

# ALABAMA A&M UNIVERSITY FINE ARTS BUILDING INTERIOR FINISHES UPGRADES

4900 MERIDIAN STREET NORTH  
MORRISON BUILDING  
HUNTSVILLE, AL 35811



Owner:

**ALABAMA A&M UNIVERSITY**

4900 MERIDIAN STREET NORTH, HUNTSVILLE, AL 35811

Architect:

**STUDIO 2H DESIGN, LLC**

1721 4TH AVENUE NORTH, STE 101, BIRMINGHAM, AL 35203

**ARCHITECT PROJECT NO. 202002**

**March 10, 2020**



SET NO. \_\_\_\_\_





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### NOTE:

This table of Contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the Specifications. In case of discrepancy between the Table of Contents and the Specifications, the Specifications shall govern.

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AMENDED INVITATION FOR PREQUALIFICATION TO BID

SEALED PROPOSALS WILL BE RECEIVED BY ALABAMA A&M UNIVERSITY IN NORMAL, AL AT ALABAMA A&M UNIVERSITY, DEPARTMENT OF PURCHASING – ROOM 305 PATTON HALL, 4900 MERIDIAN STREET, NORMAL, ALABAMA 35762, UNTIL 2:00 P.M. CDT MARCH 31, 2020 FOR

**Alabama A&M University  
Fine Arts Building  
Interior Finishes Upgrade**

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

A cashier's check or bid bond payable to Alabama A&M University in an amount not less than five (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 purchased from Alabama Graphics, 2801 5th Ave, South, Birmingham, AL 35233, 205-252-8505 and Allied Digital Printing, 1821 University Drive, Huntsville, AL 35801. All Contractors must purchase sets at their own expense - no deposits or refunds will be allowed. Drawings may be examined at the office of Studio 2H Design, LLC, 1721 4<sup>th</sup> Ave. N., Suite 101, Birmingham, Alabama 35203 on March 10, 2020 after 4:00 PM; phone 205-264-9988.

Bids must be submitted on proposal forms furnished by the Architect or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the 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; 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 judgment, the best interests of the Owner will thereby be promoted.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

Alabama A&M University  
(Awarding Authority)

Studio 2H Design, LLC  
(Architect)

Advertisement Publication Dates:

Huntsville Times Dates:  
Wednesday, February 26, 2020  
Sunday, March 1, 2020  
Sunday, March 8, 2020





## INSTRUCTIONS TO BIDDERS

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#### 1. **BID DOCUMENTS**

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any modifications of or supplements to these Instructions to Bidders, the Proposal Form, 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. **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.
- (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. 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.

**c. 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:**

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.

**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 modifications of, or 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
(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	15 calendar days after final execution of contract by the Awarding Authority, 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.

END of INSTRUCTIONS TO BIDDERS



## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

### 1. INTENT OF INSTRUCTIONS

- A. The Special Instructions to Bidders are intended to amplify the abbreviated Advertisement and to give other details which shall allow interested parties to prepare bids which accurately reflect the scope of the Work. The Special Instructions to Bidders are meant to be viewed as a complement to the general Instructions to Bidders found in the Project Manual. Should any discrepancy or ambiguity be noted, the Special Instructions to Bidders shall defer to the general Instructions to Bidders.

### 2. INSTRUCTIONS

- A. All sealed bids will be received by 2:00 p.m. CDT on March 31, 2020 at which time each bidder must submit a sealed envelope properly titled containing the Proposal Form, the Bid Bond and Accounting of Sales Tax ABC Form C-3A. bids received will be publicly opened and read aloud. No changes to the base bid will be allowed after receipt of bids.
- B. Bids will be opened at Alabama A&M University, Department of Purchasing. Room 305 Patton Hall, 4900 Meridian Street, Normal, Alabama 35762.

### 3. EXPLANATION AND INTERPRETATION

- A. Should any Bidder or subcontractor find any ambiguity, discrepancy, omission, or error in the Drawings and Project Manual, or insufficient information to provide a complete job, or be in doubt as to the intent and meaning thereof, he or she should at once report such in writing to Design Consultant and request clarification prior to bidding.
- B. Clarification shall be made only by written Addenda during the bid period and sent to all perspective Bidders. The Design Consultant shall not be responsible for verbal answers regarding intent or meaning of the Contract Documents, or for any verbal instructions, by whomsoever made, prior to the award of the Contract.
- C. Additionally, all designed systems and/or assemblies are to be proposed and bid as complete assemblies or operational systems. Drawings are indicating intent and not attempting to fully obtain or detail required work.

### 4. PLANS AND SPECIFICATIONS REQUIRED FOR CONSTRUCTION

- A. Each Bidder shall determine the number of sets of Contract Documents required for the construction of the specified work.

### 5. BIDDER REQUIREMENTS

- A. Once the successful bidder has obtained approval from the Design Consultant no changes in Subcontractors shall be made without the express, written consent of the Owner. Contractor shall request consent in writing from the Architect/Owner and provide specific and reasonable explanation as to the necessity of the requested change.

6. OPENING OF PROPOSALS

- A. The Owner shall, according to applicable laws and regulations pertaining to bid openings, receive and review all Proposals submitted, according to the method selected below: Proposals shall be opened and read publicly at the time and place indicated in the Advertisement.
- B. Proposals may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Proposals in which the unit or lump sum prices bid are obviously unbalanced may be rejected. Additions to or deductions from the Bid amount may be written on the outside of the sealed bid, or by letter enclosed in the sealed bid envelope.

7. AWARD OF CONTRACT

- B. The Bidder to whom the award is made shall be notified by letter to the address shown on his Proposal at the earliest possible date. At such time, at the option of the Owner, additional information such as a complete financial statement may be required from the successful Bidder.

8. EXECUTION OF CONTRACT

- A. The Contract shall be signed by the successful Bidder, in the number of counterparts provided in the Contract Agreement, and returned to the Owner with satisfactory Contract Bonds within ten (10) days after the date of Notice of Award.

9. PERFORMANCE BOND AND PAYMENT BOND

- A. The intent of the Performance Bond is to ensure the faithful performance of each and every condition, stipulation, and requirements of the Contract and to indemnify and save harmless the Owner, Architect, and Design Consultant from any and all damages, either directly or indirectly (arising out of any failure to perform same). The successful Bidder to whom the Contract is awarded shall furnish at his expense an acceptable Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price of the Contract as awarded. Said Bond shall be made on the approved Bond form, shall be furnished by a surety company duly authorized and qualified to make such bonds in the State of Alabama, shall be countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, the direct costs of administration, architectural, engineering, and legal services, shall lie against the Contract Bond for Performance of the Work.
- B. In addition thereto, the successful Bidder to whom the Contract is awarded shall furnish at his expense a Payment Bond with good and sufficient surety payable to the Owner in an amount not less than one hundred percent (100%) of the Contract Price, with the

obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, material, feedstuffs, or supplies for or in prosecution of the Work provided for in the Contract and for the payment or reasonable attorneys' fees, incurred by successful claimants or plaintiffs in suits on said Bond.

10. APPROVAL OF CONTRACT

- A. No Contract is binding upon the Owner until it has been executed by the Owner and the successful Bidder and copies delivered.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS



## PROPOSAL FORM

To: Alabama A&M University in Normal, AL

Date: \_\_\_\_\_

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the under-  
signed \_\_\_\_\_

(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 Studio 2H Design,  
LLC, Architect.

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:

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**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:

**ALTERNATES NO. 1**

**ALTERNATES NO. 2**

**ALTERNATES NO. 3**

**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 (type or print)** \_\_\_\_\_ (Seal)

**\* Title** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

\* 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.





State of Alabama  
Department of Revenue  
(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

MICHAEL E. MASON  
Assistant Commissioner  
JOE W. GARRETT, JR.  
Deputy Commissioner  
CURTIS E. STEWART  
Deputy Commissioner

## Alabama Department of Revenue NOTICE

### Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities*.]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (<https://myalabamataxes.alabama.gov>).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at [Thomas.Sims@revenue.alabama.gov](mailto:Thomas.Sims@revenue.alabama.gov).



**ACCOUNTING OF SALES TAX**  
**Attachment to ABC 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:

	<u>ESTIMATED SALES TAX AMOUNT</u>
<b>BASE BID:</b>	\$ _____
<b>Alternate No. 1</b> ( ..... ) (Insert key word for Alternate)	(add)(deduct) \$ _____
<b>Alternate No. 2</b> ( ..... )	(add)(deduct) \$ _____
<b>Alternate No. 3</b> ( ..... )	(add)(deduct) \$ _____
<b>Alternate No. 4</b> ( ..... )	(add)(deduct) \$ _____
<b>Alternate No. 5</b> ( ..... )	(add)(deduct) \$ _____
<b>Alternate No. 6</b> ( ..... )	(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** \_\_\_\_\_



USE BLACK INK ONLY

# BID BOND

The **PRINCIPAL** (*Bidder's Name and Address*)

The **SURETY** (*Name and Principal Place of Business*)

The **OWNER** (*Name and 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



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

**BC Project No.**

## CONSTRUCTION CONTRACT

- (1)
- (2) This Construction Contract is entered into this            day of            in the year of
- (3) between the **OWNER(s)**,
- (4) and the **CONTRACTOR**,
- (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
- (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 (ABC 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 be commenced on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Technical Staff, Alabama Building Commission, 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", ABC Form B-7

(13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)*

(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.                      Bid Limit:                      Classification:

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.

APPROVALS	CONTRACTING PARTIES
<p>By _____</p> <p><b>STATE OF ALABAMA BUILDING COMMISSION</b> <i>(Not required for locally-funded, SDE projects.)</i></p> <p>By _____ Director, Technical Staff</p>	<p>Contractor</p> <p>By _____ Name &amp; Title _____</p> <p>Owner</p> <p>By _____ Name &amp; Title _____</p>



# PERFORMANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

(1)

(2) The **PRINCIPAL** (Name and address of Contractor as appear in the Construction Contract)

(3) The **SURETY** (Name and Principal Place of Business)

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

(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 "Checklist", ABC 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) **ATTEST:** **CONTRACTOR as PRINCIPAL:**

\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

(10) Countersigned by  
Alabama Resident Agent for Surety: **SURETY:**

By \_\_\_\_\_  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

(11) **NOTE:** Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.



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

(1) **PAYMENT BOND**

USE BLACK INK ONLY

SURETY'S BOND NUMBER

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

(3) The **SURETY** (Name and Principal Place of Business)

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

(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 "Checklist", ABC 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) **ATTEST:** **CONTRACTOR as PRINCIPAL:**

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

(10) Countersigned by  
Alabama Resident Agent for Surety: **SURETY:**

By \_\_\_\_\_

\_\_\_\_\_  
Name By \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_ Name and Title

(11) **NOTE:** Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR: General Construction	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATED:	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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 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. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY:

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:





# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, 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 Contract referenced above.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:





# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

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  
*(Insert name and address of Owner)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
(Seal):

\_\_\_\_\_  
*(Printed name and title)*



# GENERAL CONDITIONS of the CONTRACT

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## 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 BUILDING COMMISSION:** The Technical Staff of the Alabama Building Commission.
- 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. BC PROJECT INSPECTOR:** The member of the Technical Staff of the Alabama Building

Commission to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.

- D. COMMISSION:** The Alabama Building Commission, or any agency that may be designated by the Legislature as its successor.
- E. 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)
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. DIRECTOR:** The Director of the Technical Staff of the Alabama Building Commission.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(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, BC 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 ABC' Form C-11, "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, ABC Form C-11 shall also be prepared, updated, and submitted as described in preceding Paragraph B.
- 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, BC 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, BC 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 BC Project Inspector as a representative of the Alabama Building Commission.

(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 BC Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the BC 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 BC 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 BC 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 BC 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 BC PROJECT INSPECTOR**

- (1) The BC 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 BC Project Inspector shall have the authority to:
- (a) reject Work that is not in compliance with the State Building Code adopted by the Commission, unless the Work is in accordance with the Contract Documents in which case the BC 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 BC Project Inspector.
- (3) The BC 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 BC 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 BC Project Inspector will be transmitted to the Owner, Contractor, and Architect.

(4) The BC 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 BC 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.

**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%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. 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. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. 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, BC 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 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 prepared on 8 1/2" x 11" paper in a format that is acceptable to the Architect and Owner 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 monthly Application 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.

(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 monthly 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

#### **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 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 Building Commission.
- 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 Building Commission.

(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 Building Commission 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, ABC 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 Building Commission 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.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims 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, if any, to Final Payment to Contractor.
- (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.



**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 BC Project Inspector, or **(2)** their resolution under Article 18, Deductions for Uncorrected Work.

**C. ADVERTISEMENT for COMPLETION**

**(1) If the Contract Sum is less than \$50,000:** 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 and shall post notice of completion of the Contract on the Owner’s bulletin board 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, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher 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 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" (ABC 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 Building Commission.

(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 Building

Commission.

**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 Building Commission, 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**

**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 Building Commission, 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 Building Commission, 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 Building Commission, 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 to the extent covered by builder's risk insurance or other property 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 survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.



## **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, 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 amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.

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 Building Commission, 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 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.

#### **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 Building Commission, 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
- Page 52 of 54



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**

(Not required for locally-funded SDE projects.)

If the Contract Sum (as awarded) is \$100,000.00 or more, the Contractor shall furnish and erect a project sign as shown in “Detail of Project Sign” (ABC Form C-15) bound in the Project Manual. 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 sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner.

END of  
GENERAL CONDITIONS of the CONTRACT

**ATTACHMENT B**  
**to the**  
**GENERAL CONDITIONS of the CONTRACT**

(MANDATORY FOR PROJECTS COVERED THROUGH  
THE STATE INSURANCE FUND (SIF))

1. Article 37 "Contractor's and Subcontractors' Insurance", Paragraph E is modified as follows:

**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 or other property 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 survive not be applicable to loss or damage that occurs after final acceptance of the Work, and ~~continue to apply to insured losses to the Work or other property on or adjacent to the Project.~~

END of ATTACHMENT B to the  
GENERAL CONDITIONS of the CONTRACT



## SUPPLEMENTARY GENERAL CONDITIONS of the CONTRACT

### PART 1 GENERAL

#### 1.01 PURPOSE

- A. The changes, deletions and omissions to ABC 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 (this includes the set or sets that the Contractor used in the bidding process). Copies requested will be furnished at reproduction cost. **(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%. ~~No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner.~~ **Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Architect, approved by the Owner, and must also be approved by the Director.** 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. 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", Paragraph B (3) (f) is modified as follows:

**(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. ~~No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner.~~ **Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Architect, approved by the Owner, and must also be approved by the Director.** 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.

4. Article 35 "CONTRACTOR'S WARRANTY", delete Paragraph C "GENERAL CONTRACTOR'S ROOFING GUARANTEE", in its entirety.

5. Article 37 "CONTRACTOR'S and SUBCONTRACTOR'S INSURANCE", delete Paragraph E WAIVER of SUBROGATION "in its entirety and refer to "ABC Form C-8 Attachment B to the GENERAL CONDITIONS of the CONTRACT".
6. Article 44 "PERMITS LAWS and REGULATIONS", Paragraph A "PERMITS, FEES AND NOTICES", revise paragraph A(1) to read as below and add paragraph A(3) as read below: Paragraph B "TAXES", replace this paragraph in its entirety with B "TAXES: NOTICE OF SALE & USE TAX EXEMPTION:" as noted below:
  - a) The General Contractor is not required to secure and pay for a building permit from the local inspection department.
  - b)
  - c) A(3) "Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer 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 contractor's E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account."
  - d) B NOTICE OF SALES & USE TAX EXEMPTION:  
Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2013-205 (effective October 1, 2013). The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, and 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 Owner shall not consider claims for additional costs resultant of the contractor's, or its subcontractors', failure to comply with such rules and regulations."
7. Article 49 "LIQUIDATED DAMAGES", 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. As such Paragraph C has been replaced in its entirety with new Paragraph C as noted below:

- C. A charge of \$250.00 per calendar day will be made against the General Contractor for not meeting the Date of Substantial Completion. 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 monies 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. Liquidated damages will be processed by change order to the contract price.

END of SUPPLEMENT to the  
GENERAL CONDITIONS of the CONTRACT



# APPLICATION and CERTIFICATE for PAYMENT

*Attach Schedule of Values*

ESTIMATE No. \_\_\_\_\_

DATE: \_\_\_\_\_

B.C. No. \_\_\_\_\_

TO OWNER:	PROJECT
FROM CONTRACTOR:	Architect/Engineer
<b>FEIN</b> _____	

TOTAL ORIGINAL CONTRACT  
CHANGE ORDER(S) Numbers \_\_\_\_\_ through \_\_\_\_\_  
TOTAL CONTRACT TO DATE

\$  
\$  
\$

1. Work Completed to Date per attached Schedule of Values ( _____ %)	\$
2. Stored Materials: <i>(Attach list or Form ABC C - SM, Inventory of Stored Materials.)</i>	\$
3. Total Completed Work and Stored Materials	\$
4. Less Retainage	(\$ )
5. Total Due	\$
6. Less Total Previous Payments	(\$ )
7. Balance Due This Estimate	\$

### CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Title)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public L. S.

### ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect'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.

\_\_\_\_\_  
(Architect)

By \_\_\_\_\_

Date \_\_\_\_\_

### APPROVALS

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
(Owner) Signature

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Signature

**INVENTORY OF STORED MATERIALS**

Project: \_\_\_\_\_  
For Estimate No. \_\_\_\_\_  
For Period Ending \_\_\_\_\_  
Contractor: \_\_\_\_\_  
B. C. No. \_\_\_\_\_

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.  
Page \_\_\_\_\_ of \_\_\_\_\_



<b>PROGRESS SCHEDULE AND REPORT</b> PROJECT	CONTRACTOR:	DATE OF REPORT
	ARCHITECT:	PROCEED DATE
		PROJECTED COMPLETION DATE
B. C. No.		

WORK DIVISION	%	AMOUNT													
1. GENERAL REQUIREMENTS															
2. SITEWORK															
3. CONCRETE															
4. MASONRY															
5. METALS															
6. WOOD AND PLASTIC															100%
7. THERMAL AND MOISTURE PROTECTION															90%
8. DOORS AND WINDOWS															80%
9. FINISHES															70%
10. SPECIALTIES															60%
11. EQUIPMENT															50%
12. FURNISHINGS															40%
13. SPECIAL CONSTRUCTION															30%
14. CONVEYING SYSTEMS															20%
15. MECHANICAL															10%
16. ELECTRICAL															0%
TOTAL ORIG. CONTRACT	100%														
ANTICIPATED DRAW IN \$1,000															
ACTUAL DRAW IN \$1,000															

**LEGEND:**

ANTICIPATED ACTIVITY

ACTUAL ACTIVITY

ANTICIPATED CASH FLOW

ACTUAL CASH FLOW

USE ADDITIONAL SHEETS IF JOB IS SCHEDULED MORE THAN 12 MONTHS



# CONTRACT CHANGE ORDER

Change Order No. \_\_\_\_\_ Date \_\_\_\_\_ B.C.No. \_\_\_\_\_

<b>TO:</b> <i>(Contractor)</i>	<b>PROJECT:</b>
--------------------------------	-----------------

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.)*

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 \_\_\_\_\_ *(Insert "None" or No. of 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.

## CONSENT OF SURETY

## CONTRACTING PARTIES

\_\_\_\_\_  
(Company)  
By \_\_\_\_\_ Contractor  
(Attach current Power of Attorney)  
Name & Title \_\_\_\_\_

## RECOMMENDED

By \_\_\_\_\_  
Architect

## APPROVALS

### STATE OF ALABAMA BUILDING COMMISSION

*(Not required for locally-funded SDE projects)*

\_\_\_\_\_  
(Awarding Authority)

By \_\_\_\_\_  
Director, Technical Staff  
By \_\_\_\_\_  
Name & Title \_\_\_\_\_

By \_\_\_\_\_





TO: **STATE OF ALABAMA**  
**BUILDING COMMISSION**  
770 Washington Avenue, Suite 444  
Montgomery, AL 36130-1150  
(334) 242-4082 FAX (334) 242-4182

## CERTIFICATE OF SUBSTANTIAL COMPLETION

**ROUTING PROCEDURES** ON REVERSE SIDE

BC# \_\_\_\_\_

<b>OWNER(S):</b>	<b>ARCHITECT:</b>
<b>CONTRACTOR:</b>	<b>BONDING COMPANY:</b>
<b>PROJECT</b>	

**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 should be routed for signature. B.C. office will forward the original to the Owner and provide copies to all other parties.**

<b>RECOMMENDED BY:</b>	
ARCHITECT: _____	DATE: _____
<b>CONTRACTING PARTIES:</b>	
CONTRACTOR _____	DATE: _____
OWNER _____	DATE: _____
_____	DATE: _____
<b>APPROVALS:</b>	
BUILDING COMM.INSPECTOR: _____	DATE: _____
BUILDING COMM. CHIEF INSPECTOR: _____	DATE: _____
BUILDING COMM. DIRECTOR: _____	DATE: _____

Page 1 of 1

## CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

**Only one (1) originally executed substantial completion form should be routed for signature. B.C. office will forward the original to the owner and provide copies to all other parties.**

**ARCHITECT/ENGINEER:** Please forward to Contractor after signature and date. Please provide Owner with local B.C. Inspector's name & home address.

**CONTRACTOR:** Please forward to Owner after signature and date.

**OWNER:** Please forward to local B.C. Inspector's home address after signature and date. You may contact B.C. office at (334) 242-4082 if B.C. Inspector's name/address is needed.

**B.C. INSPECTOR:** Will forward document to B.C. office for review and distribution.

## **NOTICE**

**THE EXECUTED “GENERAL CONTRACTOR’S ROOFING GUARANTEE” (ABC Form C-9) AND ANY OTHER ROOFING WARRANTY REQUIRED BY THE CONTRACT MUST ACCOMPANY THIS CERTIFICATE TO OBTAIN ABC APPROVAL.**



## FORM OF ADVERTISEMENT FOR COMPLETION

### LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given  
that \_\_\_\_\_,

(Contractor)

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)

\_\_\_\_\_  
(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 less than \$50,000.00, run one time only. Proof of  
publication is required.





# State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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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 1000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Use of premises.
  - 3. Owner's occupancy requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Alabama A&M University Morrison Fine Arts Building Interior Finishes Upgrade. Studio 2H Design, LLC job no. 202002.
  - 1. Project Location: 4900 Meridian Street North, Morrison Fine Arts Building Normal AL
- B. Owner: Alabama A&M University
  - 1. Owner's Representative: Mrs. Vindetta (Shawn) Medlock.
- C. Architect: Studio 2H Design, LLC; 1721 4<sup>th</sup> Avenue North, Suite 101; Birmingham, AL 35203; ph. 205-264-9988; Attn: Creig Hoskins.
- D. The Work generally consists of the following:
  - 1. The Work includes the interior demolition/removal and placement of new carpet, VCT flooring, rubber flooring, rubber base, ceiling tile, plaster ceilings, acoustical wall panels and painting of rooms and door frame to provide a finished product as described in the construction documents. The works is further described on construction documents, drawings and specifications prepared by the Architect, dated 03/10/2020.
  - 2. Inspection of Job Site: Before submitting a proposal, the Contractor must attend an on-site inspection to examine the conditions for purposes of determining amount of work to be done. The Contractor is expected to verify all dimensions and quantities necessary to complete the project.
- E. Base Bid: Base Bid shall be for a single contract for work completed as specified herein, except as specifically excluded. The Contractor shall execute the work in accordance with the true intent of the Contract Documents, which is to affect a complete, first class job without additional cost to the Owner, whether or not each and every item necessary therefore is specifically mention.

The Contractor is to supply all materials, labor, equipment, insurance, taxes, etc. as required to complete all work indicated below.

### 1.3 USE OF PREMISES

- A. Contractor shall have limited use of entire site for construction operations as indicated to allow.
  - 1. Owner occupancy
  - 2. Work by owner
  - 3. Work by others
- B. Use of Site:
  - 1. Do not disturb areas beyond project limit permitted by the Owner without prior approval.
  - 2. Confine work operations to the area to be disturbed. Do not encumber project site with stored material or equipment.
  - 3. Contractor shall assume full responsibility for protecting and safe keeping of stored material on site.
  - 4. Contractor shall assume full responsibility for maintaining life safety egress as required by code and the local jurisdiction.
  - 5. Owner does not allow smooking, tabacco, fire arms, or druges on the University premiesies.
  - 6. General Contractor and or Subcontractor personell shall not have a radio on site, shall not use foul language in the presence of students or school personell and shall wear shirts identifying them as construction workers. Person violating any of these rules shall be removed from the job site immediately by the Project Supervisor and reported to their respective employer. If said employee is again found violating the rule(s) , siad employee shall be removed from the project site permanently.

### PART 2 - PRODUCTS

### PART 3 - EXECUTION (Not Used)

#### 3.1 TIME FOR CONSTRUCTION

- A. The Contractor shall provide a written work schedule with an estimate completion date within two days of award of contract. Work is anticipated to begin May 5, 2020, and must be completed within (84) consecutive days. Substantial Completion must be achieved no later than July 20, 2020. Refer to Supplementary and General Conditions of the Contract for contract requirements relating to liquidated damages ad time extensions.
- B. 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 the Architect and Owner approve of the supervisor's absence from the project site.

END OF SECTION 01 1000

SECTION 01 1600 - MATERIALS

PART 1 - GENERAL

- 1.1 Material shall be new and without any indication of damage or coverage. If usually packaged bring to job in original unbroken labeled containers. Materials not specified but required, shall be of a grade equal or superior to related parts of work.
- 1.2 Brand Names: Mentioned herein to establish a standard of design and quality. Except when indicated in subsequent sections in regard to each particular item. Qualified pre-bid approval may be given to various vendors at their request on products for various vendors at their request on products for which pre-bid approval is not required; such approvals will be communicated only to the vendor.
- 1.3 Where three or more manufacturers are listed, the product must be furnished by one of the manufacturers so listed unless specific approval of other brand is obtained in writing. Comparison of substitute brands will be with the first name of those listed.  
By requesting approval of or by making a substitution, the Contractor shall certify that the product substituted is in all respects equal to, and will function equally well in the project, as the product specified. The Architect/Engineer, at his discretion may require the certification in writing.
- 1.4 Installation: Install, apply, connect, clean and operate all materials and equipment per manufacturer's directions and recommendations. In event of conflict between specifications and manufacturer's directions, obtain instructions from Engineer.
- 1.5 Color Selections: The Architect's/Engineer's color schedule will be prepared for color only; it will not justify deviations from Contract requirements (such as changing of finish material, type of paint, etc.) which must be made by Change Order. Where color numbers and names conflict, secure instructions before proceeding
- 1.6 Foreign Materials: In accordance with State Law, provide only materials manufactured, mined or processed in the United States or its territories, provided same are available at reasonable prices.

END OF SECTION 01 1600



## SECTION 01 2100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements governing the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
- B. See Division 01 Section "Unit Prices" for procedures for using unit prices.

#### 1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered or selected under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products, materials, and/or services under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Allowance no. 1	Owner Contingency—	\$ 25,000.00
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END OF SECTION 01 2100

## SECTION 01 2200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Administrative and procedural requirements for unit prices.
- B. Related Sections:
  - 1. 012100 Allowances.

#### 1.2 DEFINITIONS

- A. Unit price is amount proposed by Contractor or subcontractor as price per unit of measurement for materials or services added to or deducted from Contract Sum by appropriate modification, if estimated quantities of Work required by Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to Specification Sections for work that requires unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves right to measure work-in-place by independent surveyor.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES (Costs to be included in Base Bid).

For identified items of work the undersigned proposes of unit prices as listed below is to identify each item of work and its appropriate unit designation of cost for any additive or deductive amounts to the Base Bid amounts. Each unit price shall include all consideration for labor, materials, taxes, overhead, profit, equipment and any other costs for installation of the unit. Unit prices shall be the same for additive or deductive amounts.

ALABAMA A&M UNIVERSITY  
FINE ARTS BUILDING INTERIOR FINISHES UPGRADE  
S2HD PROJECT NO. 202002

**Unit Price No. 1 – Ceiling Tile:**

- a. USG CGC Ceiling Tiles;  
Item No. 2310  
Color: Blanco White  
Size: 24" x 48" x 5/8" with square edge  
Provide an allowance for 30 boxes

\$ \_\_\_\_\_ per carton X 30 cartons = \$ \_\_\_\_\_

**Unit Price No. 2 – Square foot (SF) cost for painting gypsum board and concrete masonry unit surfaces.**

\_\_\_\_\_ (SF) @ \$ \_\_\_\_\_ SF = \$ \_\_\_\_\_

**Unit Price No. 3 – Square foot (SF) cost for installing Carpet & Rubber Base.**

\_\_\_\_\_ (SF) @ \$ \_\_\_\_\_ SF = \$ \_\_\_\_\_

**Unit Price No. 4 – Interlocking Rubber Floor Mats:**

- a. ProMaxima;  
Item No. ACMAW  
Color: Blanco White  
Size: 48" x 48" x 3/8"

\_\_\_\_\_ (SF) @ \$ \_\_\_\_\_ SF = \$ \_\_\_\_\_

**Unit Price No. 4 – Sound Absorbing Wall Units:**

- b. Wenger Corporation  
Item: Type 1 & 2 Convex Diffuser Panels  
Color: TBD  
Size: TBD

Type 1: Quantity \_\_\_\_\_ X \$ \_\_\_\_\_ Per Panels= \$ \_\_\_\_\_

Type 2: Quantity \_\_\_\_\_ X \$ \_\_\_\_\_ Per Panels= \$ \_\_\_\_\_

END OF SECTION 01 2200



## SECTION 01 2300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

**Alternate No. 1** – Contractor to include pricing for all work related to removing existing carpet, rubber base and adhesive as required per manufacturers recommendation for installation of new carpet and base. Provide new painted walls, new carpet flooring and base at Office 206, Conference 209, Office 223 & Room 224.

Additive Amount: \_\_\_\_\_

**Alternate No. 2** – Contractor to include pricing for all work related to removing existing VCT flooring, rubber base and adhesive as required per manufacturers recommendation for installation of new VCT flooring and rubber base. Maintain a 12" sample of the existing base to be used as the control sample for the new base. Provide new painted walls, VCT flooring and base at Classroom 216 & Classroom 217.

Additive Amount: \_\_\_\_\_

**Alternate No. 3** – Contractor to include pricing for all work related to removing existing carpet, rubber base and adhesive as required per manufacturers recommendation for installation of new rubber flooring and base. Remove existing sound-absorbing wall units as required to install new sound-absorbing wall units. Provide new painted walls, sound-absorbing wall units, rubber flooring & base at Band Room 138.

Additive Amount: \_\_\_\_\_

**Alternate No. 4** – Contractor to include pricing for all work related to removing existing loose plaster at Theater 132 ceiling. Prep to receive gypsum joint compound, sand, & repaint entire ceiling, soffit, wall and low wall. Match existing color and texture. Protect existing ceiling fixtures, seating and flooring.

Additive Amount: \_\_\_\_\_

END OF SECTION 01 2300

SECTION 01 2900 - PAYMENT

PROCEDURES PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. Payments to be made electronically.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Overall Project Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and Project Schedule.
  - 2. Submit the proposed Draft Schedule of Values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Submit a printed schedule on ABC Form C-11, August 2001, Application and Certificate for Payment Continuation Sheet.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 4. Include separate line items for the following:
    - a. Mobilization

- b. Demobilization
  - c. Closeout & Project Record Documents
    - 1) This is to be included for the General Contractor as well as for each of the Subcontractors.
  - d. Punchlist activities  
This is to be included for the General Contractor as well as for each of the Subcontractors.
- 5. Provide dollar amounts that reflect their reasonable actual value, but not less than 5 percent of the Contract Sum.
  - 6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 7. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 8. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 9. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 10. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place are to be shown as separate line items in the Schedule of Values.
  - 11. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Applications will be submitted monthly. The payment period will be the 26<sup>th</sup> day through the 25<sup>th</sup> day of the next month. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

- C. Payment Application Forms: Use ABC Form C-10, August 2001, Application and Certificate for Payment Continuation Sheets. The Contractor's standard form of or electronic media printout will be considered.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit each Application for Payment to the Architect and include waivers of lien and similar attachments.
  - 1. Electronically transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Lien: With each Application for Payment, submit waivers of lien from every entity who is lawfully entitled to file a lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms approved by and executed in a manner acceptable to Owner.
- G. Initial Application or Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Schedule of unit prices.
  - 5. Submittals Schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. List of Contractor's principal consultants.
  - 8. Copies of building permits.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.
  - 12. Certificates of insurance and insurance policies.

- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Contractor's letter stating work is complete and requesting final payment.
  - 2. Certification of inspection by authorities having jurisdiction and copy of final inspection.
  - 3. Evidence of completion of Project closeout requirements, including, Warranties, Training, Operations and Maintenance Manuals.
  - 4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
    - a. Contractor's one year guarantee.
    - b. Guarantees in excess of one year as specified.
  - 5. Receipts for specified additional materials delivered to the Owner
  - 6. Updated final statement, accounting for final changes to the Contract Sum.
  - 7. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 8. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 9. AIA Document G707, "Consent of Surety to Final Payment."
  - 10. Evidence that claims have been settled.
  - 11. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not

Used) PART 3 - EXECUTION

(Not Used)

END OF SECTION 01 2900

## SECTION 01 3100 – PROJECT MANAGEMENT AND COORDINATION

### GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
  - 3. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

#### 1.2 DEFINITIONS

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

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
  - 1. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work.

#### 1.4 SUBMITTALS

- A. Key Personnel Names: Within ten (10) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities, list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.6 PROJECT MEETINGS

- A. General: Contractor will schedule all project meetings and issue meeting minutes.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: Architect will schedule a preconstruction conference with date to be determined. The conference will be at Project site or another convenient location. The meeting is conduct to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner and Architect; Contractor and its superintendent; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: The agenda will follow the agenda established by the Alabama Building Commission. Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Designation of key personnel and their duties.
    - c. Procedures for processing field decisions.
    - d. Procedures for RFIs.
    - e. Procedures for testing and inspecting
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Responsibility for temporary facilities and controls.
    - k. Construction waste management and recycling.
    - l. Parking availability.
    - m. Progress cleaning.
    - n. Working hours.
    - o. Security
    - p. First Aid



3. Minutes: Record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
  1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

#### 1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow three (3) working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 01 3100



## SECTION 01 3300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### 1.2 DEFINITIONS

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

#### 1.3 SUBMITTAL PROCEDURES

- A. Submittal requirements are indicated throughout the Contract Documents, and the following supplements to those requirements. The General Contractor will be responsible for a category of miscellaneous submittals required including warranties, workmanship bonds, field records, maintenance manuals, inspection/ test reports and close out documents. All submittals are to be submitted electronically in PDF format to the Architect for review, approval and further processing to the Architect. All submittals that have been reviewed by the Architect will be sent back to the General Contractor. Where submittals cannot be submitted electronically such as samples, color selections etc. and as agreed to by the Architect, they are to be transmitted with all the correct information required.
  - 1. Contractor will be required to submit shop drawings, product data, samples and any other similar submittals as required by the contract documents.
  - 2. Prior to transmitting a submittal for review, Contractors are to review themselves, mark all necessary changes, revisions or questions, and generally ensure compliance with the contract documents. All submittals are to be stamped with the Contractor's review stamp and signed by the Contractor prior to submission to the Architect. All submittals made without proper review and approval by the Contractor will be returned with no action taken by the Architect.
  - 3. Contractor shall ensure that all submittals will be transmitted for approval in a timely manner and in accordance with the Project Construction Schedule in the contract documents, allowing time for review, approval, fabrication and delivery for the submitted materials or systems to meet the installation dates as shown on the schedule.
  - 4. Contractors are responsible for ensuring that office and field personnel, as well as subcontractors and vendors, have copies of the approved or approved as noted

submittals that are stamped and initialed by the Architect. Installation of work without such approved or approved as noted documents is at the risk of the Contractor. Each contractor will maintain one set of approved submittals on site.

5. Contractor shall submit submittals electronically in PDF format for review by the Architect and Owner. Contractor will allow 2 weeks for Architect and Owner review. Allow the same time for re-submittals. Allow a longer period of time where processing must be delayed due to coordination with subsequent submittals, such as color selections.
    - a. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
  6. Submit four originals of color or material samples.
  7. Review of a submittal by the Architect and Consultants does not relieve the Contractor of his responsibility to comply with the Contract Documents.
  8. Submittals are only to reflect the requirements of the Contract Documents and any approved and executed change orders.
  9. Approval of a submittal by the Architect that deviates from the contract documents is not a change order and does not indicate approval of the deviation.
  10. Dimensions, quantities, and coordination with other contractors and site conditions are the Contractor's responsibility.
  11. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Identification: Place the following information on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal.
  2. Provide a submittal number. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
- C. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- D. Record Submittals: When submittals are returned and approved for construction, file copies and hold in Record Document file so they will be ready upon project completion.
- E. Transmittal: Package each submittal individually and appropriately for transmittal and for handling if samples. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
- F. Re-submittals: Make re-submittals in same form as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Approved" or "Approved as Noted".

- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers and authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating "Approved" or "Approved as Noted" taken by Architect and/or Consultants.

#### 1.4 CONTRACTOR'S USE OF ARCHITECT'S ELECTRONIC FILES

- A. General: At Contractor's request, copies of Architect's electronic files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
  - 1. Architect/Consultant files are diagrammatic and are not intended to show all conditions, so they must not be used as submittals. Contractor is solely responsible for the accuracy of his submittals.
  - 2. Electronic files may be used for this project only. Use of files to design or construct other projects is strictly prohibited.
  - 3. A waiver must be signed for each file request.

#### PART 2 - PRODUCTS – (NOT USED)

#### PART 3 - EXECUTION

##### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

##### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

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- C. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 3300

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- D. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.4 SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

#### 1.6 MOCKUPS

- A. General: Mockups are produced to allow Architect and trade contractors to evaluate an assembly of elements and identify and resolve problems, whether of appearance, compatibility, or issues of any nature. Failure to make timely preparation of a mockup will not relieve compliance with Project requirements.
  - 1. This Article establishes minimum qualification levels required; individual Specification Sections identify other requirements.
  - 2. Coordinate mockup work with work of other trades.
  - 3. After submittal process, Contractor will schedule mockup pre-installation meeting to coordinate trade requirements for each mockup.
  - 4. Complete mockups within 15 days of mockup pre-installation meeting.



1.7 QUALITY CONTROL

- A. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction.
  - 1. Schedule times for inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of inspecting and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000



## SECTION 01 6000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 7700 "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 9 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products and are not allowed.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

### 1.3 SUBMITTALS

- A. Substitution Requests: Submit electronically in PDF format each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - a. Statement indicating why specified material or product cannot be provided.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested will be sent to Architect.
  - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order.

- b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product Requests: Submit electronically in PDF format each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. See warranty schedule at end of this section.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 2 through 9 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

- a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect and Owner will consider requests for substitution if received within 15 days after Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect and Owner.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - 2. Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. Substitution request is fully documented and properly submitted.
  - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - 7. Requested substitution is compatible with other portions of the Work.
  - 8. Requested substitution has been coordinated with other portions of the Work.
  - 9. Requested substitution provides specified warranty.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000



## SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### 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 administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous construction waste.
  - 2. Disposing of nonhazardous construction waste.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

#### 1.4 PERFORMANCE GOALS

- A. The Owner encourages a good recycling program be established on this project. This is not a project requirement. The following recycling Sections are recommendations only.
  - 1. Construction Waste:
    - a. Carpet.
    - b. Carpet tile.
    - c. Packaging:
      - 1) Paper.
      - 2) Cardboard.
      - 3) Boxes.
      - 4) Plastic sheet and film.
      - 5) Polystyrene packaging.
      - 6) Wood crates.
      - 7) Plastic pails.

- B. Recycling /Processing Facility and Landfill/Incinerator Records: Indicate receipt and acceptance by facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE - required

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of construction waste generated by the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be recycled, donated, or sold.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

#### A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

### 3.4 DISPOSAL OF WASTE - required

- A. General: Except for items or materials to be recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 7419



## SECTION 01 7700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Submit specific warranties, workmanship bonds and similar documents.
  - 3. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
  - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 5. Terminate and remove temporary facilities from Project site, along with, construction tools, and similar elements.
  - 6. Complete final cleaning requirements, including touchup painting.
  - 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 2900 "Payment Procedures."
  - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products.
- B. Inspection: Submit request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: 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.
  - 2. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit list electronically in PDF format. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

### 1.5 WARRANTIES

- A. Submittal Time: Submit warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on Uniformat 2010.

1. Provide separate PDF file for each product or installation warranty with signatures.
  2. Provide the name of the product and the name, address, and telephone number of Installer.
  3. Identify file folder as "WARRANTIES," with Project name, and name of Contractor.
- C. Cross file each warranty within respective operation and maintenance manuals file.

## 1.6 SUBMITTALS

- A. Manual: Submit 1 of each in final PDF format at least 15 days before final inspection. Architect will return with comments within 15 days after final inspection. Correct or modify each manual to comply with Architect's comments. Submit corrected manual within 15 days of receipt of Architect's comments.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - j. Remove labels that are not permanent.
  - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Replace parts subject to unusual operating conditions.
  - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent fixtures to comply with requirements for new fixtures.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of insects and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700



## SECTION 01 9200 – CLEANING

### PART 1.0 - GENERAL

#### 1.1 SUMMARY OF WORK

- A. Maintain the standard of cleanliness described for the interior and exterior of the building, and the job site throughout the construction period until final acceptance by the Owner.

#### 1.2 RELATED WORK:

- A. 01 5000 Temporary Facilities
- B. 01 7700 Closeout Procedures

#### 1.3 QUALITY ASSURANCE

- A. Contractor will conduct a daily inspection of Work areas to verify that requirements for cleanliness are being met.
- B. Contractor is to comply with requirements of governmental agencies with jurisdiction.

### PART 2.0 - PRODUCTS

#### 2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Contractor is to provide personnel, equipment and materials needed to maintain specified standards of cleanliness.
- B. Contractor is to use cleaning materials and equipment, which are compatible with the surface being cleaned. Follow manufacturer's recommendations.

### PART 3.0 - EXECUTION

#### 3.1 PROGRESS CLEANING, GENERAL

- A. Provide trash dumpster(s) (40 cubic yard minimum) at the project while Work is progressing. Dumpsters will remain in place until waste removal needs are no longer needed, or until final acceptance of the Project.
- B. Contractor will regularly remove and legally dispose of all waste and promptly replace the container when needed. Contractor is not to allow accumulation of scrap, debris, waste or other items not required for construction of the Work.

- C. Protection Guidelines: Contractor is to protect installed work from ongoing construction traffic and activities. This protection is to be done in a practical manner utilizing plastic, plywood, etc. Once the work is protected, Contractor is to notify Architect, who will inspect and confirm that adequate protection has been installed. Once the Architect approves of the protection, contractor is to continue to provide minor maintenance of the protection of their work until such time that it the protection can be removed for final cleaning.
- D. During construction, Contractor will be responsible for daily cleaning and for removing from the building any boxes, excess materials, scraps, and other debris caused by his work. All debris is to be removed from the site or placed in the trash. Keep construction site in a clean and neat condition at all times.
- E. Contractor is responsible for thorough cleanup of the construction job site both inside and outside of the building structures on a daily basis. This cleanup includes removal of miscellaneous construction items such as dirt, dust, small pieces of construction materials, soft drink cans, small packaging, boxes, etc. Floors are to be swept to pick up debris from the working areas and all debris is to be removed from the site.
- F. Failure of a contractor to complete all cleaning requirements applicable to his work will result in a written warning being issued by the Architect to the Contractor. This warning will give the Contractor 24 hours to complete the necessary cleaning. If the contractor has not completed the cleanup within 24 hours after issue of the written warning, the Architect and Owner will have this work performed by others and charged to the Contractor's account in the form of a back-charge.

### 3.2 PROGRESS CLEANING, SITE

- A. Contractor is to remove all crates, pallets, scrap, debris, waste and other items from the job site on a daily basis. Place such debris in the jobsite dumpster or remove from the site.
- B. For temporary on-site storage, contractor shall maintain his items being stored in a neat and orderly condition. All items being stored on-site will be adequately protected.
- C. Contractor is to maintain existing street cleanliness around project entrances/sidewalks and keep these areas free from dirt, debris, or other waste materials.

### 3.3 PROGRESS CLEANING, STRUCTURES

The following requirements are applicable to the Contractor as they relate to the specific area(s) of operation. These requirements are also applicable to the contractor's daily cleaning requirement in Section 3.2 above.

- A. Clean interiors of buildings in construction areas to a broom clean condition on a daily basis. "Clean" is defined as"
  - 1. Free from dust or other material capable of being removed by the reasonable use of a hand-held broom.
- B. Collect waste daily. Maintain a clear separation between hazardous and unsanitary waste from other construction waste. Lawfully dispose of all waste material.
- C. Before installation, clean each surface to receive a new material according to the manufacturer's cleaning recommendation.
- D. After installation of finish floor materials, clean the finish floor daily or provide protection as if necessary, to keep free from foreign material that may be injurious to finish floor material.

#### 3.4 SPECIFIC INTERIOR CLEANING

- A. Clean interiors of buildings in construction areas to a "Final Cleaning" condition on a daily basis at areas affected.
- B. Use cleaning materials and equipment, which are compatible with the surface being cleaned.
- C. Utilize cleaning agents/procedures that will not impact the day to day operation and one week "air out" period.

#### 3.5 PROGRESS CLEANING

- A. Clean interior of buildings and construction areas to broom clean condition on a daily basis.

END OF SECTION 01 9200



## SECTION 09 6513 - RESILIENT WALL BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Resilient wall base.
  - 2. Resilient flooring accessories.
  - 3. Resilient carpet accessories.
- B. Related Sections: Division 9 Sections "Resilient Tile Flooring" and "Carpet" contains requirements that relate to this Section:

#### 1.2 SUBMITTALS

- A. Product data for each type of products specified.
- B. Sample for verification purpose in full-size of products specified.
- C. Maintenance data for products specified, to include in Operation and Maintenance Manual.

#### 1.3 QUALITY ASSURANCE

- A. Single-Source Responsibility for Products: Obtain each type and color of product specified from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in original manufacturer's unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- C. Move products into spaces where they will be installed at least 48 hours in advance of installation.

#### 1.5 PROJECT CONDITIONS

- A. Maintain a minimum temperature of 70 deg F (21 deg C) in spaces to receive products specified in this Section for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55 deg F (13 deg C).

- B. Do not install products until they are at the same temperature as that of the space where they are to be installed. Close spaces to traffic during installation of products specified in this Section.

#### 1.6 SEQUENCING AND SCHEDULING

- A. Sequence installing products specified in this Section with other construction to minimize possibility of damage and soiling during remainder of construction period.

#### 1.7 EXTRA MATERIALS

- A. Deliver extra materials to Owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage, and identified with labels clearly describing contents. Furnish not less than 10 linear feet for each 500 linear feet or fraction thereof of each different type and color of resilient wall base installed.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis of Design for Rubber Wall Base and Accessories: Johnsonite:
  - 1. Rubber Wall Base: ASTM F 1861
  - 2. Group (Manufacturing Method): I (solid).
  - 3. Profile: Standard
  - 4. Color: 40 Black B
  - 5. Style: Cove (with top-set toe).
  - 6. Minimum Nominal Thickness: 1/8 inch.
  - 7. Height: Match existing. Field verify.
  - 8. Lengths: Continuous coils in lengths standard with manufacturer, but not less than 120 feet. Place order in sufficient time to obtain lengths desired.
  - 9. Outside Corners: Stretched only - No pre-molded corners.
  - 10. Interior Corners: Job-formed only.
  - 11. Surface: Smooth.
  - 12. Color and Pattern: Match existing
  - 13. Type (Material Requirement): Match existing
- B. Accessories:
  - 1. Adapters/transitions: 168 Resilient to carpet transition  
Carpet to Nothing Reducer Strip
  - 2. Stair Nosing: 202 Double-Butt Carpet Stair Nosing
  - 3. Color: Match Wall Base
- C. Subject to compliance with requirements, provide one of the following acceptable manufacturer substitutions:

1. Johnson Rubber Company
2. Nora Systems

NOTE: Any substitutions must be approved by Owner prior to bid date.

#### INSTALLATION ACCESSORIES

- D. Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by resilient product manufacturers for applications indicated.
- E. Adhesives: Water-resistant type recommended by manufacturer to suit resilient flooring product and substrate conditions indicated.
  1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
    - a. Cove Base Adhesives: 50 g/L.
    - b. Rubber Floor Adhesives: 60 g/L.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas where installation of products specified in this Section will occur, with Installer present, to verify that substrates and conditions are satisfactory for installation and comply with manufacturer's requirements and those specified in this Section.

#### 3.2 PREPARATION

- A. General: Comply with manufacturer's installation specifications for preparing substrates indicated to receive products indicated.
- B. Use trowelable leveling and patching compounds per manufacturer's directions to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom or vacuum clean substrates to be covered immediately before installing products specified in this Section. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.

#### 3.3 INSTALLATION

- A. General: Install products specified in this Section using methods indicated according to manufacturer's installation directions.

- B. Apply resilient wall base to walls, columns, pilasters, casework, and other permanent fixtures in rooms and areas where base is required. Install wall base in lengths as long as practicable. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
  - 1. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
  - 2. Do not stretch wall base during installation.
  - 3. Install base and accessories to minimize joints. Install base with joints as far from corners as practical.
  - 4. Form inside corners on job from straight pieces of maximum lengths possible by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base to produce snug fit to substrate.
  - 5. Form outside corners on job from straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to product a snug fit without removing more than half the wall base thickness.
- C. Place resilient accessories so they are butted to adjacent materials of type indicated and bond to substrates with adhesive. Install reducer strips at edges of flooring that otherwise would be exposed.

### 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing installation:
  - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by manufacturers of resilient product involved.
  - 2. Sweep or vacuum floor thoroughly.
  - 3. Do not wash surfaces until after time period recommended by manufacturer.
  - 4. Damp-mop resilient accessories to remove black marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by manufacturer of resilient product involved.
  - 1. Cover resilient accessories on floors with undyed, untreated building paper until inspection for Substantial Completion.
- C. Clean products specified in this Section not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products using method recommended by manufacturer.

END OF SECTION 09 6513



## SECTION 09660 - RESILIENT TILE FLOORING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes vinyl composition floor tile.
- B. Related Sections: Division 9 Section "Resilient Wall Base and Accessories" and "Carpet" contain requirements that relate to this section:

#### 1.2 SUBMITTALS

- A. Product data for each type of product specified.
- B. Samples for verification purposes in full-size tiles of floor tile specified.
- C. Maintenance data for resilient floor tile, to include in Operating and Maintenance Manual.

#### 1.3 QUALITY ASSURANCE

- A. Single-Source Responsibility for Floor Tile: Obtain color and pattern of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver tiles and installation accessories to Project site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store flooring materials in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- C. Store tiles on flat surfaces. Move tiles and installation accessories into spaces where they will be installed at least 48 hours in advance of installation.

#### 1.5 PROJECT CONDITIONS

- A. Maintain a minimum temperature of 70 deg F (21 deg C) in spaces to receive tiles for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55 deg F (13 deg C).
- B. Do not install tiles until they are at the same temperature as the space where they are to be installed. Close spaces to traffic during tile installation.

#### 1.6 SEQUENCING AND SCHEDULING

- A. Install tiles and accessories after other finishing operations, including painting, have been completed.
- B. Do not install tiles over concrete slabs until the slabs have cured and are sufficiently dry to bond with adhesive as determined by tile manufacturer's recommended bond and moisture test.

#### 1.7 EXTRA MATERIALS

- A. Deliver extra materials to Owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage and identified with labels clearly describing contents.
  - 1. Furnish not less than one box for each 50 boxes or fraction thereof, of each class, wearing surface, color, pattern and size of resilient floor tile installed.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis of Design for Resilient Tile: Armstrong Excelon – Shelter White 51836

#### 2.2 INSTALLATION ACCESSORIES

- A. Concrete Slab Primer: Nonstaining type as recommended by flooring manufacturer.
- B. Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by tile manufacturer for applications indicated.
- C. Adhesives (Cements): Water-resistant type recommended by tile manufacturer to suit resilient floor tile products and substrate conditions indicated.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. General: Examine areas where installation of tiles will occur, with Installer present, to verify that substrates and conditions are satisfactory for tile installation and comply with tile manufacturer's requirements and those specified in this Section.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:

1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by tile manufacturer.
  2. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits of any kind.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile.
- B. Use trowelable leveling and patching compounds per tile manufacturer's directions to fill cracks, holes, and depressions in substrates. Level to 1/8" in 10'-0" tolerance.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.
- D. Broom or vacuum clean substrates to be covered by tiles immediately before tile installation. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.
- E. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

### 3.3 INSTALLATION

- A. General: Comply with tile manufacturer's installation directions.
- B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths at perimeter that equal less than one-half of a tile. Install tiles square with room axis. Align with existing pattern as required.
- C. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.
- D. Install tile with tight joints. Scribe, cut, and fit tiles to butt tightly to vertical surfaces, permanent fixtures, built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.
- E. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- F. Adhere tiles to flooring substrates without producing open cracks, voids, raising and

puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed tile installation.

- G. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those for trowel notching, adhesive mixing, and adhesive open and working times.

### 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing tile installation:
  - 1. Remove visible adhesive and other surface blemishes, using cleaner recommended by tile manufacturers.
  - 2. Do not scrub floor with steel wool pads, wire brushes, aggressive floor cleaners or cleansers.
  - 3. Sweep or vacuum floor thoroughly.
  - 4. Do not wash floor until after time period recommended by resilient floor tile manufacturer.
  - 5. Damp-mop tile to remove black marks, soil and blemishes.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations. Use protection methods indicated or recommended by tile manufacturer.
  - 1. Cover tiles with Ram Board Temporary Floor Protection until Substantial Completion.
  - 2. Do not move heavy and sharp objects directly over tiles. Place plywood or hardboard panels over tiles and under objects while they are being moved. Slide or roll objects over panels without moving panels.
- C. Clean tiles not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion. Clean tiles using method recommended by manufacturer.
  - 1. Immediately before turning project over to Owner, clean and apply floor polish. Ensure that all VCT areas have been caulked at transitions to walls, thresholds, etc. prior to applying floor polish. After cleaning, apply four (4) separate coats of S.C. Johnson Vectra Floor Finish. Finish by buffing in accordance with manufacturer's directions to present a burnished gloss appearance.

END OF SECTION 09 6519

SECTION 09 6566 – RESILIENT ATHLETIC FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Interlocking, rubber floor tile.

1.2 COORDINATION

- A. Coordinate layout and installation of flooring with floor inserts for gymnasium equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For product and for color specified.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Single-Source Responsibility for Rubber Floor Tiles. Obtain color and pattern of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

1.6 INTERLOCKING, RUBBER FLOOR TILE

- A. Description: Athletic flooring consisting of modular rubber tiles with precision cut, interlocking edges, for free-lay installation.
- B. Material: Rubber.
- C. Tile Interlock: Hidden.
- D. Traffic-Surface Texture: Nondirectional, stipple texture.
- E. Size: 48 inches square.
- F. Thickness: 3/8 inch.

- G. Color and Pattern: As selected by Architect from manufacturer's full range
- H. Border: Interlocking, beveled-edge tiles, of same material as floor tile; with bevels that transition from thickness of floor tile to surface below it; with straight outside edges; for use where flooring corners and edges do not abut vertical surfaces.

## PART 2 - EXECUTION

### 2.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of flooring.
- B. Sweep and vacuum clean substrates to be covered by flooring immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

### 2.2 FLOORING INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions.
- B. Scribe, cut, and fit flooring to butt neatly and tightly to vertical surfaces, equipment anchors, floor outlets, and other interruptions of floor surface.
- C. Extend flooring into toe spaces, door reveals, closets, and similar openings unless otherwise indicated.
- D. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating subfloor markings on flooring. Use nonpermanent, nonstaining marking device.

### 2.3 FLOOR TILE INSTALLATION

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles square with room axis.
- B. Discard broken, cracked, chipped, or deformed tiles.
- C. Free-Lay Tile: Place flooring at locations indicated with units securely interconnected and fully seated on substrate to form a smooth, level surface.
  - 1. substances into seams.

2.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing flooring installation:
  - 1. Remove adhesive and other blemishes from flooring surfaces.
  - 2. Sweep and vacuum flooring thoroughly.
  - 3. Damp-mop flooring to remove marks and soil after time period recommended in writing by manufacturer.
- B. Protect flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
  - 1. Do not move heavy and sharp objects directly over flooring. Protect flooring with plywood or hardboard panels to prevent damage from storing or moving objects over flooring.

END OF SECTION 09 6566





SECTION 09 6813 – CARPET TILE

PART 1 - GENERAL

1.01 SUMMARY:

- A. This section includes modular, textured patterned loop carpet tile.
- B. Extent of each type of carpet tile is indicated on drawings, finish schedule and by specifications, and is defined to include carpet and accessories.

1.02 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, loss of tuft bind strength, dimensional stability, excess static discharge, and delamination.

- 1. Warranty Period: minimum 10 years from date of Substantial Completion.

1.03 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics, sizes, patterns, colors available, and method of installation for each type of carpet, cushion and accessory item required.
- B. Samples: For color and texture required.
  - 1. Carpet Tile: Two full-size samples.
  - 2. Exposed Edge, Transition and other Accessory Stripping: 12-inch (300-mm-) long samples.
- C. Product Schedule: For carpet tile. Use same designations indicated on Drawings.
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm (carpet mill) with not less than five (5) years of production experience with carpet tile similar to types specified in this section; and whose published product literature clearly indicates general compliance of products with requirements of this section.

- B. Installer Qualifications: Installers shall have a minimum of five (5) years commercial experience and must demonstrate previous successful installation of commercial carpet of type, quantity and installation methods similar to work of this section. At the request of the Architect, a written certification must be provided for each workman.
- C. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."
- D. General Terminology Information Standard: Refer to current edition of "Carpet Specifier's Handbook" by The Carpet and Rug Institute for definitions of terminology not otherwise defined herein, and for general recommendations and information.
- E. Flame/Smoke Resistance Standards: Where ratings are indicated for carpet, provide materials complying with ratings as indicated for the following test standards:
  - 1. Pill Test: Test for flammability; ASTM D 2859, or CPSC FF - 1 70.
  - 2. Floor Radiant Panel test: Test for burning under varying radiant energy levels; ASTM – E - 648, with minimum average radiant flux ratings not less than the following:
    - a. FRPT Rating: 0.45 watts/sq. cm.
  - 3. Smoke Density Test: Test in radiant heat chamber, with and without flame, for density of smoke generated; ASTM – E - 662, or NFPA No. 258, also known as NBS Smoke Density Chamber Test.
  - 4. Colorfastness to Crocking: Not less than 4, wet and dry, per AATCC 165.
  - 5. Colorfastness to Light: Not less than 4 after 60 AFU (AATCC fading units) per AATCC 16, Option E.
  - 6. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria; not less than 1-mm halo of inhibition for gram-negative bacteria; no fungal growth; per AATCC 174.
  - 7. Electrostatic Propensity: Less than 2 kV per AATCC 134.
  - 8. Environmental Requirements: Provide carpet tile that complies with testing and product requirements of Carpet and Rug Institute's "Green Label Plus" program.
- F. Carpet tiles must be acclimated to the area of installation for a minimum period of 48 hours prior to installation.
- G. Do not install carpet tiles until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

- H. Do not install carpet tiles over concrete slabs unless slabs are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Comply with CRI 104, Section 5, "Storage and Handling".
- B. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

#### 1.06 EXTRA MATERIALS

- A. Furnish extra materials as specified on the Finish Schedule, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Carpet Tile: Full-size units equal to 2 percent of amount installed for each type indicated. If 2 percent is less than one box, provide one full box.

### PART 2 - PRODUCTS

#### 2.01 CARPET TILE

- A. Basis of Design: Shaw
  - 1. Style: Infinite Tile 5T010
  - 2. Collection: No Rules
  - 3. Size: 24" x 24"
  - 4. Construction: Multi-level Pattern Loop
  - 5. Tufted Weight: 16 oz/sq. yd.
  - 6. Fiber: eco Solution q
  - 7. Dye Method: 100% Solution Dyed
- B. Subject to compliance with requirements, provide one of the following acceptable manufacturer substitutions:
  - 1. Interface
  - 2. Mannington
  - 3. Masland

NOTE: Any carpet tile substitutions must be approved by Architect and Owner prior to bid date.

## 2.01 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suite products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
  - 1. VOC Limits: Provide adhesives with VOC content not more than 50 g/L when calculated according to 40 CFR 59, Subpart D (EPA method 24).
- C. Miscellaneous Materials: As recommended by manufacturers of carpet, and other carpeting products; and selected by Installer to meet project circumstance and requirements.
- D. Rubber Base, Transition Strips and Carpet Nosing: Refer to Section 096513 Resilient Base.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tiles.
- B. Verify that sub-floor surfaces are dust-free and free of substances which would impair bonding of adhesive materials to sub-floor surface.

### 3.02 PREPARATION

- A. Measure each space to receive carpeting, as a basis of supplying, cutting and seaming the carpet. Do not scale the Architect's drawings or calculate sizes from dimensions shown.
- B. Sequence carpeting with other work so as to minimize the possibility of damage and soiling of carpet during the remainder of the project.
- C. Remove sub-floor ridges and bumps. Clear away debris, existing glue and scrape up cementitious deposits from surfaces to receive carpeting. Repair/fill minor or local low spots, cracks, joints, holes, rough areas and other defects with sub-floor material recommended by carpet or adhesive manufacturer.
- D. Notify Contractor in writing of major conditions detrimental to proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected.
- E. Apply, trowel and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- F. Vacuum/clean substrate immediately, before installing carpet tile.
- G. Flooring must acclimate to a space for a minimum of 48 hours prior to installation.

### 3.03 INSTALLATION

- A. General: Comply with carpet tile manufacturer's written installation instructions and CRI 104, Section 14, "Carpet Modules".
- B. Maintain dye lot integrity. Do not mix dye lots in same area.
- C. Locate change of flooring material, color or pattern between rooms under door centerline.
- D. Installation Method: Glue down; install every tile with fully, uniformly spread, releasable, pressure-sensitive adhesive.
- E. Butt carpet edges tightly together to form seams without gaps. Roll entire carpet area lightly to eliminate air pockets and ensure uniform bond. Remove adhesive promptly from face of carpet.
- F. Install rubber base with adhesive, as recommended by manufacturer.
- G. Install pattern parallel to walls, using full tiles as much as possible to minimize the placement of seams.
- H. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves and similar openings.
- I. Cut carpet tile clean and butt tightly to intersections with vertical surfaces, edges, and pipes without gaps.
- J. Trim carpet tile neatly at walls and around interruptions.
- K. Complete installation of edge strips, concealing exposed edges.

### 3.04 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.
- B. Immediately after installing carpet tile:
  - 1. Remove excess adhesive and other blemishes without damage, from floor surfaces, walls, rubber base, etc. Remove spots/stains from carpet tiles and replace where spots/stains cannot be removed. Remove any protruding face yard using sharp scissors.
  - 2. Clean and vacuum floor, using commercial machine with face-beater element.
- C. Protect installed carpet tile per CRI 104, Section 16, "Protection of Indoor Installations."

END OF SECTION 09 6813



SECTION 09 8433 – SOUND-ABSORBING WALL UNITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes shop-fabricated, sound-absorbing acoustical panel units tested for acoustical performance.
- B. Preinstallation Conference: Conduct conference at Project site.

1.2 SUBMITTALS

- A. Product data for each type of product specified.
- B. Samples for verification purposes in full-size tiles of floor tile specified.
- C. Shop Drawings: For unit assembly and installation.
- D. Maintenance data.

1.1 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. -Test-Response Characteristics: Units shall comply with "Surface-Burning Characteristics" or "Fire Growth Contribution" Subparagraph below, or both, as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
  - 1. Surface-Burning Characteristics: Comply with ASTM E84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
    - a. Flame-Spread Index: 25 or less.
    - b. Smoke-Developed Index: 450 or less.
  - 2. Fire Growth Contribution: Comply with acceptance criteria of local code and authorities having jurisdiction when tested according to NFPA 265 Method B Protocol or NFPA 286.

## 2.2 SOUND-ABSORBING WALL UNITS

- A. Sound-Absorbing Wall Panel: Type I Convex Diffuser Panels and Type II Convex Diffuser Panels. Location as shown on drawings. Manufacturer's standard panel construction consisting of facing material laminated to front face, edges, and back edge border of core.
  - 1. Mounting: Edge mounted with splines secured to substrate.
  - 2. Mounting: Back mounted with manufacturer's standard [metal "Z" clips, secured to substrate.
  - 3. Core: Manufacturer's standard.
  - 4. Acoustical Performance: Sound absorption NRC 0.50 to 0.90 according to ASTM C423 for Panel Type 1 & 2 Convex Diffuser Panels with mounting according to ASTM E795.
  - 5. Nominal Overall Panel Thickness: As indicated on Drawings] <Insert dimension>.

## 2.3 MANUFACTURERS

- A. Basis of Design for Sound-Absorbing Wall Units: Wenger Corporation
  - 1. Panels:
    - a. Type I Convex Diffuser Panels
    - b. Type II Convex Diffuser Panels
  - 2. Mounting: Edge mounted with splines secured to substrate. Back mounted with manufacturer's standard [metal "Z" clips, secured to substrate.
  - 3. Core: Manufacturer's standard.
  - 4. Acoustical Performance: Sound absorption NRC 0.50 to 0.90 according to ASTM C423 for Panel Type 1 & 2 Convex Diffuser Panels with mounting according to ASTM E795.
  - 5. Nominal Overall Panel Thickness: As indicated on Drawings.
- B. Subject to compliance with requirements, products that may be incorporated into the work include products by the following manufacturers:
  - 1. Acoustical Panel System
  - 2. Armstrong World Industries, Inc.
  - 3. Tectum Inc

## 2.4 MATERIALS

- A. Core Materials: Manufacturer's standard.
  - 1. Impact-Resistant, Acoustically Transparent, Copolymer Sheet for Face Layer: 1/16- to 1/8-inch- thick layer of perforated, noncombustible, copolymer sheet laminated to face of core.
- B. Facing Material: Fabric as manufactured by Guilford of Maine Company's FR710 Style 2100 series of fabric in manufacturer standard variety of colors as selected by Architect.
  - 1. Applied Treatments: Stain resistance.
- C. Mounting Devices: Concealed on back of unit, recommended by manufacturer to support weight of unit.



## 2.5 FABRICATION

- A. Standard Construction: Use manufacturer's standard construction with facing material applied to face, edges, and back border of dimensionally stable core; and with rigid edges to reinforce panel perimeter against warpage and damage.
- B. Core-Face Layer: Evenly stretched over core face and edges and securely attached to core; free from puckers, ripples, wrinkles, or sags.
- C. Facing Material: Apply fabric facing fully covering visible surfaces of unit; with material stretched straight, on the grain, tight, square, and free from puckers, ripples, wrinkles, sags, blisters, seams, adhesive, or other visible distortions or foreign matter.
  - 1. Fabrics with Directional or Repeating Patterns or Directional Weave: Mark fabric top and attach fabric in same direction so pattern or weave matches in adjacent units.
- D. Dimensional Tolerances of Finished Units: Plus or minus 1/16 inch.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install units in locations indicated. Unless otherwise indicated, install units with vertical surfaces and edges plumb, top edges level and in alignment with other units, faces flush, and scribed to fit adjoining work accurately at borders and at penetrations.
- B. Comply with manufacturer's written instructions for installation of units using type of mounting devices indicated. Mount units securely to supporting substrate.
- C. Align fabric pattern and grain with adjacent units.

### 3.2 CLEANING

- A. Clip loose threads; remove pills and extraneous materials.
- B. Clean panels on completion of installation to remove dust and other foreign materials according to manufacturer's written instructions.

END OF SECTION 09 8433



## SECTION 09 9123 - INTERIOR AND EXTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Surface preparation and application of paint systems on following substrates:
  - 1. Wood – Interior
  - 2. Gypsum board
  - 3. Concrete Masonry Units (CMUs)
  - 4. Steel and Iron
- B. Paint exposed surfaces whether or not colors are designated in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. NOTE: Exposed conduit and piping located in rooms to be painted will be painted to match wall color unless directed otherwise by architect. If color or finish is not designated, the UA Designer will select from standard colors or finishes available.

#### 1.2 SUBMITTALS

- A. Product Data: For each paint system indicated, including block fillers and primers.
- B. Product List: For each product indicated, include:
  - 1. Use same designations indicated on Drawings and in Schedules.

#### 1.3 QUALITY ASSURANCE

- A. MPI Standards:
  - 1. Products: Per MPI standards indicated and listed in "MPI Approved Products List."
  - 2. Preparation and Workmanship: per requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- B. Applicator Qualifications: Engage an experienced applicator who has completed painting systems applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- C. Single-Source Responsibility: Provide block fillers, primers, and undercoat paint produced by the same manufacturer as the finish coats.
- D. Mockups: Apply benchmark samples of each paint system and each color and finish selected to verify preliminary selections and demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface for application of each paint system specified.
    - 1. Wall and Ceiling Surfaces: Provide samples of at least 10 sq. ft.

2. Door Frames: As selected in field.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacturer.
  - 4. Thinning instructions.
  - 5. Application instructions.
  - 6. Color name and number.
  - 7. VOC content.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain clean containers, free of foreign materials and residue.
  - 2. Protect from freezing.
  - 3. Remove rags and waste from storage areas daily.
  - 4. Keep storage area neat and orderly.
  - 5. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and application.

#### 1.5 PROJECT CONDITIONS

- A. Apply paints only when temperature of surface to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above dew point; or to damp or wet surfaces.

#### 1.6 EXTRA MATERIALS

- A. Furnish extra materials described below from same production run as materials applied; package for storage and identify with labels describing contents.
  - 1. Quantity: Furnish an additional one (1) gallon minimum of each material and color applied.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Basis of Design: Sherwin Williams
  - 1. Walls: Agreeable Gray
  - 2. Door Frames: Bulldog Maroon

3. Ceiling: Match existing Theater ceiling paint color and finish.
- B. Subject to compliance with requirements, products that may be incorporated into the work include products by the following manufacturers:
1. Benjamin Moore.
  2. PPG Paints
  3. Sherwin Williams Co.

## 2.2 PAINT Materials, GENERAL

- A. Material Compatibility:
1. Provide materials within each paint system compatible with one another and substrate, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- Proprietary Names: Use of manufacturer's proprietary product names to designated colors or material is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. VOC Content of Field-Applied Interior Paints and Coatings: Provide products per following limits for VOC content, exclusive of colorants added to tint base, when calculated per 40 CFR 59, Subpart D (EPA Method 24); requirements do not apply to coatings applied in fabrication shop:
1. Flat Paints, Coatings, and Primers: VOC content not more than 50 g/L.
  2. Nonflat Paints, Coatings, and Primers: VOC content not more than 150 g/L.
  3. Anti-Corrosive/ Anti-Rust Paints Applied to Ferrous Metal: VOC not more than 250 g/L.
  4. Flat Topcoat Paints: VOC content not more than 50 g/L.
  5. Nonflat Topcoat Paints: VOC content not more than 150 g/L.
  6. Primers, Sealers, and Undercoaters: VOC content not more than 200 g/L.
  7. Dry-Fog Coatings: VOC content not more than 400 g/L.
  8. Zinc-Rich Industrial Maintenance Primers: VOC content not more than 340 g/L.
  9. Pre-Treatment Wash Primers: VOC content not more than 420 g/L.
- D. Chemical Components of Field-Applied Interior Paints and Coatings: Provide paints applied to ferrous metals per following; requirements do not apply to coatings applied in fabrication shop:
1. Aromatic Compounds: Not more than 1.0 percent by weight.
  2. Restricted Components: None allowed:
    1. Acrolein.
    2. Acrylonitrile.
    3. Antimony.

4. Benzene.
5. Butyl benzyl phthalate.
6. Cadmium.
7. Di (2-ethylhexyl) phthalate.
8. Di-n-butyl phthalate.
9. Di-n-octyl phthalate.
10. 1,2-dichlorobenzene.
11. Diethyl phthalate.
12. Dimethyl phthalate.
13. Ethylbenzene.
14. Formaldehyde.
15. Hexavalent chromium.
16. Isophorone.
17. Lead.
18. Mercury.
19. Methyl ethyl ketone.
20. Methyl isobutyl ketone.
21. Methylene chloride.
22. Naphthalene.
23. Toluene (methylbenzene).
24. 1,1,1-trichloroethane.
25. Vinyl chloride.

- E. Schedule of surfaces to be painted include, but are not limited to:
1. Walls: Latex, Eggshell Finish.
  2. Door frames: Alkyd Enamel, Semi-Gloss Finish.
  3. Hard ceilings in Offices: Latex, Flat Finish.

## 2.3 PRIMERS/SEALERS

- A. Interior Latex Primer/Sealer: MPI #50, for use on all exposed interior gypsum board surfaces.
1. VOC Content: E Range of E2.
  2. Environmental Performance Rating: EPR 2.
  3. PPG Seal Grip Universal Acrylic Primer #17-921.

## 2.4 METAL PRIMERS

- A. Quick-Drying Alkyd Metal Primer: MPI #76 for exposed metals.
1. VOC Content: E Range of E2.
  2. PPG Pitt-Tech Plus #4020 PF.

## 2.5 Exposed Ferrous Metal Painting Schedule

- A. Minimum acceptable dry film thickness (DFT) in mils is noted for each system.
- B. Exterior Surfaces – **Two finish coats over a primer.**

1. Ferrous Metals, Alkyd Enamel (6 mils DFT):
  1. Primer: PPG Multi-prime #4160 Tank + Structural Primer.
  2. First coat: PPG HPC Industrial Alkyd Enamel #4308.
  3. Topcoat: PPG HPC Industrial Alkyd Enamel #4308.
- C. Interior Surfaces – **Two finish coats over a primer.**
  1. Ferrous Metals (5 mils DFT):
    1. Primer: PPG Multiprime #4160 Tank +Structural Primer @ 2.0 mils DFT.
    2. First coat: SPEEDHIDE Interior Semi-Gloss Oil #6-110XI @ 1.7 mils DFT.
    3. Topcoat: SPEEDHIDE Interior Semi-Gloss Oil #6-110XI @ 1.7 mils DFT.

## 2.6 LATEX PAINTS

- A. Interior Surfaces: Institutional Low-Odor/VOC Latex (Eggshell): MPI #145 (Gloss Level 3) - **Two finish coats over a primer.**
  1. VOC Content: E Range of E3.
  2. Primer: PPG #17-921 Seal Grip Interior Exterior Universal Acrylic Primer @ 1.6 mils DFT.
  3. First Coat: PPG SPEEDHIDE Interior Zero VOC Latex Eggshell #6-4310XI @ 1.5 mils DFT.
  4. Topcoat: PPG SPEEDHIDE Interior Zero VOC Latex Eggshell #6-4310XI @ 1.5 mils DFT.
  5. Gray primer is to be applied at walls receiving PT-6 “Orient Express”.
- B. High-Performance Architectural Latex (Semigloss): MPI #141 (Gloss Level 5) for equipment pads, domestic cold and hot water piping, fuel piping, engine air piping, expansion tanks and fire standpipes – **Two finish coats over a primer.**
  1. VOC Content: E Range of E3.
  2. Environmental Performance Rating: EPR 6.
  3. PPG Pitt-Tech Plus #4216 HP.
- C. Professional Grade Zero-VOC Interior Latex (Flat) – **Two finish coats over a primer.**
  1. VOC Content: 0 g/L (0 lbs./gal.)
  2. Primer: PPG #17-921 Series Seal Grip Interior/Exterior Universal Acrylic Primer/Sealer @ 1.6 mils DFT.
  3. First Coat: PPG SPEEDHIDE Zero Interior Zero-VOC Latex Flat 6-4110XI @ 1.3 mils DFT.
  4. Topcoat Coat: PPG SPEEDHIDE Zero Interior Zero-VOC Latex Flat 6-4110XI @ 1.3 mils DFT.

## 2.7 EPOXY

- A. Water-Borne Acrylic Epoxy – **Two finish coats over a primer.**
  1. Primer: PPG #17-921 Series Seal Grip Interior/Exterior Acrylic Universal Acrylic Primer/Sealer @ 1.6 mils DFT.
  2. First coat: PPG Pitt-Glaze WB1 Interior Eggshell Pre-Catalyzed Water-Borne Acrylic Epoxy 16-310 Series @1.5 mils DFT.
  3. Topcoat: PPG Pitt-Glaze WB1 Interior Eggshell Pre-Catalyzed Water-Borne Acrylic Epoxy 16-310 Series @ 1.5 mils DFT.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine conditions for compliance with requirements affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with electronic moisture meter:
  - 1. Concrete (if applicable): 12 percent.
  - 2. Wood: 15 percent.
  - 3. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including compatibility with existing finishes and primers.
- D. Begin coating only after unsatisfactory conditions are corrected and surfaces are dry. Start of painting shall be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

#### 3.2 GENERAL: PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware and hardware accessories, interior signage, plates, machined surfaces, lighting fixtures, adhesives, adhesive tape, nails, screws, brackets, hangers, and similar items already installed that are not to be painted; or if removal is impractical because of size or weight of the item, protect before surface preparation and painting.
  - 1. After completing painting, use workers skilled in trades involved to reinstall items that were removed. Remove surface-applied protection, if any.
- C. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- D. Cleaning: Clean substrates of substances that could impair paint bond.
  - 1. Remove incompatible primers and re-prime to produce paint systems indicated.
  - 2. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- E. Gypsum Board: Begin application after finishing compound is dry and sanded.
- F. Steel: Remove rust and mill scale; clean as recommended in writing by paint manufacturer.
- G. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, rust and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
  - 1. Existing painting steel surfaces shall be cleaned as recommended by the paint system manufacturer and according to requirements of SSPC specification SSPC-SP 3 (Power Tool Cleaning).



2. Touch-up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch-up with the same primer as the shop coat.
- H. Surface preparation of Concrete Masonry Units (CMU pre-painted):
1. Surface must be clean, dry and free from dust, dirt, chalk, mildew, loose and marginally adhering paint, oil, grease, wax and any other contamination.
  2. Patch and caulk any voids or cracks using the appropriate compound.
  3. If the surface is glossy, sand to dull the finish and remove sanding dusts.
  4. Following scraping of loose and peeling paint, remove any remaining contaminants from the exposed bare surface.
  5. Spot prime any bare CMU prior to full primer application.
  6. Follow any additional surface preparation guidelines as directed by the manufacturer.

Primer: PPG Industries, Inc.

Apply one coat of: #17-921 Series Seal Grip Interior Exterior Universal Acrylic Primer @ 1.6 mils DFT.

First Coat: PPG Industries, Inc.

Apply one coat of: 6-610XI Series SPEEDHIDE Exterior 100% Acrylic Flat @ 1.5 mils DFT.

Topcoat: PPG Industries, Inc.

Apply one coat of: 6-610XI Series SPEEDHIDE Exterior 100% Acrylic Flat @ 1.5 mils DFT

- I. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- J. Surface preparation of previously painted surfaces:
1. Paint only clean, dry surfaces.
  2. Remove all surface contaminants to include mold, mildew, dirt, dust, oil, grease, mill scale, wax, chalk or oxidation, efflorescence, rust, mortar, and any other foreign matter or contaminants existing on the surface.
  3. Scrape or use appropriate methods to remove all loose, peeling, flaking, or marginally adhering paint from the surface.
  4. Remove incompatible primers and re-prime to produce paint systems indicated.
  5. Feather sand edges as necessary.
  6. Repair or replace caulking where needed.
  7. After cleaning, glossy surfaces shall be dulled by sanding.
  8. Remove all sanding dust from the surface after sanding has taken place.
  9. Prepare bare areas as new surfaces, and spot prime or fill those bare areas with the appropriate primer or filler.
  10. Patch or repair any cracks or voids with the appropriate patching compound and sand smooth as necessary. Patch existing nail holes and other imperfections.
  11. Spot prime any patched areas with the appropriate primer prior to finishing. If after cleaning chalky surfaces chalk residue is still present, prime the entire surface with the proper bonding primer to ensure good adhesion of the topcoat to the substrate.
  12. Follow any additional surface preparation guidelines on technical data sheets.

Primer: Previously painted walls, including but not limited to those previously painted with aged alkyd paint - PPG Paints

Apply one coat of PPG #17-921 Series Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer @ 1.6 mils DFT.

First coat: PPG Paints

Apply one coat of 6-4310XI Series SPEEDHIDE Zero-Interior Zero-VOC Latex Eggshell Finish @ 1.5 mils DFT.

Topcoat: PPG Paints

Apply one coat of 6-4310XI Series SPEEDHIDE Zero-Interior Zero-VOC Latex Eggshell Finish @ 1.5 mils DFT.

- K. Surface preparation of previously painted gypsum drywall or plaster (ceilings):
1. Surface must be clean, dry and free from dirt, loose paint, oil, grease, wax, chalk, efflorescence, mold, mildew, dust, and any other contamination.
  2. Any damaged areas shall be repaired prior to priming and painting. Patch or repair any cracks or voids with the appropriate patching compound and sand smooth as necessary. Patch existing nail holes and other imperfections.
  3. If glossy, painted surfaces shall be sanded to dull existing gloss
  4. If sanding has occurred, remove all sanding dust from surface.
  5. Any bare areas or patched areas shall be spot primed prior to full priming.
  6. Follow any additional surface preparation guidelines on technical data sheets.

Primer: (if previously painted with aged alkyd paint) - PPG Paints

Apply one coat of PPG #17-921 Series Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer @ 1.6 mils DFT.

First coat: PPG Paints

Apply one coat of 6-4110XI Series SPEEDHIDE Zero-Interior Zero-VOC Latex Flat Finish @ 1.3 mils DFT.

Topcoat: PPG Paints

Apply one coat of 6-4110XI Series SPEEDHIDE Zero-Interior Zero-VOC Latex Flat Finish @ 1.3 mils DFT.

### 3.2 APPLICATION

- A. General: Apply paints per manufacturer's written instructions.
1. Paint colors, surface treatments and finishes are as indicated on the Finish Schedule.
  2. Use applicators and techniques suited for paint and substrate indicated.
  3. Paint surfaces behind movable equipment same as similar exposed surface. Before final installation, paint surface behind permanently fixed equipment with prime coat only.
  4. Paint front and backsides of access panels and similar hinged items to match surface.
  5. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

6. Provide finish coats that are compatible with primers used.
- B. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- C. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- D. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
  1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
  3. Use only thinners approved by the paint manufacturer and only within recommended limits.
  4. Combine paint of the same color from multiple containers to ensure constant color consistency from one batch to the next.
- E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- G. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable. Cut in sharp lines and color breaks.
- H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration.
  1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured, as recommended by manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
  2. If undercoats, stains or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
  3. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under

moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

### 3.3 CLEANING AND PROTECTION

- A. At end of workday, remove rubbish, cans, rags, and other discarded materials from Project site. Protect work of other trades against damage from paint application; correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave undamaged.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work. At completion of activities of other trades, touch up and restore damaged or defaced surfaces.
- C. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

END OF SECTION 09 9123