B. ACI 318-02 - Building Code Requirements for Reinforced Concrete and Commentary; American Concrete Institute International; 2005.
- C. ACI 347R - Guide to Formwork for Concrete 2014.

1.04 DESIGN REQUIREMENTS

- A. Design, engineer and construct formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 347R, ACI 301, and ACI 318.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for design, fabrication, erection and removal of formwork.

PART 2 PRODUCTS

2.01 WOOD FORM MATERIALS

- A. Form Materials: At the discretion of the Contractor.

2.02 FORMWORK ACCESSORIES

- A. Form Release Agent: Colorless mineral oil that will not stain concrete, absorb moisture, impair natural bonding of concrete finish coatings, or affect color characteristics of concrete finish coatings.
- B. Dovetail Anchor Slot: Galvanized steel, 22 gage thick, foam filled, release tape sealed slots, anchors for securing to concrete formwork.

- C. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

- A. Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

3.03 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members that are not indicated on drawings.
- F. Provide fillet strips on external corners of beams, joists, and columns.
- G. Install void forms in accordance with manufacturer's recommendations. Protect forms from moisture or crushing.
- H. Coordinate this section with other sections of work that require attachment of components to formwork.
- I. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from Architect before proceeding.

3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items that will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.

- D. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.06 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
 - 1. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.07 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

3.08 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 30 00 - Cast-in-Place Concrete.
- C. Section 04 20 00 - Unit Masonry: Reinforcement for masonry.

1.03 REFERENCE STANDARDS

- A. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement{\ch\#1}.
- B. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2007.
- C. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement 2015.
- D. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel 2011.
- E. CRSI (DA4) - Manual of Standard Practice 2009.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Comply with requirements of ACI SP-66 Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
- C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Welders' Certificates: Submit certifications for welders employed on the project, verifying AWS qualification within the previous 12 months.

PART 2 PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M Grade 60 (420).
 - 1. Deformed billet-steel bars.
 - 2. Unfinished.
- B. Stirrup Steel: ASTM A82/A82M steel wire, unfinished.

- C. Steel Welded Wire Reinforcement: ASTM A 185/A 185M plain type.
 - 1. Flat Sheets.
 - 2. Mesh Size and Wire Gage: As indicated on drawings.
- D. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 - 3. Provide stainless steel, galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches of weathering surfaces.

2.02 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.
- B. Welding of reinforcement is permitted only with the specific approval of Architect. Perform welding in accordance with AWS D1.4.
- C. Locate reinforcing splices not indicated on drawings at point of minimum stress.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing as follows:
 - 1. Beams: 1 1/2 inch
 - 2. Supported Slabs and Joists: 3/4 inch.
 - 3. Column Ties: 1 1/2 inch.
 - 4. Walls (exposed to weather or backfill): 2 inch.
 - 5. Footings and Concrete Formed Against Earth: 3 inch.
 - 6. Slabs on Fill: 3/4 inch.
- E. Conform to applicable code for concrete cover over reinforcement.
- F. Bond and ground all reinforcement to requirements of Section 26 05 26.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Joint devices associated with concrete work.
- D. Miscellaneous concrete elements, including equipment pads, light pole bases, flagpole bases, thrust blocks, and manholes.
- E. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing.
- B. Section 07 90 05 - Joint Sealers.

1.03 REFERENCE STANDARDS

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete 1991 (Reapproved 2009).
- B. ACI 302.1R - Guide for Concrete Floor and Slab Construction 2004 (Errata 2007).
- C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000.
- D. ACI 305R - Hot Weather Concreting 2010.
- E. ACI 306R - Cold Weather Concreting 2010.
- F. ACI 308R - Guide to Curing Concrete 2001 (Reapproved 2008).
- G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary 2011.
- H. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2013.
- I. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2015a.
- J. ASTM C150/C150M - Standard Specification for Portland Cement 2015.
- K. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete 2007.
- L. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete 2015.
- M. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete 2014.
- N. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete 2013.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements.
- C. Samples: Submit two, 12 inch long samples of construction joint devices.
- D. Test Reports: Submit report for each test or series of tests specified.
- E. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction for concrete accessories.
- F. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.05 FIELD SAMPLES

- A. All strength and control test required for concrete shall be performed by a laboratory selected and directed by the Architect, in accordance with provisions of Section 01400.
- B. The testing laboratory, under the direction of the Architect or his representative, shall make, identify, and transport to the testing laboratory a minimum of 1 set of 4 cylinders from each 50 cubic yards or from each day's pour if less than 50 cubic yards. Cylinders shall be made and cured in accordance with ASTM C31 and tested at 7 days and 2 cylinders at 28 days. The fourth cylinder shall be held in reserve and tested at 56 days in the event the 28-day strength is below specification requirements. The 7-day strength shall be at least 60 percent of the required 28-day compressive strength. Each strength test result shall be the average strength of 2 cylinders from the same sample tested at 28 days.
- C. Make at least 1 slump test from each 25 cubic yards of concrete and from each sample from which cylinders are made. Slump tests shall be made in accordance with ASTM C143.
- D. Percent of entrained air shall be determined in accordance with ASTM C231 on the sample from which cylinders are made.

1.06 COMPRESSION TESTS

- A. Building Code Requirements for Reinforced Concrete: Evaluation of results of cylinder tests for concrete shall be according to Section 5 6 of ACI 318-95.
- B. Qualification: Section 5 6 of ACI 318-95 is qualified as follows. No individual strength test result shall be less than the specified 28-day compressive strength for concrete placed in position of critical structural importance in the building or structure, the Architect's decision in identifying positions of critical structural importance in building or structure shall be final.
- C. Compliance: Failure to comply with required evaluation procedure outlined in Paragraphs A and B above shall constitute questionable concrete and the following additional tests shall be made at no cost to the Owner:
 - 1. A minimum of 3 usable cores shall be taken from each area where questionable concrete was placed. Cores shall be taken and tested in accordance with ASTM C42 and Section 5 6 of ACI 318-95. Core test results shall be evaluated in accordance with Section 5 6, of ACI 318-95.
 - 2. If results of core tests do not meet acceptance criteria or if structural inadequacy is in doubt, the Architect may require remedial measures to be taken or load tests in

accordance with Part 6, Chapter 20 of ACI 318-77.

1.07 DEFECTIVE CONCRETE

- A. Where concrete fails to meet specified strength or where defects which cannot be repaired exist, the Work shall be removed and replaced, at Contractor's expense, with Work that meets specification requirements.
- B. The Contractor is solely responsible for furnishing concrete of the strength, quality, and appearance specified.

1.08 BUILT-IN ITEMS

- A. All items specified under other sections of the Project Manual which require being built into the concrete shall be installed as the concrete work progresses.
- B. The Contractor shall be responsible for placing of items required by subcontractors.
- C. Electrical conduits and other other pipes indicated to be embedded in concrete shall be of such size and location so as not to reduce strength of structures. Conduits less than 1 inch in diameter are not regarded as reducing strength of structure. Any areas weakened by conduit or pipe shall be reinforced with additional reinforcement as directed by the Architect.

1.09 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Acquire cement from same source and aggregate from same source for entire project.
- C. Follow recommendations of ACI 305R when concreting during hot weather.
- D. Follow recommendations of ACI 306R when concreting during cold weather.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
 - 2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

2.02 REINFORCEMENT

- A. Comply with requirements of Section 03 20 00.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal portland type.
- B. Fine and Coarse Aggregates: ASTM C 33.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: Clean and not detrimental to concrete, potable.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

- B. Air Entrainment Admixture: ASTM C 260. Provide Air Mix manufactured by Euclid .
- C. Chemical Admixtures: ASTM C 494/C 494M, Type F - Water Reducing, High Range and Type G - Water Reducing, High Range and Retarding.
 - 1. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

2.05 ACCESSORY MATERIALS

- A. Bonding Agent: ASTM C 1059, Type II acrylic non-redispersable type.
- B. Epoxy Bonding System: ASTM C 881, type as required by project conditions.
- C. Vapor Retarder: 10 mil thick (minimum) polyethylene.
- D. Chemical Hardener: Fluosilicate solution designed for densification of cured concrete slabs.
- E. Non-Shrink Grout: ASTM C1107/C1107M; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - 1. Minimum Compressive Strength at 48 Hours: 2,400 psi.
 - 2. Minimum Compressive Strength at 28 Days: 7,000 psi.
- F. Moisture-Retaining Cover: ASTM C171; regular curing paper, white curing paper, clear polyethylene, white polyethylene, or white burlap-polyethylene sheet.
- G. Liquid Curing Compound: ASTM C 309, Type 1, clear or translucent.

2.06 BONDING AND JOINTING PRODUCTS

- A. Joint Filler: Nonextruding, resilient asphalt impregnated fiberboard or felt, 1/2 inch thick and 4 inches deep ; tongue and groove profile.
- B. Construction Joint Devices: Integral extruded plastic; 1/2 inch thick, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge.
- C. Sealant and Primer: As specified in Section 07 90 05.

2.07 CONCRETE MIX DESIGN

- A. Mix and deliver concrete in accordance with ASTM C94.
- B. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- C. Limit percentage of fly ash to 25% (by weight).
- D. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer. Use of admixtures will not relax cold weather placement requirements.
- E. Calcium chloride shall not be used.
- F. Use set retarding admixtures during hot weather only when approved by the Architect/Engineer.
- G. Add air entraining agent to normal weight concrete mix for work exposed to exterior.
- H. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 psi.

2. Slump: 3 to 5 inches.

2.08 BATCHING

- A. Provide necessary equipment to accurately determine and control the actual amount of materials entering the concrete mix. Weigh individual ingredients separately for each batch. The accuracy of weighing devices shall be such that successive quantities can be measured to within 1 percent of the desired amount.
- B. Completely discharge contents of mixer before each new batch is loaded. The use of retempered concrete is not acceptable.

2.09 MIXING

- A. Transit Mixers: Comply with ASTM C 94 and as follows.
 1. Use a separate water metering device (not truck tank) for measuring water added to the original batch.
 2. The use of wash water as a portion of the mixing water is not acceptable. Dump all wash water added to empty drums after discharging, before a new batch is received.
 3. Mixing drums shall be watertight.
 4. Discharge concrete within 1-1/2 hours from time concrete was mixed, if central mixed, or from the time original water was added, if transit mixed.
 5. Producer shall furnish delivery tickets with each load of concrete delivered under this specification. Delivery ticket shall show clearly the class and strength of concrete, size of coarse aggregate, and the slump ordered.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- E. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- F. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.

- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Notify Architect not less than 24 hours prior to commencement of placement operations.
- D. Ensure reinforcement, inserts, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

3.04 CONCRETE FINISHING

- A. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
 - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- B. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
 - 1. Surfaces to Receive Thick Floor Coverings: "Wood float" as described in ACI 302.1R; thick floor coverings include quarry tile, ceramic tile, and terrazzo with full bed setting system.
 - 2. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI 301.1R; thin floor coverings include carpeting, resilient flooring, seamless flooring, thin set quarry tile, and thin set ceramic tile.
 - 3. Other Surfaces to Be Left Exposed: "Steel trowel" as described in ACI 302.1R, minimizing burnish marks and other appearance defects.
 - a. Chemical Hardener: After slab has cured, apply water-diluted hardener in three coats per manufacturer's instructions, allowing 24 hours between coats.
- C. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.

3.05 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than 7 days.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.
- D. Surfaces Not in Contact with Forms:
 - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 - 2. Final Curing: Begin after initial curing but before surface is dry.
 - a. Moisture-Retaining Cover: Seal in place with waterproof tape or adhesive.
 - b. Curing compound: Apply in two coats at right angles, using application rate recommended by manufacturer. Curing compound shall not be used on floors to receive hardener, directly applied setting beds, or topping or carpet.

3.06 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.

- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.
- E. Compressive Strength Tests: ASTM C39/C39M. For each test, mold and cure four concrete test cylinders. Obtain test samples for every 50 cu yd or less of each class of concrete placed.
- F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.07 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

END OF SECTION

SECTION 03 30 50

CONCRETE FINISHES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Scratch, broom, troweled, and non-slip finishes.

1.02 SAMPLE PANELS

- A. Sample panels to be inspected by the Architect/Engineer for uniformity, color and texture.
- B. The finishes in the complete structure shall match the sample panels approved by the Architect/Engineer.
- C. Prepare sample panels of the following finishes:
 - 1. Rubbed Finish: Select a portion of the structure which will not be exposed to view and apply a rubbed finish. See Paragraph 3.1, Subparagraph D, Item 2 of this Section for rubbed finish requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 FORMED SURFACES FINISHES

- A. Immediately after removal of forms, the surface shall be inspected by the Architect/Engineer.
- B. Minor defects (1-1/2 inches or less in depth) in the Work shall be repaired by patching the same day the forms are removed. Defects shall be cut back at 90 degrees to the surface at least 1 inch deep without feather edges. After soaking with water, a dry mortar mix shall be packed into defect. In exposed work, the mortar mix shall be determined by trial method to produce a color and texture which will match adjoining concrete. After the mortar has attained its initial set, the patch shall be scraped or rubbed flush with the concrete and matched to the color and texture of the adjoining surface.
- C. Description of Finishes:
 - 1. Common Finish: Remove all fins and loose material and patch defects and tie holes.
 - 2. Rubbed Finish: After applying a common finish, rub the surface as follows. Finish shall be produced on green concrete as soon as possible after removal of forms, but no later than the day following removal of forms. Surface shall be wet with water and rubbed with carborundum brick or other abrasive until a uniform color and texture are produced. No cement grout or slush shall be used other than the cement paste drawn from the green concrete by the rubbing process. Match finish of approved sample.
- D. Schedule of Finishes:
 - 1. Common Finish: For all formed surfaces which will not be exposed to view in the finish structure.
 - 2. Rubbed Finish: For exposed surfaces where indicated on Drawings.

3.02 FLATWORK FINISHES

- A. Slabs shall be consolidated and screeded to an even surface using a straight edge and screed strips to set accurately and securely to the proper grade and prepared for finishing. Surfaces shall slope to drains where applicable.
- B. Exterior Concrete Walks, Platforms and Landings: Slope 1/8 inch per foot unless otherwise indicated. Walks shown crown in the center or if adjoining the building, slope away from the building unless otherwise shown. All exposed edges of walks shall be tooled to form 1/4 inch radius rounded edges.
- C. Scratch Finish: Remove surface water and laitance and roughen the surface with a stiff brush, leaving the aggregate slightly exposed and rough to provide good mechanical bond.
- D. Float Finish: Begin when water sheen has disappeared and the concrete has hardened sufficiently so that the weight of a man standing on it leaves only a slight imprint on the surface. Consolidate the surface by hand or machine floating. Recheck the trueness of surface at this state with a 10 foot straight edge applied at not less than 2 different angles. Cut down all high spots and fill all low spots to produce planes checking true under the straight edge in all directions with a tolerance not to exceed 1/8 inch every 10 feet. Immediately refloat the slab to a uniform, smooth granular texture.
- E. Broom Finish: Provide a float finish and then score the surface in a transverse direction by drawing a broom or burlap belt across the surface, to a texture approved by the Architect/Engineer.
- F. Trowel Finish: Provide a float finish and follow by steel troweling. Produce a smooth surface relatively free from defects with a power trowel. After the surface has hardened sufficiently, trowel by hand. After a ringing sound is produced as the trowel is moved over the surface, make the final troweling. Thoroughly consolidate the surface by hand troweling. The finish surface shall be free of trowel marks, pin holes, and other imperfections; producing a uniform texture and appearance, in a plane within the tolerance specified. Correct any deviation from the above condition which remains after troweling by grinding or filling with an approved material.

3.03 SCHEDULE OF FINISHES

- A. Scratch Finish: For all concrete surfaces which will be covered with setting beds or topping.
- B. Broom Finish: For all exterior walks, exterior steps, exterior landings, and entrance slabs.
- C. Trowel Finish: For all interior floor slabs which are to be exposed or covered, and other areas where indicated on Drawings.

3.04 FLOOR TREATMENTS

- A. Covered concrete floors: Concrete floors which will be covered with floor coverings shall be thoroughly cured in accordance with Section 03 30 00.

3.05 CURING

- A. Curing of finished surfaces is specified in Section 03 30 00 - Cast-In-Place Concrete

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

03 30 50 - 3
CONCRETE FINISHES

3.06 INSPECTION

- A. The Architect/Engineer or his representative shall inspect finished concrete for compliance with the requirement of this Section.
- B. Areas which do not comply therewith shall be refinished or corrective measures made, directed by the Architect.

END OF SECTION

SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grouting under base plates.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Steel fabrications affecting structural steel work.
- B. Section 10 73 26 - Walkway Coverings: Structural steel framing members, support members, base plates, and anchor bolts for walkway coverings.

1.03 REFERENCE STANDARDS

- A. AISC (MAN) - Steel Construction Manual 2017.
- B. AISC S303 - Code of Standard Practice for Steel Buildings and Bridges 2016.
- C. AISC S348 - Specification for Structural Joints Using ASTM A325 or A490 Bolts; 2004.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- F. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- G. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength 2014.
- H. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021.
- I. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021.
- J. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- K. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink) 2017.
- L. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength 2020.
- M. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.

- O. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic") 2002 (Ed. 2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
 - 2. Connections.
- C. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Fabricate structural steel members in accordance with AISC "Steel Construction Manual."
- B. Comply with Section 10 of AISC "Code of Standard Practice for Steel Buildings and Bridges" for architecturally exposed structural steel.
- C. Design connections not detailed on drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in Alabama.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Grout: Non-shrink, non-metallic aggregate type, complying with ASTM C1107/C1107M and capable of developing a minimum compressive strength of 7,000 psi at 28 days.

2.02 SOURCE QUALITY CONTROL

- A. Provide shop testing and inspection of structural steel per Special Inspections as noted in drawings and specifications.
- B. High-Strength Bolts: Provide testing and verification of shop-bolted connections in accordance with AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".
- C. Welded Connections: Visually inspect all shop-welded connections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

3.02 ERECTION

- A. Erect structural steel in compliance with AISC "Code of Standard Practice for Steel Buildings and Bridges".
- B. Allow for erection loads, and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Field weld components indicated on shop drawings.

- D. Use carbon steel bolts only for temporary bracing during construction, unless otherwise specifically permitted on drawings. Install high-strength bolts in accordance with AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".
- E. Do not field cut or alter structural members without approval of Architect.
- F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.
- G. Grout solidly between column plates and bearing surfaces, complying with manufacturer's instructions for nonshrink grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees.

3.03 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.

3.04 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00.
- B. High-Strength Bolts: Provide testing and verification of field-bolted connections in accordance with AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.
- B. Bollards

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Placement of metal fabrications in concrete.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2012.
- C. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2013.
- D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2014.
- E. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength 2014.
- F. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength (Metric) 2014.
- G. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2013.
- H. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2014.
- I. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2015.
- J. ASTM B85/B85M - Standard Specification for Aluminum-Alloy Die Castings 2013.
- K. ASTM B177/B177M - Standard Guide for Engineering Chromium Electroplating 2011.
- L. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- M. AWS D1.1/D1.1M - Structural Welding Code - Steel 2015.
- N. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 1999 (Ed. 2004).
- O. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic") 2002 (Ed. 2004).
- P. SSPC-SP 2 - Hand Tool Cleaning 1982 (Ed. 2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A 36/A 36M.
- B. Steel Tubing: ASTM A 500 Grade B cold-formed structural tubing.
- C. Plates: ASTM A 283.
- D. Pipe: ASTM A 53/A 53M Grade B Schedule 40, black finish.
- E. Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M) Type 1, galvanized to ASTM A153/A153M where connecting galvanized components.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and plastic filler.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

- A. Decorative Bollards: To be equal to 24 inch Concrete Ball Bollard (Type B - Protruding Pipe: 3 inch galvanized pipe protruding 18 inches) by Highland Products Group LLC. See drawings for locations.

2.04 FINISHES - STEEL

- A. Prime paint all steel items.

1. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Beginning of installation means erector accepts existing conditions.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on shop drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed .

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 07 90 05

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Precompressed foam sealers.

1.02 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants 2014.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants 2013.
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168 current edition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.

1.04 MOCK-UP

- A. Provide mock-up of sealant joints in conjunction with window under provisions of Section 01 40 00.
- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

1.05 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.
 - 1. Provide a Twenty (20) year material warranty for exterior silicone sealants used in wall applications.
 - 2. The installation contractor shall issue a separate two (2) year warranty against defects in installed materials and workmanship, beginning from the date of Substantial Completion of the installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gunnable and Pourable Sealants:
 - 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com
 - 2. Bostik Inc: www.bostik-us.com
 - 3. Dow Corning Corporation: www.dowcorning.com
 - 4. Tremco Global Sealants: www.tremcosealants.com
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Silicone; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
 - 1. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - Exterior Expansion Joint Sealer: Precompressed foam sealer; urethane with water-repellent;
 - 1. Color: Black.
 - 2. Size as required to provide weathertight seal when installed.
 - 3. Applications: Use for:
 - a. Exterior wall expansion joints.
- D. Type 3 - Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
 - 1. Applications: Use for:
 - a. Concealed sealant bead in sheet metal work.
 - b. Concealed sealant bead in siding overlaps.
- E. Type 4 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- F. Type 6 - Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, I, M and A; single component.
 - 1. Color: Gray.
 - 2. Applications: Use for:
 - a. Joints in sidewalks and vehicular paving.

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056 sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

3.06 SCHEDULE

- A. Control and Expansion Joints in Paving: Type 6.
- B. Exterior Wall Expansion Joints: Type 2.
- C. Lap Joints in Exterior Sheet Metal Work: Type 3.

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

07 90 05 - 4
JOINT SEALERS

- D. Butt Joints in Exterior Metal Work and Siding: Type 1.
- E. Joints Between Exterior Metal Frames and Adjacent Work (except masonry): Type 1.
- F. Interior Joints for Which No Other Sealant is Indicated: Type 4; .

END OF SECTION

SECTION 09 90 00

PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Mechanical and Electrical:
 - a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, mechanical equipment, and electrical equipment, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
 - c. Paint all exposed mechanical, plumbing, or electrical accessories on sloped roof areas, including that which is factory-finished.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Ceramic and other tiles.
 - 7. Brick, architectural concrete, cast stone, integrally colored plaster and stucco.
 - 8. Exterior insulation and finish system (EIFS).
 - 9. Glass.
 - 10. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Shop-primed items.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 8-1/2 x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
 - 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
- B. Paints:
 - 1. Glidden Professional: www.gliddenprofessional.com.
 - 2. Benjamin Moore & Co: www.benjaminmoore.com/#sle.
 - 3. PPG Architectural Finishes, Inc: www.ppgaf.com/#sle.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.

3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 1. Primers maybe tinted to 50 percent of finish color.
- C. Volatile Organic Compound (VOC) Content:
 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Chemical Content: The following compounds are prohibited:
 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint ME-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
 1. Gloss: Two coats of latex enamel.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

- C. Remove or repair existing coatings that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- H. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- I. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- J. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand wood surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- H. Label all fire and smoke walls in accordance with applicable Building Codes.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

3.05 SCHEDULE - PAINT SYSTEMS

- A. Steel Fabrications: Finish all surfaces exposed to view.
 - 1. Exterior: ME-OP-3L, gloss; finish all surfaces, including concealed surfaces, before installation.

Alabama A&M University
Bus Transfer Station
Additional Canopy
Project No. 21207

09 90 00 - 5
PAINTS AND COATINGS

END OF SECTION

SECTION 10 73 26

WALKWAY COVERINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Canopies, walkway coverings, enclosed walkways, etc.

1.02 REFERENCES

- A. Federal Specifications (Fed. Spec.):
 - 1. QQ-A-200/9C(1)...Extruded aluminum members 6063-T5, et. al.
 - 2. HH-I-521B...Insulation board, Thermal, Semi-Rigid Polyurethane.
 - 3. TT-S-001657...Sealants, Type 1.
- B. American Society for Testing Materials (ASTM):
 - 1. C-920-79...Elastomeric Joint Sealants Type S, Class 12, Grade NS
 - 2. C-518...Insulation Board, Semi-Rigid Polyurethane.
 - 3. E-84...Standards method of test for surface burning characteristics of building materials.
- C. American National Standards Institute (ANSI): ANSI A58.1... Gravity and Lateral Loads Design.
- D. Uniform Federal Accessibility Standards: FED-STD-795, 4/1/88....4.13 Door Accessibility.
- E. The Aluminum Association (AA): Designation System for Aluminum Finishes (March 1973)
- F. International Conference of Building Officials, Uniform Building Code.
- G. Public Law 101-336: Americans with Disabilities Act of 1990 (ADA).
- H. Standards of the American Welding Society.
- I. AISC Publications:
 - 1. Code of Standard Practice for Steel Buildings and Bridges.
 - 2. Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings, including Commentary.
 - 3. Structural Welding Code - Steel
- J. Test Reports:
 - 1. ASTM D 635 – Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position.
 - 2. ASTM D 1929 – Standard Test Method for Determining Ignition Temperature of Plastics.
 - 3. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 4. ASTM E 308 – Standard Practice for Computing the Colors of Objects.
 - 5. ASTM E 313 – Standard Practice for Calculating Yellowness and Whiteness Indices.

1.03 DESIGN REQUIREMENTS

- A. Basic Wind Speed: Per ASCE 7-16.
- B. Basic Snow Load: Per ASCE 7-16.
- C. Seismic Load: Per ASCE 7-16.

1.04 SUBMITTALS

- A. Specified Manufacturer: Product shall be as manufactured by Duo-Gard Industries, Inc., Canton, MI. Requests for approval of other brands shall be submitted to owner 14 days prior to bid date and shall be accompanied by complete product data, drawings, and references, as described below. Samples submitted upon request.
- B. Product Data: Submit manufacturer's product data, including materials, components, finish and all accessories and equipment furnished.
- C. Submittal Drawings: Submit manufacturer's design drawings, including plans, elevations, sections and details, dimensions, anchorage, fasteners and locations, flashing and seal details if applicable, finish, and options.
- D. Erection Drawings: Submit manufacturer's instructions and drawings, and develop erection procedures to enable field installation and repair.
- E. Manufacturer's Project References: Submit list of completed projects including project name and location and type of shelters manufactured.
- F. Warranty: Submit manufacturer's standard warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Continuously engaged in Shelter manufacturing with a minimum of 10 years successful experience.
 - 2. Able to demonstrate successful performance on comparable projects.
 - 3. Responsible for all components, including structural design.
 - 4. Qualified steel fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Manufacturer, Category BU; Building Fabricator. Manufacturer shall provide their active AISC certification number and affix it on the cover page of shop drawing set.
 - 5. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, 2015 "Structural Welding Code - Steel."
 - 6. Comply with applicable provisions of the following specifications and documents:
 - 7. AISC 303-16, AISC 341-16 and AISC 341s1. 3. AISC 360 -16, AISC 358-16 and AISC 358s1-18, RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- B. Installer's Qualifications:
 - 1. Authorized by manufacturer to install Shelters.
 - 2. Trained by manufacturer' standard training methods and policies.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name, manufacturer, and location of installation with detailed written instructions for installation.

- B. Storage: Store materials in a clean, dry area indoors in accordance with manufacturer's instructions.

1.07 WARRANTY

- A. Steel Structure Warranty Period: One year starting on date of substantial completion.
- B. Translucent Roof Assembly Warranty Period:
1. Warranty: Written warranty, executed by the manufacturer agreeing to repair components of translucent canopy system that fail in materials or workmanship within the specified warranty period. Failure includes, but are not limited to the following:
 - a. Structural failures.
 - b. Failure of systems to meet performance requirements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 2. System Warranty: Provide written warranty from manufacturer agreeing to replace materials that exhibit defects from manufacturing or fabrication that contribute to water leakage (as defined above) or Structural failure. The manufacturer will, in a timely fashion, furnish (only) new components to replace those found to be defective.
 - a. Warranty Period: 5 years from date of substantial completion.
 3. Polycarbonate Warranty: Provide written warranty from manufacturer agreeing to repair or replace work that has or develops defects in the polycarbonate panels. "Defects" is defined as abnormal aging or deterioration.
 - a. Warranty period for polycarbonate: 10 years from date of substantial completion:
 - 1) Yellowing – The changes of yellowing index established in accordance to ASTM D 1925 standard should be less than 10 delta after 10 years, in relation to the original value.
 - 2) Change in light transmission of no more than 6% per ASTM D-1003 in relation to the original value.
 - 3) No delamination of panel affecting appearance, performance or structural integrity of the cellular polycarbonate glazing panel.
 - 4) No breakage due to direct effect from weather conditions and hail impact as defined by manufacturers written warranty submitted as part of paragraph 1.04.F in this specification.
 4. Finish Warranty: Provide written warranty from manufacturer agreeing to repair or replace work with finish defects. "Defects" is defined as peeling, chipping, chalking, fading, abnormal aging or deterioration and failure to perform as required.
 - a. Warranty Period for "Tnemec" finish: 10 Years from date of shipment from manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Duo-Gard Industries Inc., www.duo-gard.com.
- B. Substitutions: Manufacturers shall not be considered without prior approval in writing, no later than ten (10) calendar days prior to bid. Substitute manufacturers must have been in the vertical glazing manufacturing for no less than a period of (15) years and must submit to the Architect the following:
1. List of similar projects successfully completed within the last (5) years.
 2. Proof of financial capability.
 3. Complete details of proposed glazing system.

4. Complete specifications for Architect's review.
5. Include proof of conformance and test reports per paragraph 1.02.J.
 - a. Any exceptions taken from this specification must be noted on the approval request. A list of all approved manufacturers and products will be issued by addendum. No other manufacturers will be acceptable. No verbal approvals will be given. Listing manufacturer's names in this specification does not constitute approval of their products or relieve them of compliance with all the performance requirements.
6. See Section 01 60 00-Product Requirements.

2.02 GLAZING

- A. Wall glazing panels: Series 2500 20mm Translucent Canopy System by Duo-Gaurd Industries or approved equal.
- B. Wall and roof panels shall be sealed as required to provide a water-proof barrier in compliance with Fed. Spec. II-S-001657 using ASTM C-920-79 sealants.

2.03 STRUCTURAL FRAMING

- A. Steel members, unless otherwise noted:
 1. Plates, shapes, and bars: ASTM A36.
 2. Cold-Formed Tubing: ASTM A 500 Grade B/C. ASTM A 513 where req'd.
 3. Pipe: ASTM A 53, Type E or S, Grade B.
 4. Black and hot-dipped zinc coated, for welded and seamless steel pipe for ordinary use: ASTM A 120.
 5. Zinc (hot-galvanized) coatings, for products fabricated from rolled, pressed, and forged steel shapes, plates, bars, and strips: ASTM A 123.
 6. Mild steel arc-welding electrodes: AWS E701X, ER70S-X, E7XT-X.
- B. The shelter glazing trim and other components shall be fabricated using 6063-T5 extruded aluminum members Fed. Spec. QQ-A-200/9C(1). 6061-T6 and 6005-T6 alloy/temper shall be used where required.
- C. Fasteners:
 1. Roof framing, accessories, amenities, wall / roof trim: stainless steel or aluminum.
 2. High strength bolts and nuts: ASTM A 325 or A 490 where req'd.
 3. Unfinished bolts and nuts: ASTM A 307 Grade A (to be unexposed in completed product, or finished in field).
- D. Shelter and the method of fastening to the supporting foundation shall be engineered to provide a framework of adequate structural integrity to satisfy the uniform building code (UBC), ANSI A58.1, the International Building Code, or applicable local building codes, whichever is more stringent, and to meet the requirements for snow, wind and seismic loading for the location(s) being considered.

2.04 GLAZING SYSTEM

- A. Framing System:
 1. Extruded aluminum alloy of 6063-T5, 6005-T5 or 6061-T6 ASTM B 221. All sections to be formed true to detail and free from defects impairing appearance, strength and durability. Provide integral weep holes in factory supplied extrusions and welded corner assemblies to provide end dams where applicable.
- B. Glazing Gaskets:
 1. Elastomeric, having low friction where in contact with the glazing panel.
 2. Compatible with the polycarbonate glazing panel.

- C. Fasteners:
 - 1. In general, concealed fasteners are to be used for all aluminum framing unless noted in submittal drawings.
 - 2. In system construction, the use of adhesives and sealants are not allowed.
 - 3. Where exposed, fasteners shall be stainless steel with stainless steel backed neoprene washers.
 - 4. Concealed fasteners may be stainless steel or zinc-plated steel in accordance with ASTM specifications A165-55 or A164-55.
 - 5. Bolts, anchors and other fastening devices shall be as required for the strength of the connections and shall be suitable for conditions encountered. Washers shall be of the same material as the fasteners.
- D. Sealants: Single component, non-sag, high performance, non-priming, gun grade sealant furnished by glazing manufacturer.
 - 1. Factory-Applied Sealant: Gunnable, nonhardening, elastomeric sealant. ASTM C 920, Type S, Class 12, Grade NS. Fed Spec TT-S-1657, Type 1.n.
 - 2. Field-Applied Sealant: Approved by translucent insulated daylighting manufacturer.
 - 3. Sealant conforms to USDA Approval standards.
- E. Flashing:
 - 1. Minimum of .040" thick Aluminum.
 - 2. Factory formed to project profile(s) in 10-ft. lengths, whenever practical, to allow for field trimming and fitment to suit as-built conditions.
 - 3. The finish on this flashing metal shall match as closely as possible the finish on the aluminum framing members.
 - 4. Concealed flashing: Manufacturer's standard corrosion resistant, non-staining, non-bleeding flashing compatible with adjacent materials.
 - 5. Exposed flashing: Aluminum sheet alloy of 5005-H34, thickness as required for proper performance per application.
- F. Polycarbonate Glazing Panels:
 - 1. Panels shall consist of a polycarbonate resin with a permanent, co-extruded, ultraviolet protective layer on both faces of the panel. This protective layer shall be co-extruded by the manufacturer during the original manufacturing process of the panel and shall be a permanent, non-removable, part of the panel. Post applied coating or films of dissimilar materials are unacceptable and not allowed.
 - 2. Provide multi-cellular polycarbonate panel as follows:
 - a. Thickness 20mm (.75 inches) nominal.
 - b. Manufactured in The United States.
 - c. Color selected from manufacturer's standard available colors by Architect.
 - d. Extruded to length: 20mm (.75 inches) nominal – up to 48 feet long.
 - 3. Solid, monolithic, thermally formed panels will not be accepted.

2.05 MATERIALS

- A. Joint Sealant:
 - 1. Factory-Applied Sealant: Gunnable, non-hardening, elastomeric sealant. ASTM C 920, Type S, Class 12, Grade NS. Fed Spec TT-S-1657, Type 1.n.
 - 2. Field-Applied Sealant: Approved by shelter manufacturer. As specified in Section 07920.
- B. Field Fasteners:
 - 1. Comply with shelter manufacturer's instructions for fastener types, quantities, and usage.

2.06 COLOR AND FINISH

- A. Steel framework finish shall be :
 - 1. Duo-Gard long-wear polyurethane paint process:
 - a. media blast prep;
 - b. Tnemec tname zinc 90-97 primer;
 - c. Tnemec series n69 hi-build epoxoline 2-part epoxy midcoat;
 - d. Tnemec series 73 endura-shield topcoat;
 - e. Color: To be selected from manufacturers full range of colors.
 - 2. Hot-dip galvanized.
- B. Extruded aluminum trim and accessories shall be:
 - 1. Matching steel framework paint finish, steps 2.5.A.1.c., -d., and -e. above;

2.07 GLAZING SYSTEM FABRICATION

- A. Fabricate framing components as follows:
 - 1. Factory prepare, fit and assemble components where practical prior to delivery.
 - 2. Fabricate components that, when assembled, will fit precisely and accurately with mitered or coped ends producing hairline joints free of burrs and distortion.
 - 3. Fabricate components to accommodate thermal expansion and contraction, field adjustment and provide minimum clearance and shimming for proper glazing system installation and performance.
 - 4. Fabricate components to properly drain water passing joints; drain condensation and moisture occurring and mitigating within glazing system to the exterior through internal guttering and a weep system.
 - 5. Fabricate components to ensure that glazing is properly isolated for low friction thermal and physical movement within the glazing system.
 - 6. Fabricate components with straight, sharp profiles and edges free from defects or deformations before finishing.
 - 7. Fabricate, fit and assemble components to the greatest extent practical before finishing.
 - 8. Reinforce components and member as required to retain fastener thread and engagement.
 - 9. Fabricate glazing retainer bars for fastener placement at 12" on center.
 - 10. Weld components before finishing and in concealed location to greatest extent practical to minimize distortion and/or discoloration.
- B. Provide aluminum framing to the longest lengths possible to minimize splice joints. Splice joints will be sealed and locked with at least a six inch offset between frame components.
- C. Provide welded corner assemblies where practical.
- D. Prepare aluminum framing components for anchors and connection devices, fasteners and hardware.
- E. Fabricate glazing panels as follows:
 - 1. Polycarbonate panels will be extruded and fabricated to the longest length possible. Transverse aluminum framing members will not be allowed to join multiple glazing panels in a single glazing area.
 - a. Maximum panel length for 20mm (.75 inches) nominal = 48 feet long.
 - 2. Polycarbonate panels will be provided with integral edge upstands for adjacent panel to panel connection. These upstand or batten tab may not be added or fabricated post manufacturing of the panel.
 - a. Single panel width = 23-5/8" (23.625 inches) wide.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive shelters. Notify Architect of conditions that would adversely affect installation. Do not proceed with installation until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Ensure location to receive shelter is clean, flat, level, plumb, square, accurately aligned, and correctly located.

3.03 INSTALLATION

- A. The manufacturer shall provide installation instructions complete with diagrams. Installation shall be performed by the manufacturer or his representative (option). The manufacturer shall guarantee the installation for a period of one (1) year from the date of acceptance.

3.04 CLEANING

- A. Clean shelters in accordance with manufacturer's instructions.
- B. Clean inside and outside of shelters immediately after installation.
- C. Do not use harsh cleaning materials or methods that would damage the metal finish or glazing.

3.05 PROTECTION

- A. Protect installed shelters from damage during construction.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2 Type THHN-2-THWN-2 Type XHHW-2.
- C. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.
- E. Feeders in Cable Tray: Metal-clad cable, Type MC.

- F. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.
- I. Branch Circuits in Cable Tray: Metal-clad cable, Type MC.
- J. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 26 0533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 26 0529 "Hangers and Supports for Electrical Systems."
- G. Complete cable tray systems installation according to Section 26 0536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 0553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 0544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 QUALITY ASSURANCE

- A. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install barecopper conductor, sized per drawings.
 - 1. Bury at least 24 inches (600 mm) below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- E. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- C. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- D. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- E. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway

fitting listed for the purpose. Install fitting where raceway enters enclosure and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

- F. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- G. Metallic Fences: Comply with requirements of IEEE C2.
 - 1. Grounding Conductor: Bare copper, not less than No. 8 AWG.
 - 2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
 - 3. Barbed Wire: Strands shall be bonded to the grounding conductor.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

- F. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 - 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 - 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
 - 5. Substations and Pad-Mounted Equipment: 5 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.5 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 2. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: All-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.

2. To New Concrete: Bolt to concrete inserts.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 6. To Light Steel: Sheet metal screws.
 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION

SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.
 - 7. Handholes and boxes for exterior underground cabling.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. IMC: Comply with ANSI C80.6 and UL 1242.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. FMC: Comply with UL 1; zinc-coated steel.
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: compression.
 - 2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- I. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. ENT: Comply with NEMA TC 13 and UL 1653.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. LFNC: Comply with UL 1660.
- E. Rigid HDPE: Comply with UL 651A.
- F. RTRC: Comply with UL 1684A and NEMA TC 14.
- G. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- H. Fittings for LFNC: Comply with UL 514B.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Hinged type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- E. Metal Floor Boxes:
 - 1. Material: Cast metal.
 - 2. Type: Fully adjustable.
 - 3. Shape: Rectangular.
 - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- J. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- K. Gangable boxes are prohibited.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Quazite: Hubbell Power System, Inc.
 - 2. Standard: Comply with SCTE 77.
 - 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 - 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 - 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 - 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: IMC.
 - 3. Underground Conduit: RNC, Type EPC-80-PVC, concrete encased.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 6. Damp or Wet Locations: IMC.
 - 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

- C. Minimum Raceway Size: 3/4-inch (21-mm) trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- I. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from ENT to IMC before rising above floor.
- J. Raceways Below Slabs:

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

1. Change from ENT to IMC before rising above floor.
- K. Stub-ups to Above Recessed Ceilings:
 1. Use EMT, IMC, or RMC for raceways.
 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- L. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- M. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m). Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
- b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
- c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- AA. Locate boxes so that cover or plate will not span different building finishes.
- BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- DD. Set metal floor boxes level and flush with finished floor surface.
- EE. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom for pipe less than 6 inches (150 mm) in nominal diameter.
 2. Install backfill.
 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.

4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
5. Underground Warning Tape: Comply with requirements in Section 26 0553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 0544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 26 05 44

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
 - 2. Sleeve-seal systems.
 - 3. Sleeve-seal fittings.
 - 4. Grout.
 - 5. Silicone sealants.

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Wall Sleeves:
 - 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. Sleeves for Rectangular Openings:
 - 1. Material: Galvanized sheet steel.
 - 2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 2. Pressure Plates: Carbon steel.
 - 3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using [steel] [cast-iron] pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

Alabama A&M University

Bus Transfer Station

Additional Canopy

Project No. 21207

26 05 44 - 3

SLEEVES AND SLEEVE SEALS ELECTRICAL FOR RACEWAYS CABLING

- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.2 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.3 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on white background.
 - 2. Legend: Indicate voltage and system or service type.

IDENTIFICATION FOR ELECTRICAL SYSTEMS

- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

2.4 FLOOR MARKING TAPE

- A. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.

2.5 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
 - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

2.6 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches (180 by 250 mm).
- C. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

IDENTIFICATION FOR ELECTRICAL SYSTEMS

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

2.8 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self-locking.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F ((23 deg C)), According to ASTM D 638: 7000 psi (48.2 MPa).
 - 3. UL 94 Flame Rating: 94V-0.
 - 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 - 5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.

IDENTIFICATION FOR ELECTRICAL SYSTEMS

- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.
- J. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3-m) maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.
 - 3. UPS.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

IDENTIFICATION FOR ELECTRICAL SYSTEMS

- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Switchgear.
 - e. Switchboards.

Alabama A&M University

Bus Transfer Station

Additional Canopy

Project No. 21207

26 05 53 - 6

IDENTIFICATION FOR ELECTRICAL SYSTEMS

- f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
- g. Substations.
- h. Emergency system boxes and enclosures.
- i. Motor-control centers.
- j. Enclosed switches.
- k. Enclosed circuit breakers.
- l. Enclosed controllers.
- m. Contactors.
- n. Battery-inverter units.
- o. Power-generating units.
- p. Monitoring and control equipment.

END OF SECTION

SECTION 26 51 00

INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior lighting fixtures, lamps, and ballasts.
 - 2. Emergency lighting units.
 - 3. Exit signs.
 - 4. Lighting fixture supports.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.
 - 2. Emergency lighting units including battery and charger.
 - 3. Energy-efficiency data.
 - 4. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
 - 5. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Installation instructions.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. All Fixtures to have A U.L. label.

1.4 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Metal Parts: Free of burrs and sharp corners and edges.
- C. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- D. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- E. Factory-Applied Labels: Comply with UL 1598. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

2.3 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: LEDs, 50,000 hours minimum rated lamp life.
 - 2. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - f. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.4 EMERGENCY LIGHTING UNITS

- A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.
 - 1. Battery: Sealed, maintenance-free, lead-acid type.
 - 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - 3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.

4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.
7. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.5 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 26 0529 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch (13-mm) steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch (13-mm) steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage (2.68 mm).
- F. Rod Hangers: 3/16-inch (5-mm) minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures:
 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Remote Mounting of Drivers: Distance between the driver and fixture shall not exceed that recommended by manufacturer. Verify, with manufacturers, maximum distance between driver and luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches (150 mm) from lighting fixture corners, at each corner of light fixture.
 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch (20-mm) metal channels spanning and secured to ceiling tees.
- E. Suspended Lighting Fixture Support:
 1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.

3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- F. Connect wiring according to Section 26 0519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 26 0553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

3.4 STARTUP SERVICE

- A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner.

3.5 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting aimable luminaires to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose. Some of this work may be required after dark.
1. Adjust aimable luminaires in the presence of Architect.

END OF SECTION

SECTION 26 56 00

EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior luminaires with lamps and ballasts.
 - 2. Poles and accessories.

1.2 ACTION SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
 - 2. Details of attaching luminaires and accessories.
 - 3. Details of installation and construction.
 - 4. Luminaire materials.
 - 5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 - 6. Ballasts, including energy-efficiency data.
 - 7. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
 - 8. Materials, dimensions, and finishes of poles.
 - 9. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
 - 10. Anchor bolts for poles.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. All fixtures to have U.L. labels.
- C. Comply with IEEE C2, "National Electrical Safety Code."
- D. Comply with NFPA 70.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store poles on decay-resistant-treated skids at least 12 inches (300 mm) above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- B. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- G. Exposed Hardware Material: Stainless steel.
- H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- I. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.
- J. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- K. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- L. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
 - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a. Color: As selected by Architect from manufacturer's full range.
- M. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp and ballast characteristics:
 - a. "USES ONLY" and include specific lamp type.

- b. Lamp diameter code (T-4, T-5, T-8, T-12), tube configuration (twin, quad, triple), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
- c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
- d. Start type (preheat, rapid start, instant start) for fluorescent and compact fluorescent luminaires.
- e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
- f. CCT and CRI for all luminaires.

2.3 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.
 - 1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
 - 2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.
- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
 - 1. Materials: Shall not cause galvanic action at contact points.
 - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
 - 3. Anchor-Bolt Template: Plywood or steel.
- D. Handhole: Oval-shaped, with minimum clear opening of 2-1/2 by 5 inches (65 by 130 mm), with cover secured by stainless-steel captive screws.
- E. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange.

2.4 STEEL POLES

- A. Poles: Comply with ASTM A 500, Grade B, carbon steel with a minimum yield of 46,000 psig (317 MPa); one-piece construction up to 40 feet (12 m) in height with access handhole in pole wall.
 - 1. Shape: as indicated on schedules.
 - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- B. Brackets for Luminaires: Detachable, cantilever, without underbrace.
 - 1. Adapter fitting welded to pole, allowing the bracket to be bolted to the pole mounted adapter, then bolted together with stainless-steel bolts.
 - 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire.
 - 3. Match pole material and finish.
- C. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.
- D. Steps: Fixed steel, with nonslip treads, positioned for 15-inch (381-mm) vertical spacing, alternating on opposite sides of pole; first step at elevation 10 feet (3 m) above finished grade.

- E. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Section 26 0526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- F. Cable Support Grip: Wire-mesh type with rotating attachment eye, sized for diameter of cable and rated for a minimum load equal to weight of supported cable times a 5.0 safety factor.
- G. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or with SSPC-SP 8, "Pickling."
 - 2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.
 - 3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a. Color: As selected by Architect from manufacturer's full range.

2.5 DECORATIVE POLES

- A. Pole Material:
 - 1. Cast concrete or spun concrete.
- B. Mounting Provisions:
 - 1. Embedded.
- C. Fixture Brackets:
 - 1. Cast ductile iron.
- D. Pole Finish: as selected by architect.

2.6 PRESTRESSED CONCRETE POLES

- A. Poles: Manufactured by centrifugal spin-casting process.
 - 1. Shape: as selected by architect.
 - 2. Mounting Provisions: Embedded.
 - 3. Finishing: Capped at top and plugged at bottom. Seat each steel reinforcing strand with epoxy adhesive.
 - 4. Grounding: Continuous copper ground wire cast into pole. Terminate at top of pole and attach to 24-inch (610-mm) lightning rod.
- B. Cure with wet steam and age for a minimum of 15 days before installation.
- C. Fabricate poles with a hard, nonporous surface that is resistant to water, frost, and road and soil chemicals and that has a maximum water-absorption rate of 3 percent.
- D. Cast aluminum nameplate into pole wall at approximately 5 feet (1.5 m) above ground line, listing name of manufacturer, Project identifier, overall height, and approximate weight.
- E. Pole Brackets: Comply with ANSI C136.13.
- F. Finish Color: Provided by color material complying with ASTM C 979, uniformly impregnated throughout the pole concrete. Color material shall provide a uniform, stable, permanent color and be as follows:

1. Inert, and carbon free.
2. Unaffected by environmental conditions and contaminants including, but not limited to, UV solar radiation, salts, and alkalis.

G. Finish Texture: as selected by architect.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Fasten luminaire to indicated structural supports.
- C. Adjust luminaires that require field adjustment or aiming.

3.2 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:
 1. Fire Hydrants and Storm Drainage Piping: 60 inches (1520 mm).
 2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet (3 m).
 3. Trees: 15 feet (5 m) from tree trunk.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer.
- D. Foundation-Mounted Poles: Mount pole with leveling nuts and tighten top nuts to torque level recommended by pole manufacturer.
 1. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
 2. Install base covers unless otherwise indicated.
 3. Use a short piece of 1/2-inch- (13-mm-) diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Embedded Poles with Tamped Earth Backfill: Set poles to depth below finished grade indicated on Drawings, but not less than one-sixth of pole height.
 1. Dig holes large enough to permit use of tampers in the full depth of hole.
 2. Backfill in 6-inch (150-mm) layers and thoroughly tamp each layer so compaction of backfill is equal to or greater than that of undisturbed earth.
- F. Raise and set poles using web fabric slings (not chain or cable).

3.3 BOLLARD LUMINAIRE INSTALLATION

- A. Align units for optimum directional alignment of light distribution.
- B. Install on concrete base with top 4 inches (100 mm) above finished grade or surface at bollard location. Cast conduit into base, and shape base to match shape of bollard base. Finish by troweling and rubbing smooth.

3.4 INSTALLATION OF INDIVIDUAL GROUND-MOUNTING LUMINAIRES

- A. Install on concrete base with top 4 inches (100 mm) above finished grade or surface at luminaire location. Cast conduit into base, and finish by troweling and rubbing smooth.

3.5 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch- (0.254-mm-) thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.6 GROUNDING

- A. Ground metal poles and support structures according to Section 26 0526 "Grounding and Bonding for Electrical Systems."
 - 1. Install grounding electrode for each pole unless otherwise indicated.
 - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.
- B. Ground nonmetallic poles and support structures according to Section 26 0526 "Grounding and Bonding for Electrical Systems."
 - 1. Install grounding electrode for each pole.
 - 2. Install grounding conductor and conductor protector.
 - 3. Ground metallic components of pole accessories and foundations.

3.7 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
 - 1. Verify operation of photoelectric controls.

END OF SECTION