Project Manual

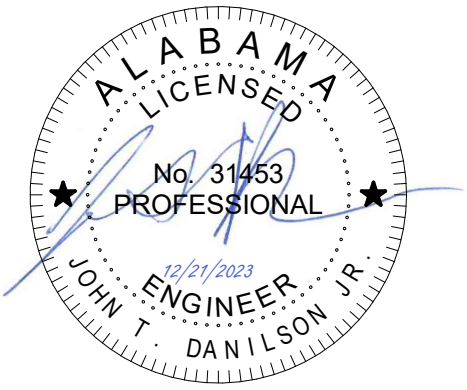
Alabama A&M University

Tailgate Electrical

Architect's Project Number 23395

Alabama DCM Number Unassigned

December 20, 2023



Nola | VanPeursem Architects, PC • 301 Jefferson Street • Huntsville, AL 35801

SECTION 00 01 01

TITLE PAGE

PROJECT MANUAL FOR:

PROJECT:	Tailgate Electrical
RELEASE DATE:	December 20, 2023
ARCHITECT'S PROJECT NUMBER:	23395
ALABAMA DCM NUMBER:	Unassigned
OWNER:	Alabama A&M University Normal, Alabama
ARCHITECT:	Nola | VanPeursem Architects, PC 301 Jefferson Street Huntsville, Alabama 35801 (256) 533-6617 Phone
ELECTRICAL ENGINEER	Rocket MEP P.O. Box 127 Gurley, Alabama 35748 (256) 203-6373 Phone

END OF SECTION

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BID DOCUMENTS AND FORMS

PART 1 GENERAL

1.01 DOCUMENTS

A. Advertisement for Bids - DCM Form C-1.

B. Instructions to Bidders - DCM Form C-2.

C. Supplement A Instructions to Bidders.

D. Proposal Form - DCM Form C-3.

E. Accounting of Sales Tax - DCM Form C-3A-Sales Tax.

F. Bid Bond - DCM Form C-4.

1.02 DOCUMENT AVAILABILITY

A. A copy of the documents and forms noted above is attached hereto, as provided by the Alabama Department of Finance, Real Property Management. For the updated revison of each form go to https://dcm.alabama.gov/forms.aspx

B. Additional copies may be obtained from the office of the Alabama Department of Finance, Real Property Management, 770 Washington Avenue, Suite 470, Montgomery, Alabama 36104, phone (334) 242-4082 or www.realproperty.alabama.gov

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Form C-1
August 2021

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by Alabama A&M University in Normal, AL at Alabama A&M University, University Service Building, Facilities Conference Room, 453 Buchanan Way, Normal, Alabama 35762, until 2:00 p.m. CST January 16, 2024 for

ALABAMA A&M UNIVERSITY
Tailgate Electrical

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 examined at the office of Nola | VanPeursem Architects, PC. 301 Jefferson Street, Huntsville, Alabama 35801; Phone (256) 533-6617, after December 21, 2023.

Bid Documents may be obtained from the Architect upon deposit of $100.00 per set, which will be refunded in full on the first 2 sets issued to each general contract bidder submitting a bona fide bid, upon return of documents in good condition within ten days of bid date. Other sets for general contractors, and sets for subcontractors and dealers, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling, and distribution.

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. Alabama A&M University encourages minority owned business participation in the bid process. 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)

Nola | VanPeursem Architects, PC
(Architect)

Advertisement to run:
Wednesday, December 20, 2023
Wednesday, December 27, 2023
Wednesday, January 3, 2024

INSTRUCTIONS TO BIDDERS

CONTENTS

1. BID DOCUMENTS:

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

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

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

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

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

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

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

4. PREFERENCE to RESIDENT CONTRACTORS:
(If this project is federally funded in whole or in part, this Article shall not apply.)

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS:

a. The identification of any product, material, system, item of equipment, or service in the Bid Documents by reference to a trade name, manufacturer's name, model number, etc. (hereinafter referred to as "source"), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions of paragraph "d" below apply.

b. When the Bid Documents identify only one or two sources, or three or more sources followed by "or approved equal" or similar wording, the bidder's proposal may be based on a source not identified but considered by the bidder to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the Architect. If the bidder elects to bid on a substitution without "Pre-bid Approval" as described below, then it will be understood that proof of compliance with specified requirements is the exclusive responsibility of the bidder.

c. When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source as described below. Under these conditions it will be expressly understood that no product, material, system, item of equipment, or service that is not identified in the Bid Documents or granted "Pre-Bid Approval" will be incorporated into the Work unless such substitution is authorized and agreed upon through a Contract Change Order.

d. If the Bid Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the bidder's proposal must be based upon the identified sole source.

e. Procedures for "Pre-bid Approval". If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the Bid Documents be approved as an acceptable source, application for the approval of such source must reach the hands of the Architect at least ten days prior to the date set for the opening of bids. At the Architect's discretion, this ten day provision may be waived. The application for approval of a proposed source must be accompanied by technical data which the applicant desires to submit in support of the application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed source with previous users, evidence of reputation of the source for prompt delivery, evidence of reputation of the source for efficiency in servicing its products, or any other pertinent written information. The application to the Architect for approval of a proposed source must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bid Documents. The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the Bid Documents. Approval, if granted, shall not be effective until published by the Architect in an addendum to the Bid Documents.

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

(1) Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted. A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form.

(2) All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

(3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:

- **(a)** the legal name of the bidder,
- **(b)** the state under which laws the bidder's business is organized and existing,
- **(c)** the city (and state) in which the bidder has its principal offices,
- **(d)** the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
- **(e)** the partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.

(4) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.

(5) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.

(6) In the space provided in the Proposal Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.

(7) The Proposal Form shall be properly signed by the bidder. If the bidder is:

- **(a)** **an individual**, that individual or his or her "authorized representative" must sign the Proposal Form;
- **(b)** **a partnership,** the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
- **(c)** **a corporation,** the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Proposal Form.

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

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

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

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

c. Bid Guaranty

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

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

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

d. Delivery of Bids:

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

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

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

9. WITHDRAWAL or REVISION of BIDS:

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

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

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

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

10. OPENING of BIDS:

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

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

11. INCOMPLETE and IRREGULAR BIDS:

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

12. BID ERRORS:

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

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

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

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

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

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

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

13. DISQUALIFICATION of BIDDERS:

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

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

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

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

14. CONSIDERATION of BIDS:

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

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

15. DETERMINATION of LOW BIDDER by USE of ALTERNATES:

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

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

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

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

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

16. UNIT PRICES:

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

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

17. AWARD of CONTRACT:

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

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

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

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

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

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

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

END of INSTRUCTIONS TO BIDDERS

SUPPLEMENT A TO THE INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 PURPOSE

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PROPOSAL FORM

To: _____ Date: _____
(Awarding Authority)

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

_____
(Legal Name of Bidder)

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

_____

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

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

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

_____

_____

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Bid Bond, executed by _____ as Surety,

☐ a cashier's check on the _____ Bank of _____,

for the sum of _____

Dollars ($ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

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

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

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

Legal Name of Bidder _____

Mailing Address _____

* **By (Legal Signature)** _____

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

Telephone Number _____

Email Address _____

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

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

ACCOUNTING OF SALES TAX
Attachment to DCM Form C-3: Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

_____

SALES TAX ACCOUNTING

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

ESTIMATED SALES TAX AMOUNT

BASE BID: $_____

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

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

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

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

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

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

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

Legal Name of Bidder _____

Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ *(Seal)*

*Title _____

Telephone Number _____

Email Address _____

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

Do not staple this form; use clips.

DCM Form C-4
August 2021

BID BOND

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

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

The **OWNER** (*Entity name and address*)
Name:
Address:

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

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

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

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

(a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or

(b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

_____

PRINCIPAL:

_____

By _____

_____
Name and Title

SURETY:

ATTEST:

_____

_____

By_____

_____
Name and Title

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

SECTION 00 22 00

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 SUPPLEMENTS

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

1.02 TIME

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

1.03 INSTRUCTIONS

A. All sealed bids will be received by 2:00 p.m. CST on January 16, 2024 at which time each bidder must submit a sealed envelope properly titled containing the Proposal form, the Bid Bond, and Accounting of Sales Tax - DCM Form C-3A form, and Affidavit A. Upon receipt of these documents the bids will be publicly opened and read aloud. Affidavit C is to be hand delivered or emailed to the Architect within 24 hours after receipt of bids. No changes to the base bid will be allowed after 2:00 p.m.

B. Bids will be opened at the Alabama A&M University, University Service Building, Facilities Conference Room, 453 Buchanan Way, Normal, Alabama 35762.

C. Any parties other than General Contractors may obtain contract documents by depositing $100.00 to Nola | VanPeursem Architects, PC for each set obtained. On return of such documents in good condition within 10 days after the bid opening, the cost of reproduction and postage and mailing will be deducted from the deposit and the balance will be refunded. No refund will be made if plans are not returned in good condition.

D. General Contractors who submit a bona fide bid will be refunded in full on the first two (2) sets issued, upon return of documents in good condition within ten days of bid date. Additional sets may be obtained under the conditions stated in the above Item C.

E. Alabama A&M University has requested that bidders make a good faith effort at Disadvantaged Business Enterprises (DBE) and Minority Owned Business participation. Affidavits A & Affidavit C are attached. Affidavit A is to be included with the bid. Affidavit C is to be provided within 24 hours of the bid. A list of DBE and Minority Owned businesses is available at:
https://cpmsapps2.dot.state.al.us/alucp/default.aspx#view=search

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 22 00A

APPENDIX A

OWNER'S SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - DBE/MINORITY

CONSTRUCTION CONTRACTS GOAL
FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Alabama A & M University is committed to providing equal opportunities for participation in all aspects of the Alabama A & M University construction program. Alabama A & M University prohibits discrimination against any person or business in the pursuit of these opportunities on the basis of race, color, gender, religion, handicap, or national origin, and will make every effort to conduct its contracting and purchasing program so as to prevent any discrimination. Alabama A &M University actively seeks to identify qualified minority, handicapped, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increases competition and ensure the proper and diligent use of public funds.

Alabama A & M University has adopted a goal for participation by disadvantaged business enterprises in construction projects based on the availability of DBE/MINORITY firms for the type of construction trade on that project and the percent of total contract value. The President and his staff shall establish appropriate guidelines and procedures.

OBJECTIVES/STATEMENTS

A. Definitions

1.) Bidder/Participant- Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

2.) Contract- A mutual binding legal document which defines a business relationship or any modification at the level of performance which obligates the seller to furnish supplies, equipment, materials, services, or knowledge in performing construction.

3.) Contractors- Any person, firm, partnership, corporation, association, or joint venture awarded a construction contract with Alabama A & M University or has contracted with the Owner to perform construction work or repair.

4.) Discrimination- To distinguish, differentiate, separate, or segregate solely on the basis of age, race, religion, color, sex, national origin, handicap, or veteran's status.

5.) Equipment- Includes materials, supplies, commodities, apparatus.

6.) Goal- An objective, expressed numerically to evaluate the type and amount of public contract awards and performance of disadvantage-owned business enterprises.

7.) Good Faith Effort- An activity performed by Bidders to assure the participation of DBE/MINORITY contracts covered under this plan.

8.) Joint Venture- A legal merger of two or more separately owned businesses/firms for

the purpose of submitting a single bid, to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills, or knowledge.

9.) Disadvantaged Business Enterprises (DBE/MINORITY)- A business enterprise owned and controlled at a minimum of 51% by one or more members of a group defined as a minority or women. A business certified as a DBE/MINORITY will show evidence of ownership and management interests and the daily business operations are real and continuing not created solely to meet the DBE/MINORITY requirements. Each firm will be certified by the Transportation Office on Alabama A&M University.

10.) Owner- Alabama A & M University

11.) Subcontractor- A firm under contract with the prime contractor for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as a part of this program.

12.) Socially and economically disadvantaged individual- means the same as defined in 15 U.S.C 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business are who are not socially disadvantaged".

13.) Verifiable Goal

a. For purpose of separate prime contract system, that the awarding authority has adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of DBE/MINORITY s for participation in contracts awarded;

b. For purpose of separate prime contract system, that the awarding authority had adopted written guidelines specifying the actions that the prime Contractor must take to ensure a good faith effort in the recruitment and selection of DBE/MINORITY s for participation in contract awarded; and

c. The required actions must be documented in writing by the prime contractors to the Owner.

B. Owner's Duties

1. Identification/Certification of Disadvantaged Business Enterprises (DBE/MINORITY).

a. The University shall affirmatively seek out and gain knowledge of minority and women owned business enterprises in the construction trades.

b. The University shall assist in certifying the eligibility of DBE/MINORITYs and joint venture involving DBE/MINORITY firms.

c. The University will maintain a list of firms certified as DBE/MINORITY.

d. The University will attend the scheduled pre-bid conference.

e. At least 7 days prior to the scheduled day of bid opening, notify DBE/MINORITYs that have requested notices from the University, of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

1. A description of the work for which the bid is being solicited.
2. The date, time, and location where bids are to be submitted.
3. The name of the individual within the owner's organization who will be available to answer questions about the project.

4. Where bid documents may be reviewed.
5. Any special requirements that may exist.

f. Utilize other media; as appropriate, likely to inform potential DBE/MINORITYs of the bid being sought.

g. Maintain documentation of any contracts, correspondence, or conversation with DBE/MINORITYs made in an attempt to meet the goals.

h. Evaluate documentation to determine food faith effort has been achieved for DBE/MINORITY utilization prior to recommendation of award.

i. Review prime contractors' pay applications for compliance with DBE/MINORITY utilization commitments prior to payment.

C. DBE/MINORITY SUBCONTRACT GOALS:

The goals for participation by DBE/MINORITY firms as subcontractors on this project is set for each project based on percentage of each construction trade in project and availability of DBE/MINORITY firms.

If bidder has not met the percent goal, the bidder must identify on its bid, the DBE/MINORITY s that will be utilized on the project with corresponding total dollar value of the bid. Affidavits A and C listing good faith efforts must be included with the bid.

If bidder has met the percent goal, the bidder must provide Affidavit B within 72 hours of the bid.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

D. Communications with DBE/MINORITY

The University shall provide information to DBE/MINORITY firms about the University's construction program. This shall be accomplished by:

1. Upon request, sending a notice to each DBE/MINORITY engaged in University construction that is advertised for bids;
2. Ensuring that prospective DBE/MINORITY bidders and subcontractors have access to bidding documents; and
3. Furnishing DBE/MINORITY subcontractors with the name of the prospective Bidders on a project; upon request, and providing Bidders with the University's list of known DBE/MINORITY firms,

E. Designer

The designer will:

1. Attend the scheduled pre-bid conference to assist in the explanation of DBE/MINORITY requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective DBE/MINORITY prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contracts, correspondence, or conversation with DBE/MINORITY firms made in an attempt to meet the goals.

4. Review jointly with the owner, all requirements of these guidelines – (i.e. bidders' proposals for identification of the DBE/MINORITY 's that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) – prior to recommendation of award.
5. Make documentation showing evidence of implementation of Designer's responsibilities available for review by Owner, upon request.

F. Anticpated Assurances from Contractors

1. Upon adoption of its verifiable goal, the University is expected to require Bidders on its projects to provide assurances in writing that they will make a good faith effort to solicit DBE/MINORITY s as subcontractors should they be awarded the construction contract. The successful Bidder shall provide the following information to the University and any other information requested in the attached forms:
   a. The names and addresses of DBE/MINORITY s that will participate in the contract and the names of firms contacted that are not participating; (AFFIDAVIT C)
   b. A description of the work each named DBE/MINORITY will perform; (AFFIDAVIT C)
   c. The dollar amount of participation by each DBE/MINORITY (AFFIDAVIT C); and
   d. Copies of any advertisements or correspondence the Bidder has used to attract DBE/MINORITY subcontractors.
2. A contractor's good faith effort to involve DBE/MINORITY firms in the project can be demonstrated by using, among other factors, the following:
   a. Contacted DBE/MINORITY s that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State, local government, or University maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
   b. Made the construction plans, specifications and requirements available for review by prospective DBE/MINORITY 's, or providing these documents to them at least 7 days before the bids are due.
   c. Broken down or combined elements of work into economically feasible units to facilitate DBE/MINORITY participation.
   d. Worked with minority trade, community, or contractor organizations identified by the University office of Transportation which provide assistance in recruitment of minority businesses.
   e. Attended pre-bid meetings scheduled by the owner.
   f. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
   g. Negotiated in good faith with interested DBE/MINORITY s and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a DBE/MINORITY based on lack of qualification should have the reasons documented in writing.
   h. Provided assistance to an otherwise qualified DBE/MINORITY in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters in obtaining the same unit pricing with the bidder's suppliers in order to help DBE/MINORITY in establishing credit.
   i. Negotiated joint venture and partnership arrangements with DBE/MINORITY in order to increase opportunities for DBE/MINORITY participation on a public construction or repair project when possible.
   j. Provided quick pay agreements and policies to enable DBE/MINORITY contractors and suppliers to meet cash-flow demands.

G. DBE/MINORITY Responsibilities

a. DBE/MINORITYs should make every effort to establish contacts and relationships with Contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals

b. DBE/MINORITYs should also document all contacts and communications made with Contractors above so as to be able to assist the Grievance Designee in determining whether a complaint lodged by a DBE/MINORITY firm against a Bidder for failure to use good faith effort is valid.

c. In addition, DBE/MINORITYs who are contacted by the Owner or Bidders should respond promptly whether or not they wish to submit a bid.

d. DBE/MINORITYs are urged to take advantage of appropriate technical assistance and training when it is available.

H. Penalties for Contractor Noncompliance

1.

I. Criteria for Certification of Disadvantaged Business Enterprises

1. A Disadvantaged Business Enterprise (DBE/MINORITY) is a business, which is at least 51%, owned and controlled by minority group members or women. A DBE/MINORITY is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the DBE/MINORITY requirement. In addition, the DBE/MINORITY must itself perform satisfactory work or services or provide supplies under the contract and not act as a mere conduit.

2. The term "minority" means a person who is a citizen or lawful permanent resident of the United States and who are;

   a. African-American, that is, a person having origins in any of the original racial groups in Africa.

   b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South Central America, or the Caribbean Island, regardless of race.

   c. Native-American. that is, persons having origins in any of the original peoples of North America.

   d. Asian-American, that is, persons having origin in any of the countries of the Far East, Southeast Asia, or the Indian areas; or

   e. Female.

   f. Socially and economically disadvantaged individual-means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities." "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged".

3. The term "owned and controlled" means a business, which is a : 1) Sole proprietorship legitimately owned by a person who is a minority or female; 2) a partnership or joint venture controlled by minorities and/or women, and in which at least 51% of the beneficial ownership interests legitimately are held by minorities

and/or women; 3) a corporation or other entity controlled by minorities and/or females, and in which at least 51% of the voting stock or interested 51% of the beneficial ownership interest are legitimately held by minorities and/or females. In addition, these persons must control the management and operations of the business on a day to day basis.

4. The President shall appoint a DBE/MINORITY certification Review Committee to resolve any and all disputes concerning a business' eligibility for certification as a DBE/MINORITY. The Committee shall include at least one member from the Transportation Office, one member from the Purchasing Office, one member from the Facilities Office and the University Attorney.

J. Grievance Procedures.

1. The grievance shall first be discussed with the responsible operating department. If the grievance is not resolved, exercise item #2.
2. The grievance (complaint) must be reported in writing, a brief description and supporting documentation and evidence to the President's designee.
3. The President's designee will review the basis and the issue(s) of the complaint and may request additional supporting evidence. A response to the grievance will be completed within fifteen (15) working days unless circumstances mandate otherwise. Parties involved will be notified of any and all delays in processing the grievance.
4. Any participant not satisfied with the decision of the President's designee may avail himself/herself or any remedies available under the Federal, State and Local law.

To that end, DBE/MINORITY disputes arising under these guidelines should be resolved.

AFFIDAVIT A – ALABAMA A&M UNIVERSITY

Name of Bidder_____

I have made a good faith effort to comply under the following areas circled:
(a minimum of 5 areas must be checked in order to have achieved a "good faith effort")

1. Contacted DBE / minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
2. Made the construction plans, specifications and requirements available for review by prospective DBE / minority businesses, or providing these documents to them at least 10 days before the bids are due.
3. Broken down or combined elements of work into economically feasible units to facilitate DBE / minority participation.
4. Worked with DBE / minority trade, community, or contractor organizations.
5. Attended prebid meetings scheduled by the owner.
6. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
7. Negotiated In good faith with interested DBE / minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a DBE / minority business based on lack of qualification should have the reasons documented in writing.
8. Provided assistance to an otherwise qualified DBE / minority business In need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted DBE / minority businesses in obtaining the same unit pricing with the bidder's supplies in order to help DBE / minority businesses in establishing credit.
9. Negotiated joint venture and partnership arrangements with DBE / minority businesses in order to increase opportunities for DBE / minority business participation on a public construction or repair project when possible.
10. Provided quick pay agreements and policies to enable DBE / minority contractors and suppliers to meet cash-flow demands.

The undersigned will enter into a formal agreement with the firms listed In Affidavit C conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the DBE / minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____

Name of Authorized Officer: _____

Signature: _____

Title:_____

State of Alabama, County of_____

Subscribed and sworn to before me this

_____day of

_____20__

Notary Public _____

My commission expires _____

AFFIDAVIT B -ALABAMA A&M UNIVERSITY

Portion of the work to be performed by DBE / firms

***** (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)******

If the portion of the work to be executed by DBE/MINORITY businesses is equal to or greater than _____% of the bidder's total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of_____I do hereby certify that
(Name of bidder) on the

_____
(Project Name)

Amount of Bid $_____

I will expend a minimum of_____% of the total dollar amount of the contract with DBE/MINORITY contractors. DBE/MINORITY contractors will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below:

NAME AND PHONE NUMBER	WORK DESCRIPTION	DOLLAR VALUE
1. _____	_____	_____
2._____	_____	_____
3._____	_____	_____
4._____	_____	_____
5._____	_____	_____
6.	_____	_____

Note: Attach additional sheets if required.

AFFIDAVIT B – ALABAMA A&M UNIVERSITY

The undersigned will enter into a formal agreement with DBE/MINORITY firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:____ Name of Authorized Officer:_____

Signature:_____

Title:_____

State of Alabama; County of _____

Subscribed and sworn to before me this ____day of _____20__

Notary Public_____

My commission expires;_____

Good Faith Efforts

If the goal of participation by DBE/MINORITY business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of:_____

(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

	NAME AND PHONE NUMBER	WORK DESCRIPTION	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation Include, but are not limited to, the following evidence:

1. Copies of solicitations for quotes to at least three (3) DBE/MINORITY business firms from the source list provided by the University for each subcontract to be let under this contract (If 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be sub-contracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

2. Copies of quotes or responses received from each firm responding to the solicitation.

3. A telephone log of follow-up calls to each firm sent a solicitation.

4. For subcontracts where a DBE/MINORITY business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

5. Documentation of any contacts or correspondence to DBE/MINORITY business, community, or contractor organizations in an attempt to meet the goal.

6. Copy of pre-bid roster.

7. Letter documenting efforts to provide assistance in obtaining required bonding or Insurance for DBE/MINORITY business.

8. Letter detailing reasons for rejection of DBE/MINORITY business due to lack of qualification.

9. Letter documenting proposed assistance offered to DBE/MINORITY business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed In these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date:____ Name of Authorized Officer:_____

Signature:_____

Title:_____

State of Alabama; County of _____

Subscribed and sworn to before me this ____day of _____20__

Notary Public_____

My commission expires;_____

SECTION 00 50 00

CONSTRUCTION DOCUMENTS AND FORMS

PART 1 GENERAL

1.01 DOCUMENTS

A. Construction Contract - DCM Form C-5.

B. Checklist for Preparation and Approval of Construction Contracts and Bonds - DCM Form B-7.

C. Certification of Compliance with Section Nine of ACT 2011-535

D. Performance Bond - DCM Form C-6.

E. Payment Bond - DCM Form C-7.

F. General Conditions of the Contract - DCM Form C-8.

G. Supplementary Conditions of the Contract.
   1. Permit Fee & Permit Re-Inspection Fee Calculation Worksheet.
   2. Appendix A.
   3. Appendix B.
   4. Appendix C.

H. Application and Certificate for Payment, DCM Form C-10.

I. Inventory of Stored Materials, DCM Form C-10SM.

J. Schedule of Values, DCM Form C-10SOV,.

K. Final Payment Checklist, DCM Form B-13.

L. Progress Schedule and Report - DCM Form C-11.

M. Contract Change Order, DCM Form C-12.

N. Change Order Justification, DCM Form B-11.

O. Change Order Checklist, DCM Form B-12.

P. Certificate of Substantial Completion, DCM Form C-13A.

Q. Form of Advertisement of Completion, DCM Form C-14.

R. Detail of Project Sign, DCM Form C-15.

S. Contractor's Affidavit of Paymnet of Debts & Claims, DCM Form C-18.

T. Contractor's Affidavit for Relese of Liens, DCM Form C-19.

U. Consent of Surety to Final Payment, DCM Form C-20.

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

W. State of Alabama Disclosure Statement.

1.02 DOCUMENT AVAILABILITY

A. A copy of the documents and forms noted above is attached hereto, as provided by the Alabama Department of Finance, Real Property Management. For the updated revision of each form go to https://dcm.alabama.gov/forms.aspx

B. Additional copies may be obtained from the office of the Alabama Department of Finance, Real Property Management, 770 Washington Avenue, Suite 444, Montgomery, Alabama 36104, phone (334) 242-4082 or www.realproperty.alabama.gov

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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

DCM (BC) Project No.

CONSTRUCTION CONTRACT

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

(2) This Construction Contract is entered into this day of in the year of

(3) between the **OWNER,**
Entity Name:
Address:
Email & Phone #:

(4) and the **CONTRACTOR,**
Company Name:
Address:
Email & Phone #:

State of AL Accounting & Resource System (STAARS) or AL Buys Vendor No.: _____

(5) for the **WORK** of the Project, identified as:

(6) The **CONTRACT DOCUMENTS** are dated and have been amended by
(7) **ADDENDA**

(8) The **ARCHITECT** is
Firm Name:
Address:
Email & Phone #:

(9) The **CONTRACT SUM** is

Dollars ($) and is the sum of the Contractor's Base Bid for the Work and the following
(10) **BID ALTERNATE PRICES:**

(11) The **CONTRACT TIME** is ( ) calendar days.

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

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

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

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

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

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

License No.:

Classification(s):

Bid Limit:

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

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

(15)

APPROVALS

By _____ Date: _____
Governor (State Agency projects except ABRFA, AIDB & USSRC)

By _____
Secretary of State (Conservation projects only)

By _____
Add'l Agency, Title:

**ALABAMA DEPARTMENT OF FINANCE,
REAL PROPERTY MANAGEMENT (RPM),
DIVISION OF CONSTRUCTION MANAGEMENT (DCM)**

By _____
Finance Director (Finance, sub-Finance & ABRFA projects only)

By _____
RPM Director (Finance, sub-Finance & ABRFA projects only)

By _____
DCM Director (all State Agency projects)

Reviewed By _____
DCM Contract Administrator (all State Agency projects)

CONTRACTING PARTIES

_____
Contractor Company

By _____
Signature

Name & Title _____

_____
Owner Entity

By _____
Signature

Name & Title _____

Additional Owner Entity signature space if needed:

_____
Owner Entity

By _____
Signature

Name & Title _____

The Awarding Authority/Owner certifies that funds are available in the amount required for the Construction Contract.

Review/Signature flow: Architect/Engineer (prepare documents) > Contractor (review and sign) > Architect/Engineer (review) > Owner (review and sign) > RPM/DCM (review and sign) > Finance-Legal > (> Finance, Finance sub-Agencies & Alabama Building Renovation Finance Authority [ABRFA] projects then go to Finance Director [review and sign]) > Governor (review and sign) (> Conservation projects then go to Secretary of State [review and sign]) > DCM (distribute fully executed Contract to all parties along with a Notice to Proceed). Note: Transportation inserts an additional signature sheet.

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

CHECKLIST

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

CONSTRUCTION CONTRACT - DCM Form C-5 or DCM Form 9-A (PSCA Projects)

Three copies of documents with original signatures required. The numbers in the left column below correspond to numbers in the left margin of the Contract form. If the project is funded partially or fully by the Alabama Public School and College Authority (PSCA), use DCM Form 9-A instead of DCM Form C-5.

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

(15)	**SIGNATURES - APPROVING and CONTRACTING PARTIES** Signature spaces vary for different Owner types and funding sources. Download the appropriate document per Owner/funding type from www.dcm.alabama.gov/forms.aspx. Original signatures required; copies of signatures will not be accepted.

PERFORMANCE BOND, DCM Form C-6 or DCM Form 9-B (PSCA Projects), and **PAYMENT BOND, DCM Form C-7 or DCM Form 9-C** (PSCA Projects)

Before forwarding the Construction Contract and Bonds to the Owner, verify that the Surety has accurately provided all information in the spaces provided. The information should be the same on both Bonds.

(1)	**SURETY'S BOND NUMBER** should be inserted in the block provided.
(2)	**PRINCIPAL:** Contractor's name and address is to be the same as appears in the Construction Contract.
(3)	**SURETY:** The full, legal name and address of the bonding company.
(4)	**OWNER:** The Owner's name and address is to be the same as appears in the Construction Contract.
(5)	**PENAL SUM:** The Penal Sum of each Bond is to be the Contract Sum of the Construction Contract and is to be inserted in both words and figures.
(6)	The **Date** of the Construction Contract**:** The date that appears on the Construction Contract.
(7)	The **PROJECT:** The same name or description as appears in the Construction Contract.
(8)	**DATE:** After "SIGNED AND SEALED" is to appear the date upon which Contractor and Surety sign the Bond. **THIS DATE CANNOT PRECEDE THE DATE OF THE CONSTRUCTION CONTRACT.**
(9)	**CONTRACTOR'S SIGNATURE:** The Contractor's name must appear beneath "CONTRACTOR", under which the signature of a member or officer of the firm must appear with the name and title of the signing party appearing LEGIBLY beneath the signature.
(10)	**SURETY'S SIGNATURE:** The full, legal name of the bonding company must appear under "SURETY", under which the signature of an individual having power of attorney for the bonding company must appear with the individual's name and title appearing LEGIBLY beneath the signature.
(11)	**ATTACHED POWER OF ATTORNEY:** Clipped to each copy of the Bonds must be a Power of Attorney, signed by an officer of the bonding company, for the individual signing the bond on behalf of the bonding company. **The date of the Power of Attorney** must **not precede the date of the bond.**

ATTACHMENTS

The following documents must be attached to each of the three (3) Construction Contract copies:

- Insurance Certificate (attach copy): It is the responsibility of the design professional to ensure all insurance requirements are discussed with bidders prior to a bid and that Contractor has provided the requirements to their insurance provider. Contractor must obtain all insurance coverage specified in Article 37 of the General Conditions of the Contract - required per Section 39-2-8 of the Code of Alabama.
- Performance Bond: required for contracts of $50,000.0 or more, attach original with surety's power-of-attorney original - required per Section 39-2-8 of the Code of Alabama.
- Payment Bond: required for contracts of $50,000.0 or more, attach original with surety's power-of-attorney original - required per Section 39-2-8 of the Code of Alabama.
- Certified Tabulation of Bids (attach copy): required for all projects including those with informal bids - required per Section 39-2-6 of the Code of Alabama.
- DCM Form C-3: Proposal Form (attach copy): If bid proposal was adjusted by notation on outside of envelope, also attach copy of outside of envelope including notation.
- DCM Form C-3A: Accounting of Sales Tax (attach copy): copy must be of the executed C-3A from the bid - required per Section 40-9-14.1 of the Code of Alabama.
- E-Verify Memorandum of Understanding (attach copy): entire document required - required per Section 31-13-25(b) of the Code of Alabama.
- Alabama Disclosure Statement (attach original) - required per Section 41-16-82 of the Code of Alabama.

FORWARDING CONTRACT and ATTACHMENTS

After determining that the Construction Contract (signed by the Contractor) and attachments are in order, the design professional shall forward all three (3) copies of these documents (with original signatures) to the Owner for signature. The Owner shall then forward the documents per the Review/Signature Flow instructions specified on the contract form underneath the signature block.

SUBMITTAL TO DCM:

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

Basic Contract Document Administration (CDA) Fee: This fee covers review of the Agreement Between Owner and Architect (O/A Agreement) and Construction Contract for state agency projects, ACCS projects and partially or fully PSCA-funded projects of K-12 public schools and universities and the related amendments, change orders, service invoices and pay requests. This fee does not apply to fully locally- funded K-12 public school projects or fully locally-funded university projects. The Basic CDA Fee covers review of the original submitted document and one revision. The total basic CDA fee is 1/2 of 1% of the total construction cost, due in two parts: 1/4 of 1% (.25%) of the Project Budget for administration of the O/ A Agreement. 1/4 of 1% (.25%) of the Construction Contract Amount for administration of the Construction Contract.

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

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

Fees may be paid online at www.dcm.alabama.gov or paid with a physical check. Make check payable to: "Finance - Construction Management", include the DCM (BC) Project #, if assigned, on the check and attach the CDA Fees Calculation Worksheet (also available on www.dcm.alabama.gov). Mail payment to: Finance - Construction Management, P.O. Box 301150, Montgomery, AL 36130-1150. For payments using Public School and College Authority (PSCA) funds and for state agency inter-fund transfers: contact Jennie Jones at 334-242-4808 or jennie.jones@realproperty.alabama.gov.

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

(1) # PERFORMANCE BOND

SURETY'S BOND NUMBER

Do not staple this form; use clips.

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

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

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

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

Dollars ($).

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

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

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

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

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

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:

(a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and

(b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:

(a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and

(b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:

(a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and

(b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

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

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

(a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;

(b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;

(c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;

(d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and

(f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

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

(9 & 10)

SURETY:	**CONTRACTOR as PRINCIPAL:**
_____ Company Name	_____ Company Name
By_____ Signature	By _____ Signature
_____ Name and Title	_____ Name and Title

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

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

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

(1) # PAYMENT BOND

SURETY'S BOND NUMBER

Do not staple this form; use clips.

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

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

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

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

Dollars ($).

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

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

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

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

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

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

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

(9 & 10)

SURETY:	**CONTRACTOR as PRINCIPAL:**
_____ Company Name	_____ Company Name
By_____ Signature	By _____ Signature
_____ Name and Title	_____ Name and Title

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

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

GENERAL CONDITIONS of the CONTRACT

CONTENTS

ARTICLE 1
DEFINITIONS

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

A. ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT: The Technical Staff of the Alabama Division of Construction Management.

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

C. COMMISSION: The former Alabama Building Commission, for which the Alabama Division of Construction Management has been designated by the Legislature as its successor.

D. CONTRACT: The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:

(1) Construction Contract
(2) Performance and Payment Bonds
(3) Conditions of the Contract (General, Supplemental, and other Conditions)
(4) Specifications
(5) Drawings
(6) Contract Change Orders
(7) Modifications to the Construction Contract (applicable to PSCA Projects)

E. CONTRACT SUM: The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term "Contract Sum" means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.

F. CONTRACT TIME: The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner or Director. The Date of Substantial Completion is the date established in accordance with Article 32. The term "Contract Time" means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

G. CONTRACTOR: The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

H. DCM: The Alabama Division of Construction Management.

I. DCM PROJECT INSPECTOR: The member of the Technical Staff of the Alabama Division of Construction Management to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.

J. DEFECTIVE WORK: The term "Defective Work" shall apply to: **(1)** any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, **(2)** in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, **(3) s**ubstitutions and deviations not properly submitted and approved or otherwise authorized, **(4)** temporary

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

K. DIRECTOR: The Director of the Alabama Division of Construction Management.

L. DRAWINGS: The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.

M. NOTICE TO PROCEED: A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.

N. OWNER: The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner" as used herein shall be synonymous with the term "Awarding Authority" as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.

O. THE PROJECT: The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.

P. PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.

Q. SPECIFICATIONS: The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.

R. SUBCONTRACTOR: A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term "Subcontractor" means a Subcontractor or its authorized representatives.

S. THE WORK: The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor's obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2
INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

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

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

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

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

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

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

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

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

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

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

F. SEVERABILITY.

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

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

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

A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.

B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.

C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

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

ARTICLE 5
OWNERSHIP of DRAWINGS

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

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

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

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

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

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

B. SUPERINTENDENT

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

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

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

C. EMPLOYEES

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

ARTICLE 7
REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

A. In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

B. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.

(1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

(2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

C. If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.

D. If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8
SURVEYS by CONTRACTOR

A. The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.

B. The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

ARTICLE 9
SUBMITTALS

A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.

C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.

D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:

(1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
(2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and

with the Contractor's intended Construction Methods.

E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.

F. In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.

G. If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria specified in the Contract Documents.

H. DEVIATIONS

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

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

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

I. ARCHITECT'S REVIEW and APPROVAL

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

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

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

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

B. "POSTED" SET

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

C. RECORD SET

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

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

ARTICLE 11
"AS-BUILT" DOCUMENTS

A. Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of "As-built" documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of "As-built' documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.

B. The Contractor shall use the following methods for incorporating information into the "As-built" documents:

(1) Drawings

(a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.

(b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.

(c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.

(d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.

(e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

(2) Project Manual

(a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.

(b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.

(c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the "As-built" documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12
PROGRESS SCHEDULE

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

A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using DCM Form C-11, "Sample Progress Schedule and Report", (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.

C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, it may be used in lieu of DCM Form C-11.

D. The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.

B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter

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

C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.

D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14
SAFETY and PROTECTION of PERSONS and PROPERTY

A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

B. The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:

(1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;

(2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and

(3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.

C. The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

D. The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.

E. The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.

F. If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.

G. The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.

H. The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.

I. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.

J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15
HAZARDOUS MATERIALS

A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and

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

C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.

D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.

E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16
INSPECTION of the WORK

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.

(2) The Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.

(3) The Architect will inspect the Work as a representative of the Owner. The Architect's inspections may be supplemented by inspections by the DCM Project Inspector as a representative of the Alabama Division of Construction Management.

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

B. TYPES of INSPECTIONS

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

(a) Pre-construction Conference.

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

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

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

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

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

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

C. INSPECTIONS by the ARCHITECT

(1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations as defined in Article 9 and "minor" changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.

(2) The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations and as otherwise necessary to:

(a) become generally familiar with the in-progress and completed Work and the quality of the Work,

(b) determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,

(c) visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,

(d) endeavor to guard the Owner against Defective Work,

(e) review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and

(f) keep the Owner fully informed about the Project.

(3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and DCM Project Inspector, any Defective Work recognized by the Architect.

(4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect's reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.

(5) "Inspections by the Architect" includes appropriate inspections by the Architect's consultants as dictated by their respective disciplines of design and the stage of the Contractor's operations.

D. INSPECTIONS by the DCM PROJECT INSPECTOR

(1) The DCM Project Inspector will:

(a) participate in scheduled inspections and conferences as practicable,

(b) perform periodic inspections of in-progress and completed Work to ensure code compliance of the Project and general conformance of the Work with the Contract Documents, and

(c) monitor the Contractor's progress and performance of the Work.

(2) The DCM Project Inspector shall have the authority to:

(a) reject Work that is not in compliance with the State Building Code adopted by the DCM, unless the Work is in accordance with the Contract Documents in which case the DCM Project Inspector will advise the Architect to initiate appropriate corrective action, and

(b) notify the Architect, Owner, and Contractor of Defective Work recognized by the DCM Project Inspector.

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

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

E. UNCOVERING WORK

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

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

F. SPECIFIED INSPECTIONS and TESTS

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

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

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

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

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

ARTICLE 17
CORRECTION of DEFECTIVE WORK

A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.

B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.

C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: **(1)** additional testing and inspections, including repeating Specified Inspections and Tests**, (2)** reasonable services and expenses of the Architect, and **(3)** the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18
DEDUCTIONS for UNCORRECTED WORK

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

ARTICLE 19
CHANGES in the WORK

A. GENERAL

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

authorized only by the Owner.

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

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

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

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

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

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

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

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

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

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

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

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

(a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;

(b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;

(c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;

(d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;

(e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

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

(a) with the Contractor's cost proposal stating the number of days of extension requested, or

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

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

D. CHANGE ORDER PROCEDURES

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

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

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

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

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

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

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

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

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

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

ARTICLE 20
CLAIMS for EXTRA COST or EXTRA WORK

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

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

B. The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, **(2)** that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and **(3)** an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.

C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.

D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:

(1) The cited instruction is rescinded.

(2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.

(3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

E. If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21
DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

(1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or

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

B. PROCEDURES

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

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

ARTICLE 22
CLAIMS for DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 23
DELAYS

A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.

B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;

(1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,

(2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and

(3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.

C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual

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

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

ARTICLE 24
RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

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

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

B. CONTINUANCE of PERFORMANCE

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

C. GOOD FAITH EFFORT to SETTLE

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

D FINAL RESOLUTION for STATE-FUNDED CONTRACTS

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

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

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

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

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

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

ARTICLE 25
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

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

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

A. STOPPING the WORK for CAUSE

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

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

B. SUSPENSION by the OWNER for CONVENIENCE

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

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

ARTICLE 27
OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

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

(a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;

(b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;

(c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;

(d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;

(e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or

(f) is otherwise guilty of a substantial breach of the Contract.

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

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

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

written Notice of Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. TERMINATION by the OWNER for CONVENIENCE

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

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

(a) stop Work as specified in the notice;

(b) enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;

(c) terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;

(d) take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and

(e) complete performance of the Work that is not terminated.

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

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

ARTICLE 28
CONTRACTOR'S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

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

B. NONPAYMENT

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

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

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

ARTICLE 29
PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

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

B. SCHEDULE of VALUES

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

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

C. APPLICATIONS for PAYMENTS

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

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

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

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

D. MATERIALS STORED OFF SITE

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

(1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;

(2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;

(3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate

inspection and verification of the presence of the materials or equipment by the Architect or Owner;

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

(5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

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

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

F. CONTRACTOR'S CERTIFICATION

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

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

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information

provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

B. Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:

(1) The Architect will approve and certify the Application as submitted and forward it to the Owner as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.

(2) If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.

(3) To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.

C. Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.

D. The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31
PAYMENTS WITHHELD

A. The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:

(1) Defective Work;
(2) filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
(3) the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(5) damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;

(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or

(7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.

B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.

C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.

(1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.

(2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.

D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.

E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32
SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, Owner, and Technical Staff of the Alabama Division of Construction Management.

B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items

remaining to be completed or corrected for Final Acceptance prior to final payment.

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

D. <u>CERTIFICATE of SUBSTANTIAL COMPLETION</u>

(1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Alabama Division of Construction Management.

(2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:

(a) the Work, or designated portion of the Work, is accepted by the Architect, Owner, and Alabama Division of Construction Management as being ready for occupancy,

(b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance), and

(c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

(3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.

(4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, DCM Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion. The Alabama Division of Construction Management will not sign the Certificate of Substantial Completion in the absence of the roofing guarantees.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

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

B. BEFORE SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

ARTICLE 34
FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

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

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

(2) Final Acceptance of the Work.

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

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

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

(6) Delivery by the Contractor to the Owner through the Architect of DCM Form C-18:

Contractor's Affidavit of Payment of Debts and Claims, and a Release of Claims, if any, and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.

(7) Consent of Surety to Final Payment, if any, to Contractor. This Consent of Surety is required for projects which have Payment and Performance Bonds.

(8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

(9) See Manual of Procedures Chapter 7, Section L.7 concerning reconciliation of contract time, if any.

B. FINAL ACCEPTANCE of the WORK

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

C. ADVERTISEMENT for COMPLETION

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

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

D. RELEASE of CLAIMS

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

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

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

be filed.

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

E. EFFECT of FINAL PAYMENT

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

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

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

ARTICLE 35
CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

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

B. ONE-YEAR WARRANTY

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

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial

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

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

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

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

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

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

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

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

Contractor on each of these 'Service Calls' with copies to the Architect, Owner and Division of Construction Management.

D. SPECIAL WARRANTIES

(1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

(2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

E. ASSUMPTION of GUARANTEES of OTHERS

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

ARTICLE 36
INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

B. This indemnification does not extend to the liability of the Architect, or the Architect's Consultants, agents, or employees, arising out of **(1)** the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or **(2)** the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.

C. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

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

A. GENERAL

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

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

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

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

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

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

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

B. INSURANCE COVERAGES

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

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

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

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

.1 Bodily Injury by Accident - $1,000,000 each accident

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

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

.2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY INSURANCE

(a) Commercial Umbrella or Commercial Excess 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 Umbrella or Commercial Excess Limits of:

.1 $ 5,000,000 per Occurrence

.2 $ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella or Commercial Excess Liability Insurance:

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

.2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

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

(b) The policy shall be endorsed as follows:

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

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

(ii) Partial or complete occupancy by Owner; or

(iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

Exception: projects containing only abatement and/or only demolition do not require Builder's Risk insurance, unless required by the Owner. Note: projects containing any scope of work besides abatement and/or demolition require Builder's Risk insurance.

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 or Excess Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

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

D. TERMINATION of OBLIGATION to INSURE

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

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

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

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

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall not be applicable to loss or damage that occurs after final acceptance of the Work.

ARTICLE 38
PERFORMANCE and PAYMENT BONDS

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond (P&P Bonds), DCM Forms C-6 and C-7 as contained in the Project Manual, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amount. There shall be three original P&P Bonds submitted with original signatures for each of the three contracts required. The P&P bonds must be signed either on the same day or after the construction contract date. Each P&P Bond shall have attached thereto an original power of attorney (POA) of the signing official. The POA signature date must be the same day as the P&P Bond's signature date. All signatures must be present.

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

B. PERFORMANCE BOND

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

C. PAYMENT BOND

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

D. CHANGE ORDERS

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

E. EXPIRATION

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

ARTICLE 39
ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

ARTICLE 40
CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

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

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

B. COORDINATION

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

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

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

D. MUTUAL RESPONSIBILITY

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

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the

Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

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

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

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

ARTICLE 41
SUBCONTRACTS

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

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

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

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

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors,

fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

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

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

ARTICLE 42
ARCHITECT'S STATUS

A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.

B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

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

(1) The Architect is authorized to:

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

(2) The Architect is not authorized to:

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

(b) finally approve or accept any portion of the Work without concurrence of the Owner,

(c) issue instructions contrary to the Contract Documents,

(d) issue Notice of Termination or otherwise terminate the Contract, or

(e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

(3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

E. ARCHITECT'S DECISIONS

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

ARTICLE 43
CASH ALLOWANCES

A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the

Contract Documents.

B. Unless otherwise provided in the Contract Documents:

(1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;

(2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;

(3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

C. Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44
PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

(1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

(2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

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

C. COMPENSATION for INCREASES

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

D. ALABAMA IMMIGRATION LAW

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

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

E. ALABAMA BOYCOTT LAW

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

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

F. ACCOUNTING OF SALES TAX EXEMPT PROJECTS

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

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

ARTICLE 45
ROYALTIES, PATENTS, and COPYRIGHTS

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

ARTICLE 46
USE of the SITE

A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be

permitted.

B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.

B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

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

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

B. FINAL CLEAN-UP

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

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

(a) Cleaning of all painted, enameled, stained, or baked enamel work: Removal of all marks, stains, finger prints and splatters from such surfaces.

(b) Cleaning of all glass: Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.

(c) Cleaning or polishing of all hardware: Cleaning and polishing of all hardware.

(d) Cleaning all tile, floor finish of all kinds: Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.

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

C. OWNER'S RIGHT to CLEAN-UP

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

ARTICLE 49
LIQUIDATED DAMAGES

A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.

B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.

C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

D. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and

agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50
USE of FOREIGN MATERIALS

A. In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.

B. In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.

C. If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.

D. This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

ARTICLE 51
PROJECT SIGN

A. Fully locally-funded State Agency and Public Higher Education projects: DCM Form C-15: Detail of Project Sign must be included in the project manual regardless of expected bid amount. If the awarded contract sum is $100,000.00 or more, Contractor shall furnish and erect a project sign. Other conditions besides the contract sum may warrant waiver of this requirement, but only with approval of the Technical Staff.

B. Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner; if project sign is requested by Owner, include DCM Form C-15: Detail of Project Sign in the project manual.

C. Partially or fully PSCA-funded projects: DCM Form C-15: Detail of Project Sign must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of the contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.

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

END of
GENERAL CONDITIONS of the CONTRACT

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

PART 1 GENERAL

1.01 PURPOSE

A. The changes, deletions and omissions to DCM Form C-8, General Conditions of the Contract, relate to the limited contract period of the project.

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

b. Paragraph A – Add subparagraph (1) (a) to read as follows, “Public Works Projects Bidding After October 1, 2014, the General Contractor shall secure and pay for building permit fee required under Administrative Rule 170X-8 of the Alabama Division of Construction Management. See attached Permit Fee Calculation Worksheet.”

7. Article 49 - Liquidated Damages: Add Article 49 in "Appendix B" attached hereto.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Revised December 2021

ALABAMA DEPARTMENT OF FINANCE
REAL PROPERTY MANAGEMENT
Division of Construction Management

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

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

PERMIT FEE & PERMIT RE-INSPECTION FEE CALCULATON WORKSHEET

DCM (BC) # _____ Date _____

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

_____

Owner Entity Name _____

Architect/Engineer Firm Name _____

Contractor Company Name _____

Select only ONE of the following:

☐ Basic Permit Fee. Fee is based on awarded contract sum.

☐ Permit Re-Inspection Flat Fee.

Awarded Contract Sum: _____

Email address(es) for Payment Receipt: _____

BASIC PERMIT FEE CALCULATION:

Awarded Contract Sum is less than $1,000: N/A

Awarded Contract Sum is $1,001 - $50,000:

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

Awarded Contract Sum is $50,001 - $100,000:

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

Awarded Contract Sum is $100,001 - $500,000:

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

Awarded Contract Sum is $500,001 and up:

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

PERMIT RE-INSPECTION FEE:

Flat fee of $1,500.00 per occurrence

TOTAL DUE: _____

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

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

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

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

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

The Basic Permit Fee is subject to Final Reconciliation of Fees at the end of construction.

APPENDIX A

SUPPLEMENTARY CONDITIONS OF THE CONTRACT - WEATHER DELAYS

EXTENSIONS OF CONTRACT TIME

Extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard baseline for the month.

STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

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

Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

Standard Baseline for precipitation is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
06	09	08	08	07	06	07	08	03	05	05	08

Standard Baseline for temperature is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
06	02	01	00	00	00	00	00	00	00	01	02

ADVERSE WEATHER AND WEATHER DELAY DAYS

Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

1. Precipitation (rain, snow, or ice) in excess of one-tenth (0.10”) liquid measure.

2. Temperatures which do not rise above 32 degrees F by 10:00 a.m.

3. Temperatures which do not rise above that specified by day’s construction activity by 10:00 a.m., if any is specified.

4. Sustained wind in excess of twenty-five (25) m.p.h.

5. Standing snow in excess of one inch (1.00”)

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

1. For rain days above the standard baseline.

2. Only if there is a hindrance to site access or sitework, such as excavation backfill, and footings.

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

A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day, including a weekend day or holiday.

REPORTING OF WEATHER DELAYS

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

END OF APPENDIX A

APPENDIX B

SUPPLEMENTARY CONDITIONS OF THE CONTRACT - ARTICLE 49

49. LIQUIDATED DAMAGES:

A. The Substantial Completion date of this project is critical due to owner occupancy. Delays in the completion of the work as provided for in the Contract Documents will cause undue expense and hardship for the Owner.

B. Refer to Section 01 10 00 Summary for contract time.

C. LIQUIDATED DAMAGES:

1. A charge of 6 percent per annum will be made against the General Contractor for not meeting the Date of Substantial Completion.

2. The amount of the total charges shall be deducted by the Owner from the Final estimate and shall be retained by the Owner out of moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, it being mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

D. Liquidated damages will be processed by change order to the contract price.

END OF APPENDIX B

APPENDIX C

SUPPLEMENTARY CONDITIONS OF THE CONTRACT – ARTICLE 29

29. SCHEDULE OF VALUES:

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

No.	***Divisions of Work***
1	*Bonds, Insurance & Permits*
2	*General Conditions*
3	*Allowances*
4	*Contingencies*
5	*Electrical*
6	*Phone / Data / Security*

END OF SECTION

DCM Form C-10
Revised July 2022

DCM (BC) No. _____

PSCA Projects: PSCA No. _____

Application No. _____

Date: _____

APPLICATION and CERTIFICATE for PAYMENT

Attach DCM Form C-10SOV: Schedule of Values

TO OWNER: Entity Name: Address:	PROJECT:
FROM CONTRACTOR: Company Name & Address, which must exactly match co. name & payment address spelling as registered in State of AL Accounting & Resource System (STAARS) or AL Buys to avoid rejection: STAARS or AL Buys Vendor #:	ARCHITECT / ENGINEER: Firm Name: Address:

A. Total Original Contract	$
B. Fully Executed (fully signed) Change Order(s) Numbers __ through __	+$ _____
C. Total Contract To Date	$

1. Work Completed to Date per attached Schedule of Values *(Form C-10SOV's Column F Total)*		$
2. Materials Presently Stored *(When this amount is greater than $0.00, attach Form C-10SM: Inventory of Stored Materials, or similar list)*		+$ _____
3. Total Work Completed to Date & Materials Presently Stored *(_____% of Contract To Date)*		$
4. Less Retainage *(If Total Work Completed to Date & Materials Presently Stored (#3) is less than or equal to 50% of Total Contract to Date (C), Retainage = #3 x 0.05. Once #3 exceeds 50% of C and up until project is complete, Retainage = C x 0.025. $0 is retained on final payment application, see last bullet point below Instructions.)*	Final pay app? ☐ Yes.	−$ _____
5. Total Due		$
6. Less Total Previous Payments Billed *(Must exactly match #5 Total Due from previous payment application. # 6 is $0.00 if there is no previous payment application)*		−$ _____
7. Balance Due This Estimate		$

CONTRACTOR'S CERTIFICATION

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

By: _____ Date: _____
Contractor's Signature

Name & Title _____

Sworn and subscribed before me this _____ day of _____
Day Month, Year

Seal:

_____
Notary Public's Signature

ARCHITECT'S / ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, the Architect/ Engineer certifies to the Owner that, to the best of the Architect's/ Engineer's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

By _____
Architect's / Engineer's Signature

Name & Title _____

Date _____

INSTRUCTIONS

- PSCA-funded projects, and State Agency-owned projects: Two copies of pay. app., each with original signatures and all attachments required.
- Date of first payment application cannot precede the Notice to Proceed's Begin Date.
- Pay. app. must exactly match an attached DCM Form C-10SOV: Schedule of Values.
- A change order must be fully executed before inclusion on a payment application.
- Contractor's signature date cannot precede the payment application date.
- Contractor and Notary signee dates must match.
- Progress schedules must be included with non-final payment applications.
- One payment application per month may be submitted.
- On a final payment application, the following is required for release of retainage: all change orders must be fully executed (signed by all parties and approval authorities) and included in B., the Certificate of Substantial Completion for entire work is fully executed, and all other close-out requirements per General Conditions Article 34 are completed.

APPROVAL

_____
Owner Entity

By _____
Signature

Name & Title _____

Date _____

INVENTORY OF STORED MATERIALS

DCM Form C-10SM
Revised October 2021

Project:	DCM (BC) No.:
	PSCA No, if any:
Contractor Company:	For Estimate No.:
	For Period Ending:

A	B	C	D	E
Description	**Materials Stored Last Period**	**Materials Purchased This Period (period noted above)**	**Materials Used This Period (period noted above)**	**Materials Presently Stored (B + C - D)**
TOTALS:				

Instructions :

· This Form C-10SM must be submitted as part of the payment application documentation when a Materials Presently Stored amount of anything greater than $0 is noted on line 2 of DCM Form C-10: Application and Certificate for Payment.

· Receipts must be provided as attachments to this form C-10SM for all amounts placed in Column C: Materials Purchased This Period.

· The total $ amount of this Form C-10SM's column E: Materials Presently Stored must match both Form C-10's line 2: Materials Presently Stored, and Form C-10SOV: Schedule of Values' total $ amount of Column G: Materials Presently Stored.

· The $ amounts in this current Form C-10SM's Column D: Materials Used This Period are amounts that must all be included in the current payment application's Form C-10SOV's Column E: Work Completed This Period.

· The $ amounts in this current Form C-10SM's Column E: Materials Presently Stored are the amounts that must be listed in the next payment application's Form C-10SM's Column B: Materials Stored Last Period.

SCHEDULE OF VALUES (SOV)

DCM Form C-10SOV
Revised October 2021

Project:	DCM (BC) Project Number:
	PSCA Project Number, if any:
Contractor Company:	Application Number:
	Application Date:
	Period From: / Period To:

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value (including fully executed [signed by all parties] change order amounts)	Work Completed: Work Previously Completed (Previous pay app SOV's column F. D is $0 if this SOV is for first pay app.)	Work Completed: Work Completed This Period (Period as noted above)	Total Work Completed to Date (This application SOV's D + E)	Materials Presently Stored (G total greater than $0 must match C-10SM's column E total. This SOV's G amounts are not in this SOV's D nor E amounts.)	Total Work Completed to Date & Materials Presently Stored (This SOV's F + G)	Percent of Contract Completed to Date (This SOV's H / C)	Retainage (This column's Total's cell formula calculates the applicable variable rate)
1.					$ -		$ -		Retainage Variable Rate:
2.					$ -		$ -		
3.					$ -		$ -		
4.					$ -		$ -		If Total Work Completed to Date & Materials Presently Stored (H) is less than or equal to 50% of Total Scheduled Value (C), Retainage = H x 0.05.
5.					$ -		$ -		
6.					$ -		$ -		
7.					$ -		$ -		
8.					$ -		$ -		
9.					$ -		$ -		
10.					$ -		$ -		
11.					$ -		$ -		
12.					$ -		$ -		
13.					$ -		$ -		
14.					$ -		$ -		
15.					$ -		$ -		Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025.
16.					$ -		$ -		
17.					$ -		$ -		
18.					$ -		$ -		
19.					$ -		$ -		
20.					$ -		$ -		
21.					$ -		$ -		There will be no retainage on final payment application.
22.					$ -		$ -		
23.					$ -		$ -		
24.					$ -		$ -		
25.					$ -		$ -		
	TOTALS:	$ -	$ -	$ -	$ -	$ -	$ -		$ -
This pay app SOV's column totals must match amounts in this pay app Form C-10 per the following indicated Form C-10 line #s:		C.	None	None	1.	2.	3.	3.	4.

Note: If this SOV's column G: Materials Presently Stored includes any amounts other than $0, then DCM Form C-10SM: Inventory of Stored Materials with back-up receipts must be submitted as part of the payment application documentation.

FINAL PAYMENT CHECKLIST (FPC)

To be completed by the Architect/Engineer and submitted to DCM for review; applicable only to state agencies, partially or fully PSCA-funded and other bond-funded projects (exception: Alabama Community College System (ACCS) PSCA-funded projects with Notice-To-Proceeds issued after July 31, 2021). Two copies of the FPC are required. Each copy of the FPC shall include all attachments including the Contractor's Application for Final Payment. If all PSCA funds are expended prior to Final Payment, it is not a requirement to submit the Application & Certificate for Final Payment along with the supporting documentation to DCM.

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

PROJECT:	**DCM (BC) No.** _____ **PSCA No.** _____ (If applicable)

YES	N/A	Select "YES" or "N/A" as applicable.
☐	☐	Application and Certificate for Final Payment, DCM Form C-10: Attach one copy to FPC. The application must include original signatures of all parties and include all application attachments.
☐		Certificate of Substantial Completion, DCM Form C-13: Attach one fully-executed copy to FPC.
☐		Advertisement for Completion, DCM Form C-14: Attach one copy of the affidavit of publication (including the advertisement) to the FPC.
☐	☐	Contractor's Affidavit of Payment of Debts & Claims, DCM Form C-18: Attach one copy to FPC.
☐	☐	Contractor's Affidavit of Release of Liens, if required by Owner, DCM Form C-19: Attach one copy to the FPC.
☐	☐	Consent of Surety to Final Payment, if any, To Contractor, DCM Form C-20: Consent is required for projects with P&P Bonds. Original has been delivered to Owner. Attach one copy to FPC.
☐	☐	General Contractor's Roofing Guarantee, DCM Form C-9, and Other Specified Roofing Guarantees, if any: Attached to Certificate of Substantial Completion.
☐	☐	Contractor's One-Year Warranty: Original has been delivered to the Owner. Attach one copy to the FPC.
☐	☐	Other Warranties: All other specified original warranties has been delivered to the Owner. Attach one copy to the FPC.
☐	☐	Record Documents: Specified "As-built" plans and specifications have been delivered to the Owner.
☐		O & M Manuals: Specified instructions and O&M Manuals have been delivered to the Owner.
☐	☐	Time Extension: Over-run of Contract Time has been reconciled by: ☐ Change Order ☐ Liquidated Damages ☐ Attached explanation
☐	☐	Additional Documents or Explanations which are attached:

Submitted By: _____
Architectural / Engineering Firm

_____ _____ _____
Signature | Printed Name and Title | Date

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

SAMPLE PROGRESS SCHEDULE & REPORT	CONTRACTOR (Contractor may use own form in lieu of Form C-11):	DATE OF REPORT:
DCM (BC) No.:		
PSCA projects: PSCA No.:		PROCEED DATE:
PROJECT:	ARCHITECT/ENGINEER:	PROJECTED COMPLETION DATE:

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

LEGEND: ANTICIPATED ACTIVITY ACTUAL ACTIVITY ANTICIPATED CASH FLOW ACTUAL CASH FLOW

USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.

DCM Form C-11 August 2021

CONTRACT CHANGE ORDER

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

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

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

_____.

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

Description continued from Page 1:

ORIGINAL CONTRACT SUM $ _____

NET TOTAL OF PREVIOUS CHANGE ORDERS $ _____

PREVIOUS REVISED CONTRACT SUM $ _____

This change order will ☐ increase ☐ decrease the contract sum by $ _____

REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER $ _____

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

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

APPROVALS

By _____ Date: _____
Governor (State Agency projects except ABRFA, AIDB & USSRC)

By _____
Secretary of State (Conservation projects only)

By _____
Add'l Agency, Title:

_____
Architectural/Engineering Firm

Recommended By _____
Signature

Name & Title _____

ALABAMA DEPARTMENT OF FINANCE, REAL PROPERTY MANAGEMENT (RPM), DIVISION OF CONSTRUCTION MANAGEMENT (DCM)

By _____
Finance Director (Finance, sub-Finance & ABRFA projects only)

By _____
RPM Director (Finance, sub-Finance & ABRFA projects only)

By _____
DCM Director (all State Agency projects)

Reviewed By _____
DCM Contract Administrator (all State Agency projects)

CONTRACTING PARTIES

_____
Contractor Company

By _____
Signature

Name & Title _____

_____
Owner Entity

By _____
Signature

Name & Title _____

Additional Owner Entity signature space if needed:

_____
Owner Entity

By _____
Signature

Name & Title _____

The Awarding Authority/Owner certifies that funds are available in the amount required for this Change Order.

CONSENT OF SURETY (for additive $ change orders only)

_____
Surety Company

By _____
Signature (Attach current Power of Attorney)

Name & Title _____

Review/Signature flow: Architect/Engineer (prepare documents) > Contractor (review and sign) (> Surety for additive $ changes only [sign]) > Architect/Engineer (review and sign) > Owner (review and sign) > RPM/DCM (review and sign) > Finance-Legal (> Finance, Finance sub-Agencies & Alabama Building Renovation Finance Authority [ABRFA] projects then go to Finance Director [review and sign]) > Governor (review and sign) (> Conservation projects then go to Secretary of State [review and sign]) > DCM (distribute fully executed Change Order to all parties). Note: Transportation inserts an additional signature sheet.

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

CHANGE ORDER JUSTIFICATION

Purpose and instructions on next page.
Do not staple this form and/or attachments; use clips.

Change Order No. _____

Date: _____

DCM (BC) No. _____

(A)

PROJECT NAME & LOCATION:	OWNER ENTITY NAME & ADDRESS:
CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME & ADDRESS:

(B) **DESCRIPTION OF PROPOSED CHANGE(S):** **ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)**

AMOUNT: ☐ **ADD** ☐ **DEDUCT $_____** **TIME EXTENSION: _____ CALENDAR DAYS**

(C)

ORIGINAL CONTRACT AMOUNT		PREVIOUS C.O.'s _____ THRU _____		CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER
$_____	+	$_____	=	$_____

(D) **JUSTIFICATION FOR NEED OF CHANGE(S):**

(E) **JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:**

(F) **ARCHITECT / ENGINEER'S EVALUATION OF PROPOSED COST:**

(G)

CHANGE ORDER RECOMMENDED	CHANGE ORDER JUSTIFIED AND APPROVED
_____ ARCHITECTURAL / ENGINEERING FIRM NAME	_____ LOCAL OWNER ENTITY NAME
By: _____ ARCHITECT / ENGINEER'S SIGNATURE	By: _____ OWNER'S SIGNATURE
By: _____ OWNER'S PROJECT REPRESENTATIVE'S SIGNATURE	By: _____ OWNER'S LEGAL COUNSEL'S SIGNATURE

CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

PURPOSE

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

I. Minor Changes for a monetary value less than required for competitive bidding.

II. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work.

III. Emergencies arising during the course of the work of the contract.

IV. Bid alternates provided for in the original bidding where there is no difference in price of the change order from the original best bid on the alternate.

V. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed 10% of the contract price.

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

INSTRUCTIONS

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

1. Insert the proposed Change Order Number, date of the Justification, and DCM (BC) Project Number in the spaces provided in the upper right-hand corner.

2. **Section (A):** Insert the complete name and address of the PROJECT, OWNER, CONTRACTOR, AND ARCHITECT/ENGINEER.

3. **Section (B)**: Provide a complete description of the proposed changes in work, referring to and attaching revised specifications and/or drawings as appropriate. An attachment may be used if additional space is needed, but insert the proposed amount and time extension of the change(s) in the spaces provided. **Attached a copy of the contractor's detailed cost proposal.**

4. **Section (C**): Insert the Original Contract amount, the net increase or decrease of previous Change Orders, and the Current Contract amount (preceding the currently proposed Change Order).

5. **Section (D):** Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work.

6. **Section (E)**: Explain why award of the changed work to the existing contractor instead of awarding the work under the competitive bid process is justified.

7. **Section (F)**: The design professional must state his evaluation of the reasonableness and fairness of the proposed costs based upon his review of the contractor's proposal.

8. **Section (G)**: The design professional must recommend the Change Order to the Owner by signing the document; the Owner may require such recommendation from other individuals. The Owner must sign the document indicating that they believe change order action in lieu of the competitive bid process is justified for the proposed change(s). **Review of the matter and signing of the document by the Owner's legal counsel is highly recommended. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to DCM.**

Alabama Department of Finance
Real Property Management
Division of Construction Management
770 Washington Avenue, Suite 444
Montgomery, Alabama 36104
(334) 242-4082 (phone)

DCM Form B-12
Revised July 2022

CHANGE ORDER CHECKLIST

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

WHICH FORM DO YOU USE?

Use **DCM Form C-12** for contracts of state agencies and departments and State Department of Education (SDE) projects. Also use for ACCS projects with Notice-to-Proceeds issued prior to August 1, 2021.
Use **DCM Form 9-J** for contracts of projects partially or fully Public School and College Authority (PSCA)-funded, except for ACCS projects with Notice-To-Proceeds issued after July 31, 2021. Include a completed **DCM Form B-11:** Change Order Justification with each copy of either DCM Forms C-12 or 9-J.

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

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

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

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

DCM Form C-13A
Revised November 2022;
(To be used for fully locally-funded K-12 & Public 4-Year University Capital Improvement, HVAC, & Roof Projects with both a total cost of $750,000 or Less and a contract awarded on or after 10/01/22)

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES *ON NEXT PAGE*

DCM (BC) No. _____

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

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

_____

_____.

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

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

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

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

RECOMMENDED BY *(signature and email address required)*:	
ARCHITECT/ENGINEER: _____	DATE: _____
CONTRACTING PARTIES:	
CONTRACTOR: _____	DATE: _____
OWNER: _____	DATE: _____
_____	DATE: _____

☐ DCM recommends occupancy, subject to completion of all Punch List items referenced above.

☐ DCM does NOT recommend occupancy. Violations of State Building Code have been identified but not corrected. DCM signatures below do not indicate concurrence with occupancy. List of violations are attached.

DCM INSPECTOR: _____	DATE: _____
DCM CHIEF INSPECTOR: _____	DATE: _____
DCM DIRECTOR: _____	DATE: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

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

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

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

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

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

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

NOTICE

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

Also, any standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such guarantees.

SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

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

at _____

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

_____

_____
(*Architect / Engineer*)

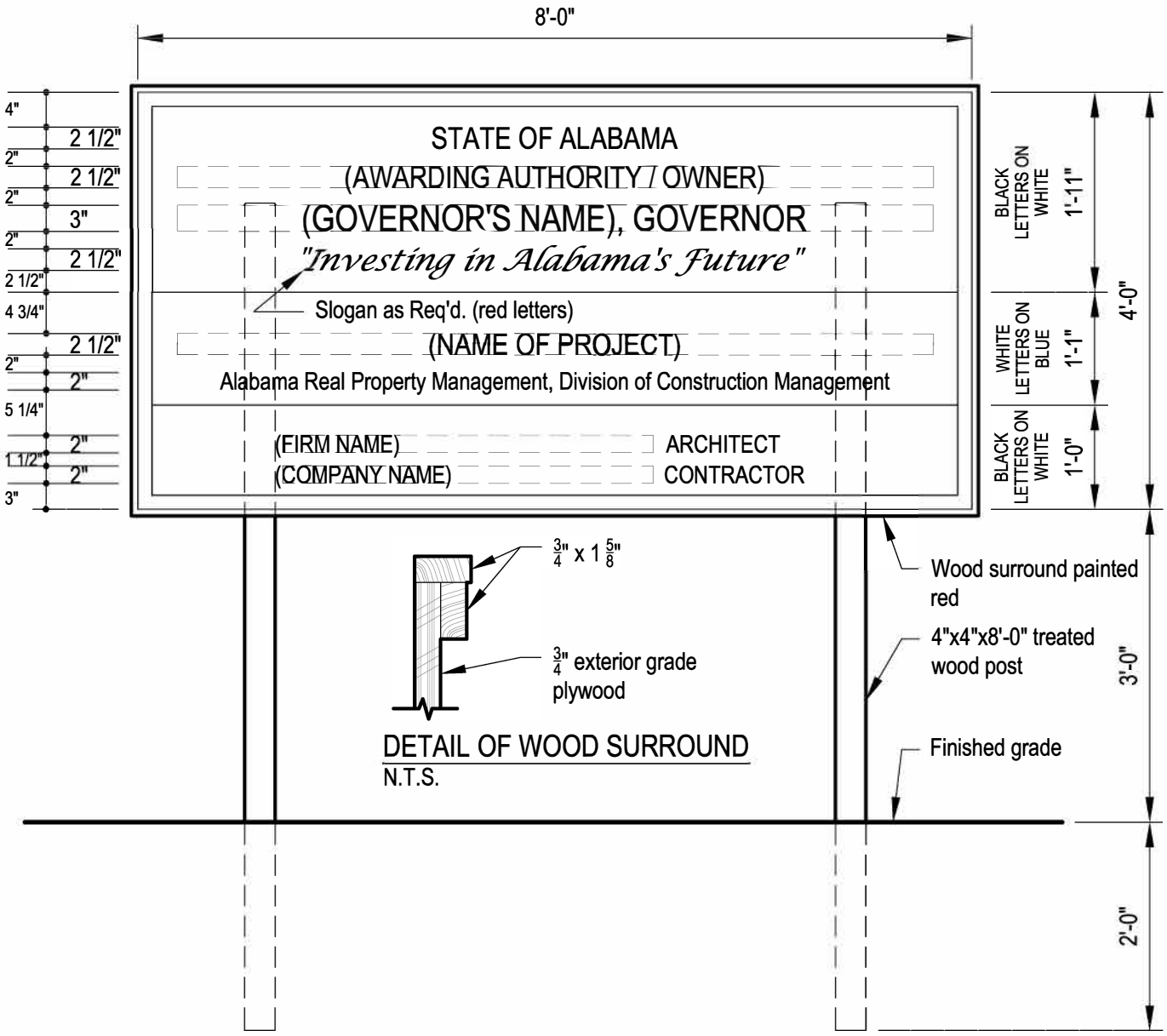
_____
(Contractor)

_____
(Business Address)

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

DETAIL OF PROJECT SIGN

N.T.S.



DETAIL OF WOOD SURROUND

N.T.S.

Notes:

1. Fully locally-funded State Agency and Public University projects: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is $100,000.00 or more, Contractor shall furnish and erect a project sign.
   Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner, if project sign is requested by Owner, include DCM Form C-15 in the project manual.
   Partially or fully PSCA-funded projects: DCM Form C-15 must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of contract sum. "Alabama Public School and College Authority " as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects. Exception: Alabama Community College System (ACCS) PSCA-funded projects with Notice-To-Proceeds issued after July 31, 2021 are not submitted to DCM.
   Fully locally-funded ACCS projects with Notice-To-Proceeds issued prior to August 1, 2021: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is $100,000.00 or more, Contractor shall furnish and erect a project sign.
2. Sign to be constructed of ¾" exterior grade plywood.
3. Paint with two coats best grade exterior paint before letters are painted. Option: In lieu of painted lettering on plywood, a corrugated plastic sign (displaying the same lettering, layout and colors as above) may be secured directly to the unpainted exterior grade plywood.
4. Sign shall be placed in a prominent location and easily readable from existing street or roadway.
5. Sign shall be maintained in good condition until project completion.
6. Slogan: Act 2020-167's title *"Investing In Alabama's Future"* should be placed on the project signs of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Payment of Debts and Claims

To Owner (*Entity name and address*)**:**	**Project** (*Same as appears in the Construction Contract*)**:**

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

   Indicate attachment: ☐ Yes ☐ No

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

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

Contractor (*Insert company name and address*)**:**

By:_____
Signature of authorized representative

_____
Name and Title

Sworn to and subscribed before me this _____ day

of _____, _____.

_____
Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

To Owner (*Entity name and address*)**:**	**Project** (*Same as appears in the Construction Contract*)**:**

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Contractor (*Insert company name and address*)**:**

By: _____
Signature of authorized representative

_____
Name and Title

Sworn to and subscribed before me this _____ day

of _____, _____.

_____
Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

To Owner (*Entity name and address):*	**Project** (*Same as appears in the Construction Contract*)**:**

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

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

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

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

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

_____ Seal:
Company Name

By _____
Signature of Authorized Representative

_____
Printed Name and Title

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

Alabama Department of Finance
Real Property Management
Division of Construction Management
770 Washington Avenue, Suite 444
Montgomery, AL 36104
(334) 242-4082, inspections@realproperty.alabama.gov

DCM Form B-8
Revised June 2023

PRE-CONSTRUCTION CONFERENCE CHECKLIST

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

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

☐	*1. Name and relationship to job of local Owner personnel
☐	2. Public officials involved
☐	3. Names of architect/engineer personnel involved
☐	4. Provide e-mail addresses on Pre-Construction Sign-in sheet
☐	5. Construction sets of plans available to contractor
☐	6. Verify alternates accepted, etc.
☐	7. Approved list of sub-contractors
☐	8. Approved cost breakdown & Progress Schedule
☐	9. Method of approving monthly payment requests
☐	10. Change Orders - Documentation - no prior work, **unless authorized in writing**
☐	11. Shop drawings, time to process
☐	12. Advance notice for required inspections The contractor will notify the architect by email of the date the project will be ready for an inspection by the Division of Construction Management. Inspections must be requested 14 days in advance. When the DCM Inspector confirms the inspection date and time, the architect will send an email confirming the inspection date and time to all parties as well as a copy to inspections@realproperty.alabama.gov. Cancellations of any scheduled inspection must be received in writing no later than 48 hours prior to the scheduled inspection. If the inspection is canceled, it will be rescheduled subject to the DCM Inspector's availability. Cancellations received less than 48 hours in advance shall incur a $1,500.00 re-inspection fee. If the contractor is not ready for the scheduled inspection he shall incur a $1,500.00 re-inspection fee.
☐	13. Inspection Minimum Requirements The following minimum requirements listed below are provided to aid the contractors and architect in determining if a project is ready for a required inspection. Pre-Construction Conference: Required Attendees: Contractor, Owner, Architect, Major Subs • Fully-executed construction contract and Notice to Proceed • Verification of permit fee payment (Exception: fully locally-funded K-12 & public four-year University capital improvement, HVAC, or roof projects with both an estimated cost of $750,000.00 or Less, and a contract awarded on or after 10/01/22, are exempt from DCM Fees.) • Owner's statement of responsibility (storm shelter) • Contractor's statement of responsibility and quality assurance plan (storm shelter) • Fire alarm contractor and fire sprinkler contractor certification (from State Fire Marshal) • ADEM permit, if more than one acre of land is disturbed Pre-Construction Conference for Storm Shelter: Required Attendees: Contractor, Owner, Architect, Structural Engineer, Major Subs, Special Inspections Representative • The completed & signed DCM Form B-15: Owner's Statement of Responsibility for Tornado Storm Shelter (Hurricane Shelter Where Applicable) must be submitted to the DCM Inspector at Pre-Construction Conference. • The completed & signed DCM Form C-17: Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter (Hurricane Shelter Where Applicable) along with required Quality Assurance Plan (QAP) must be submitted to DCM Inspector at Pre-Construction Conference.

☐	13. Pre-Roofing Conference: Required Attendees: Contractor, Owner, Architect, Roofing Sub, Roofing Manufacturer's Representative • Roofing submittals must be approved by the architect prior to pre-roofing conference • Roofing manufacturer must provide documentation that roof design and roofing materials meet code requirements for wind uplift and impact resistance • Copy of sample roof warranty – Note: Standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such guarantees. Above Ceiling Inspections: Required Attendees: Contractor, Owner, Architect, MEP Engineers, Major Subs • All work must be completed except for installation of ceiling tiles, and/or hard ceilings • Space must be conditioned • Permanent power must be connected unless otherwise arranged with the DCM Inspector • Grease duct must be inspected and approved by the DCM Inspector prior to fire wrapping and above-ceiling inspection Life Safety Inspections and Final Inspection: Required Attendees: Contractor, Owner, Architect, Engineers, Major Subs, Local Fire Marshal • Fire alarm certification • Kitchen hood fire suppression system certification • General contractor's 5-year roofing guarantee (DCM Form C-9) • Roofing manufacturer's warranty • Above ground and below ground sprinkler certifications • Completed certificate of structural engineer's observations (for storm shelter) • Emergency and exit lighting tests • Fire alarm must be monitored • Elevator inspection completed and certificate of operation provided by the State of Alabama Department of Labor • Boiler/vessels inspection completed and certificate of operation provided by the State of Alabama Department of Labor • Pressure test/Flush test for underground sprinkler lines (witnessed by local fire marshal, fire chief and/or DCM Inspector) • Flush/pressure test for new and/or existing fire hydrants • Must have clear egress/access and emergency (for first responders) access to building • Must have ADA access completed Year-End Inspection: Required Attendees: Contractor, Owner, Architect, Engineers and/or Major Subs may be required • Owner's list of documented warranty items • Reconciliation of user fees with DCM shall be completed prior to inspection
☐	14. Other inspections required before work is covered
☐	15. Inspection report distribution – weekly per Owner-Architect Agreement
☐	16. Record Drawings, definition of, procedures, addenda posted, etc.
☐	*17. Project sign and other job signs
☐	18. Point of contact for project. Job Superintendent and phone number.
☐	*19. Overall phasing of job
☐	20. Contractor's duty to coordinate work of separate contractors
☐	*21. Use of site and existing building, access drive, signs
☐	*22. Use of existing toilets
☐	*23. Coordinate any utilities supplied by Owner
☐	*24. Coordinate outages and work in existing building with Owner
☐	25. Keeping existing exit paths open

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

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

State of Alabama
Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature Date

Notary's Signature Date Date Notary Expires

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

Revised: 09/2013

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Tailgate Electrical.

B. Owner's Name: Alabama A & M University.

C. Architect's Name: Nola | VanPeursem Architects, PC.

D. The Project consists of the construction of tailgate electrical located at Alabama A&M University, Normal, Alabama.

1.02 CONTRACT DESCRIPTION

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

1.03 PRE-BID CONFERENCE

A. A pre-bid conference shall be held at Alabama A&M University,University Service Building, Facilities Conference Room, 453 Buchanan Way, Normal, Alabama 35762 on Janury 8, 2024 at 2:00 P.M. CST. Attendance is highly recommended for all General Contractors intending to submit a proposal and Major Subcontractors.

1.04 AID TO CONSTRUCTION

A. Obtain from Utility Company any additional charges for service of type, size and location called for. Include charges in bid to be paid by Contractor to appropriate party. Provide payment of these charges so as to allow logical progression of construction and avoid delay of completion.

1.05 OWNER OCCUPANCY

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

A. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others.
   3. Work by Owner.

B. Provide access to and from site as required by law and by Owner:

C. Confine operations at site to area permitted by Owner.

D. Do not unreasonable encumber site with materials or equipment.

E. Assume full responsibility for protecting and safe-keeping of products stored on premises.

1.07 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner.

1.08 TIME

A. It is anticipated that the successful bidder will be issued a notice of award within forty (40) days of the bid date. Substantial completion must be achieved no later than One Hundred Twenty (120) calender days after the Notice to Proceed is issued. Refer to Supplementary Conditions of the Contract located in Section 00 50 00 for contract requirements relating to liquidated damages and time extensions.

1.09 PROJECT SUPERVISION

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

1.10 SMOKING AND USE OF RADIOS

A. Owner does not allow smoking, tobacco, fire arms, or drugs on the job site.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Change procedures.

D. Correlation of Contractor submittals based on changes.

E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

A. Section 00 50 00 - Construction Documents and Forms: Agreement: Contract Sum, retainages, payment period, monetary values of unit prices.

B. Section 00 50 00 - Construction Documents and Forms: General Conditions of the Contract and Document 00 50 00 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.

C. Document 00 50 00 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

D. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

1.03 SCHEDULE OF VALUES

A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

B. Forms filled out by hand will not be accepted.

C. Submit a printed schedule on DCM Form C-10, Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.

D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.

F. Include in each line item, the amount of Allowances specified in this section.

G. Include within each line item, a direct proportional amount of Contractor's overhead and profit.

H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: 26th day through the 25th day of the next month.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. Present required information in typewritten form.

E. Form: DCM Form C-10, Application and Certification for Payment. Utilize Schedule of Values for listing items in Application and Certificate for Payment.

F. For each item, provide a column for listing each of the following:
1. Item Number.
2. Description of work.
3. Scheduled Values.
4. Previous Applications.
5. Work in Place and Stored Materials under this Application.
6. Authorized Change Orders.
7. Total Completed and Stored to Date of Application.
8. Percentage of Completion.
9. Balance to Finish.
10. Retainage.

G. Execute certification by signature of authorized officer.

H. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

I. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

J. Submit six copies of each Application for Payment.

K. Include the following with the application:
1. Transmittal letter as specified for Submittals in Section 01 30 00.
2. Construction progress schedule, revised and current as specified in Section 01 30 00.
3. Affidavits attesting to off-site stored products.

L. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.05 MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.

B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.

C. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.

D. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
2. Promptly execute the change.

E. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.

F. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.

G. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.

H. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs with additional information:
      a. Origin and date of claim.
      b. Dates and times work was performed, and by whom.
      c. Time records and wage rates paid.
      d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
   3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

J. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

L. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cash allowances.

B. Payment and modification procedures relating to allowances

1.02 RELATED REQUIREMENTS

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

1.03 CASH ALLOWANCES

A. Costs Included in Cash Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site and applicable taxes. All profit and overhead shall be included in the base bid and shall not be added to items covered by allowance.

B. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing; and overhead and profit.

C. Architect Responsibilities:
   1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Change Order.

D. Contractor Responsibilities:
   1. Assist Architect in selection of products , and installers.
   2. Obtain proposals from suppliers and installers and offer recommendations.
   3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
   4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
   5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Change Order. At the Owner's discretion all or a portion of allowance may be reallocated for miscellaneous changes. Profit and overhead shall be excluded from the cost of changes applied to allowances.

F. All changes covered by Allowance will be approved by the Owner in writing.

G. At closeout of Contract, funds remaining in Allowances will be credited to Owner by Change Order, plus a minium of 5 percent for profit and overhead.

1.04 ALLOWANCES SCHEDULE

A. Include the stipulated sum of $25,000.00 for Owner's discretionary use.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Alternate submission procedures.

B. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

A. Document 00 50 00 - Instructions to Bidders: Instructions for preparation of pricing for alternates.

B. Document 00 50 00 - Agreement: Incorporating monetary value of accepted alternates.

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.04 SCHEDULE OF ALTERNATES

A. Alternate No. 1 - Amount to be added to base bid if Alternate #1 work indicated on drawing E000 is included in contract.

B. Alternate No. 2 - Amount to be added to base bid if Alternate #2 work indicated on drawing E000 is included in contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Communication.

B. Preconstruction meeting.

C. Site mobilization meeting.

D. Progress meetings.

E. Construction progress schedule.

F. Coordination drawings.

G. Submittals for review, information, and project closeout.

H. Number of copies of submittals.

I. Submittal procedures.

1.02 COMMUNICATION

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

1.03 PROJECT COORDINATION

A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with buiklding utilites. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. Coordinate space requirements and installation of mechanical and electgrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean uup of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.
   4. Major Subcontractors or Suppliers.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   3. Distribution of Contract Documents.
   4. Designation of personnel representing the parties in Contract, major subcontractors, and the Architect.
   5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   6. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

A. Topics covered under this section will be addressed at the above mentioned Preconstruction Meeting.

B. Architect will schedule a meeting at the Project site prior to Contractor occupancy.

C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Special Consultants.
   5. Contractor's Superintendent.
   6. Major Subcontractors.

D. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements and occupancy prior to completion.
   3. Temporary utilities provided by Owner.
   4. Security and housekeeping procedures.
   5. Schedules.
   6. Application for payment procedures.
   7. Procedures for testing.
   8. Procedures for maintaining record documents.
   9. Requirements for start-up of equipment.
   10. Inspection and acceptance of equipment put into service during construction period.

E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum maximum two week intervals during initial phase of construction and at one week intervals upon commencement of application of finish materials.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of off-site fabrication and delivery schedules.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Coordination of projected progress.
   11. Maintenance of quality and work standards.
   12. Effect of proposed changes on progress schedule and coordination.
   13. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that mechanical and electrical contractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule every 30 days.

3.05 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed only for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for the Architect's knowledge as contract administrator or for the Owner.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two that will be retained by Architect.
   2. Larger Sheets, Not Larger Than 30 x 42 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.

B. Documents for Information: Submit two copies.

C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

A. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

B. Transmit each submittal with a copy of approved submittal form.

C. Transmit each submittal with approved form.

D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of Information is in accordance with the requirements of the Work and Contract Documents.

G. Deliver submittals to Architect at 301 Jefferson Street, Huntsville, AL 35801.

H. Schedule submittals to expedite the Project, and coordinate submission of related items.

I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

K. Provide space for Contractor and Architect review stamps.

L. When revised for resubmission, identify all changes made since previous submission.

M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

N. Submittals not requested will not be recognized or processed.

O. Shop Drawings and/or submittals requiring resubmission to the Architect due to non-compliance with the Contract Documents and /or incompleteness shall be thoroughly reviewed by the Contractor prior to delivery to the Architect for review. The Contractor shall ensure the completeness and compliance of the submittal materials. Cost incurred by the Owner for review of submittals after the second submittal is rejected will be the responsibility of the Contractor at the rate of $150.00 per hour, including travel time.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS

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

1.03 REFERENCES

A. AGC (CPSM) - Construction Planning and Scheduling Manual.

B. M-H (CPM) - CPM in Construction Management - Project Management with CPM.

1.04 SUBMITTALS

A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 30 days of Work with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that major contractors have reviewed and accepted proposed schedule.
   2. Notify Architect of any material or trade that may be a potential delay.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

F. Submit under transmittal letter form specified in Section 01 30 00.

1.05 QUALITY ASSURANCE

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

B. Contractor's Administrative Personnel: five years minimum experience in using and monitoring CPM schedules on comparable projects.

1.06 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Diagram Sheet Size: Maximum 24 x 36 inches or width required.

C. Sheet Size: Multiples of 8-1/2 x 11 inches.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

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

3.02 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification section number.

C. Identify work of separate stages and other logically grouped activities.

D. Provide sub-schedules for each stage of Work identified in Section 01 10 00.

E. Provide sub-schedules to define critical portions of the entire schedule.

F. Include conferences and meetings in schedule.

G. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

H. Coordinate content with schedule of values specified in Section 01 20 00.

I. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.

B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

A. Participate in joint review and evaluation of schedule with Architect at each submittal.

B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Update diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Final Completion.

F. Submit reports required to support recommended changes.

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

3.06 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner , and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. References and standards.

B. Quality assurance submittals.

C. Mock-ups.

D. Control of installation.

E. Tolerances.

F. Testing and inspection Testing services.

G. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.

B. Section 01 30 00 - Administrative Requirements: Submittal procedures.

C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
   1. Submit report in duplicate within 30 days of observation to Architect for information.
   2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

E. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.

1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.04 REFERENCES AND STANDARDS - SEE SECTION 01 42 19

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING AND INSPECTION AGENCIES

A. Owner will employ and pay for services of an independent testing agency to perform soil and concrete testing all other testing is by Contractor.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

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

3.02 MOCK-UPS

A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be a comparison standard for the remaining Work.

D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

A. See individual specification sections for testing required.

B. Testing Agency Duties:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests and inspections required by Architect.
   7. Attend preconstruction meetings and progress meetings.
   8. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.

d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.

F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

G. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.05 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect 30 days in advance of required observations.
   1. Observer subject to approval of Architect.
   2. Observer subject to approval of Owner.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary telecommunications services.

C. Temporary telephone service.

D. Temporary sanitary facilities.

E. Temporary Controls: Barriers, enclosures, and fencing.

F. Security requirements.

G. Vehicular access and parking.

H. Waste removal facilities and services.

I. Field offices.

1.02 RELATED REQUIREMENTS

A. Section 01 51 00 - Temporary Utilities.

1.03 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

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

1.04 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Use of existing facilities located at project site is not permitted.

C. Maintain daily in clean and sanitary condition.

D. At end of construction, return facilities to same or better condition as originally found.

1.05 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations .

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide protection for plants designated to remain. Replace damaged plants.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

A. Construction Material: Contractor's option.

1.07 SECURITY

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

B. Coordinate with Owner security program.

1.08 VEHICULAR ACCESS AND PARKING

A. Coordinate access and haul routes with governing authorities and Owner.

B. Provide and maintain access to fire hydrants, free of obstructions.

C. Provide means of removing mud from vehicle wheels before entering streets.

D. Existing on-site roads may be used for construction traffic.

E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

F. Do not allow vehicle parking on existing pavement.

1.09 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 FIELD OFFICES- SEE SECTION 01 5213

A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture. Contractor may designate area of existing structure as a field office.

B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 51 00

TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 TEMPORARY ELECTRICITY

A. Cost: By Owner.

B. Connect to Owner's existing power service.
   1. Exercise measures to conserve energy.

C. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.

D. Provide main service disconnect and over-current protection at convenient location and meter.

E. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .

B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.

C. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be utilized during construction.

1.05 TEMPORARY HEATING

A. Cost of Energy: By Owner.

B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.

C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

D. Owner's existing heat plant may be used.
   1. Exercise measures to conserve energy.

2. Enclose building prior to activating temporary heat.

E. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.06 TEMPORARY COOLING

A. Cost of Energy: By Owner.

B. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.

C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

D. Owner's existing cooling plant may be used.
1. Exercise measures to conserve energy.
2. Enclose building prior to activating temporary cooling.

E. Prior to operation of permanent equipment for temporary cooling purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.07 TEMPORARY VENTILATION

A. Utilize ventilation equipment as required to maintain clean air for construction operations.

1.08 TEMPORARY WATER SERVICE

A. Cost of Water Used: By Owner.

B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

C. Connect to existing water source.
1. Exercise measures to conserve water.

D. Extend branch piping with outlets located so water is available by hoses with threaded connections.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations and procedures.

F. Procedures for Owner-supplied products.

G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 00 10 00 - Bid Documents and Forms: Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

A. NEMA MG 1 - Motors and Generators.

B. NFPA 70 - National Electrical Code.

1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

B. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Where all other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions.
   2. If wet-applied, have lower VOC content.

C. Provide interchangeable components of the same manufacture for components being replaced.

D. Motors: Refer to Division 22, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.

E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

B. Architect will consider requests for substitutions only within 15 days after date of Agreement.

C. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

E. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the substitution as for the specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will reimburse Owner for all costs incurred for review or redesign services associated with approval by Architect or Architect's Consultants.

F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

H. Comply with manufacturer's warranty conditions, if any.

I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

K. Prevent contact with material that may cause corrosion, discoloration, or staining.

L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Pre-installation meetings.

C. Cutting and patching.

D. Surveying for laying out the work.

E. Cleaning and protection.

F. Starting of systems and equipment.

G. Demonstration and instruction of Owner personnel.

H. Closeout procedures, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittals procedures.

B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.

C. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.

D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

E. Section 07 84 00 - Firestopping.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

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

1.04 PROJECT CONDITIONS

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
   1. Minimize amount of bare soil exposed at one time.
   2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
   3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
   4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

F. Noise Control: Provide methods, means, and facilities to minimize noise f produced by construction operations.

G. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.05 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

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

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

3.04 LAYING OUT THE WORK

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

B. Promptly notify Architect of any discrepancies discovered.

C. Contractor shall locate and protect survey control and reference points.

D. Utilize recognized engineering survey practices.

E. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.

F. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations.

G. Periodically verify layouts by same means.

H. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-conforming work.

C. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

K. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

L. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.07 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Prohibit traffic from landscaped areas.

H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 SYSTEMS STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.11 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93.

3.12 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Replace filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, and drainage systems.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect.

B. Accompany Architect on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Substantial Completion.

D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.

E. Owner will occupy portions of the building as specified in Section 01 10 00.

F. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.

G. Accompany Architect on preliminary final inspection.

H. Notify Architect when work is considered finally complete.

I. Complete items of work determined by Architect's final inspection.

3.14 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections during the warranty period.

B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

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

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Provide servicing and lubrication schedule, and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports.

P. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

K. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Photocopies of warranties and bonds.

L. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

M. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

F. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

G. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

H. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

I. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 GENERAL

1.01 DEFINITIONS

A. "Authority Having Jurisdiction (AHJ)" is defined in the National Electrical Code as "An organization, office or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure".

B. "Bidder": Electrical Contractor prior to contract award for Division 26 scope of work.

C. "BMS"/ "BMC" / "DDC": Building Management System/Building Management Control system/Direct Digital Control system. All terms are for "control systems operating at low or signal voltage." Terms are used interchangeably.

D. "Code": National, State and Local Regulatory Building and Electrical Codes and standards as applicable, including OSHA requirements, mandatory Energy codes, and AHJ interpretations and requirements.

E. "Concealed": Concealed from view and protected from physical contact by building occupants. Where installation is outdoor, protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures.

F. "Conduit", as used in this section, refers to the specific type of raceway or cable tray or similar wiring conveyance product or method approved for Division 26 scope.

G. "Contractor", as used herein, refers to the Electrical Contractor (including his subcontractors and his electrical / etc. equipment manufacturers and suppliers who provide his equipment), who has responsibility to furnish and install the "Scope of Work", as described herein and per the Contract Documents.

H. "Division 26" or ("Section 26"), as used herein, refers to the electrical portion of the project division of work (also referred to as the Electrical Division). Included are all Electrical Division 26 Drawings and Electrical Division 26 Specifications.

I. "Documents" or "Contract Documents", as used herein, refer to the project contract engineering and design drawings, specifications, shop drawings and general conditions and requirements that compose the Electrical Division 26 "Scope of Work". Also included for use with Electrical Division 26 "Documents" are project-related supporting drawings, specifications, etc. These have been prepared primarily for use by the other-than electrical trades and clarify basic project scope for those trades; these will be made available and shall also be used by Division 26 for reference, clarification and as supplementary sources of project information and intent.

J. "Drawings" or "Contract Drawings", as used herein, refer to the project contract drawings.

K. "Ductbank" or "Electrical Ductbank": Assembly consisting of electrical conduits buried in earth or embedded in concrete.

L. "Engineer" or "Engineer of Record": Professional Engineer having responsibility and accountability for the electrical engineering and design of the project.

M. "Exposed": Exposed to view and, where outdoors, subject to ambient temperatures and weather conditions.

N. "Finished spaces": spaces intended to be fitted- or built-out with furnishing, trim and detail products, and/or painted surfaces.

O. “Home Run”: the portion of a branch circuit between the supplying panelboard and the first electrical outlet, lighting fixture, or other electrical load connected to the circuit; or, a dedicated circuit between the serving source or panel and the utilization electrical load.

P. “High Voltage”: 35,001 volts and greater.

Q. “Low Voltage”: Generally less than or equal to 1,000 volts when referring to power circuits. “signal voltage”, “control voltage”, or similar phrases refer to special cases of “low voltage” systems, typically operating at 48 volts or below.

R. “Medium Voltage”: 1,001 to 35,000 volts.

S. “Owner”, as used herein, refers to the property owner, proprietor, administrator or agent as defined in the project contractual agreements.

T. “Provide”: furnish, install, wire, test (or engage and manage an independent testing or commissioning contractor, where specified) such that the components and/or systems are ready for intended service or use.

U. “Scope of Work” or “Work”: All materials supply, installations and other labor and appurtenant requirements necessary to complete (and deliver as functional to the satisfaction of the owner) the electrical installation per the contract documents.

V. “Shop Drawings" or "Vendor Drawings" or "Submittal Drawings”: Documentation, including product drawings, descriptions, instructions, etc., prepared by an equipment manufacturer, supplier, and/or installer.

W. “Signal Voltage” or “Control Voltage”: The operating voltage or range of voltages defined by NEC Article 725 for remote control, signaling, or power limited circuits which operate at limited voltage (generally 48 volts or less) and/or power levels. “Signal Voltage” is typically applied to voltage characteristics of security, access control, sound, intercom, computer, low voltage lighting control and dimming, energy management systems, bms/bmc and like systems, and similar power limited systems and circuits.

X. “Specifications” or “Contract Specifications”, as used herein, refer to the project contract specifications.

Y. “VFD” or “VFC” or “VSD”: Variable Frequency Drive, typically solid-state, that permits speed control of electric motors by altering the voltage and/or frequency provided to the motor. Variable Frequency Controller or Variable Speed Drive may be used interchangeably.

1.02 CODES/STANDARDS

A. Electrical equipment, materials, installation, and tests shall be in accordance with latest editions of the following codes and standards; multiple codes or standards apply where organizations are indicated.
   1. National Fire Protection Association (NFPA), including (but not limited to):
      a. National Electrical Code (NEC), NFPA 70
      b. National Fire Alarm and Signaling Code, NFPA 72
      c. Life Safety Code, NFPA 101
      d. Emergency and Standby Power Systems, NFPA 110
      e. Standard for the Installation of Lightning Protection Systems, NFPA 780
   2. American National Standards Institute (ANSI), including (but not limited to): National Electrical Safety Code, ANSI C2
   3. Occupational Safety and Health Act (OSHA)
   4. Federal Communication Commission (FCC)
   5. National Electrical Manufacturers Association (NEMA)
   6. Insulated Cable Engineers Association (ICEA)
   7. Institute of Electrical and Electronics Engineers (IEEE)

8. National Electrical Testing Association (NETA)
9. American Society of Testing and Materials (ASTM)
10. Illumination Engineering Society of North America (IESNA)
11. Anti-Friction Bearing Manufacturers Association (AFBMA)
12. International Code Council (ICC): International Building Code (IBC)
13. International Energy Conservation Code (IECC)
14. ANSI/ASHRAE/IESNA Standard 90.1 - “Energy Standard for Buildings Except Low-Rise Residential Buildings”
15. National Electrical Contractors Association Installation Standards (NECA)
16. American Society of Civil Engineers (ASCE)
17. Americans with Disabilities Act (ADA)

B. All applicable state and local codes, amendments, regulations, and practices.

C. All applicable regulatory requirements and advisory practices of appropriate Authorities Having Jurisdiction (AHJs).

D. All applicable standards, regulations, and practices of the Owner.

E. Where codes and/or standards conflict, the most conservative document shall govern.

1.03 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section and all other Sections of Division 26.

1.04 GENERAL REQUIREMENTS

A. Drawings and Specifications form complementary requirements; provide work specified and not shown, and work shown and not specified as though explicitly required by both. Although work may not be specifically shown or specified, provide supplementary or miscellaneous items, appurtenances, devices, materials, and labor, where necessary for a sound, secure and complete installation. In the event the Drawings and Specifications conflict, the most conservative document shall govern.

B. Incidental detail that is not shown or specified, but is necessary for proper installation and operation, shall be included in the work, the same as if specified. Locations of all equipment and material shall be adjusted at no extra cost to the Owner, to accommodate the work interferences anticipated and/or encountered. Prior to installation, determine the exact route and location of each raceway and piece of equipment to minimize conflicts with other trades.

C. Information and components shown on one-line or riser diagrams but not shown on plans, and vice versa, shall be provided as if expressly required on both.

D. Contractor shall provide systems and components that are fully complete, operational, and suitable for the intended use. All material and all work which may be reasonably implied as being incidental to the work of this section or other applicable sections shall be furnished at no extra cost. In situations where insufficient information exists in the contract documents to precisely describe a certain component or subsystem, or the routing or placement of a component or its coordination with other building elements, the contractor shall include in their bid and scope the specific components or subsystems with all parts necessary for the intended use.

1.05 SCOPE OF DIVISION 26 WORK

A. Scope of Division 26 work shall include furnishing all labor, supervision, materials, equipment, incidentals, and work required to make ready for use complete functional electrical systems as shown on the Drawings and specified herein.

B. Unless specified otherwise, complete, functional, fully installed, interconnected, and functionally verified systems for infrastructure services and system power, building power, equipment power, control, monitoring, lighting services and lighting control, grounding, lightning protection, electrical heat tracing of piping, etc., as indicated or required for all project equipment and systems, are included in Division 26 scope.

C. The work shall include functional verification of all equipment and wiring at the completion of work and making any minor corrections, changes, or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; substandard work will be rejected.

D. There may occur situations where specified wire gauges, materials and /or quantities of paralleled conductors conflict with the lugs of the equipment to which they are to be connected. In such cases, Contractor shall either provide approved interface connectors or coordinate a solution with the equipment manufacturer or vendor.

E. Include electrical power utility, conduit, wiring, and wiring termination for all equipment furnished under Division 26 and other Divisions. Included in scope are electrical supply to manufacturing equipment, kitchen appliances, laboratory equipment, shop machines, pre-fab furniture, millwork, laundry appliances, architectural appurtenances, dewatering, rain harvesting, energy harvesting/reducing systems, pumps, site utilities, grounds maintenance equipment, and similar equipment.

F. Unless noted otherwise, a complete conduit-raceway and/or cable tray/trough system including wiring for nominal 110-120 volt or greater “service” or “supply” or “miscellaneous” power for all electronic/technology and similar system devices and units requiring such supply power from the building infrastructure. Such electronic/technology systems may be furnished under separate Divisions of the Specifications, unless noted otherwise. Coordinate requirements with the electronic/technology system(s) Supplier(s).

G. Unless noted otherwise, Division 26 Contractor shall furnish and install a complete empty conduit-raceway and/or cable tray/trough system for signal/control/power-limited power wiring (12V, 24V, 48V, etc.), and for related control, signaling, monitoring, data highways, fiber-optic systems, data acquisition, Local Area Networks, Ethernet, SCADA, BacNET, etc., as required for all electronic/technology and similar systems and devices. Include all raceways, rough-ins, back boxes, supports, cabinets, etc. The supply, installation, and termination of such systems and devices and their required wiring shall be under separate Divisions of Specifications, unless noted otherwise. Review the raceway layout with Supplier and the cable manufacturer, prior to installation, to insure raceway compatibility with the systems and materials being furnished. Install pull strings in all empty conduits.

H. Where applicable, provide all electrical work associated with the relocation of equipment for existing and new facilities, including disconnection of all existing wiring and conduits and provision of new wiring from the point of electrical supply and conduit to the relocated equipment.

I. Excavation and backfilling, including gravel or sand bedding for underground electrical work is included in Division 26. Repair and restore existing site and structures to same condition as encountered prior to start of electrical excavation and backfilling work.

J. Concrete work, including manholes, handholes, vaults and concrete electrical duct and conduit encasement and electrical equipment and light pole foundations and pads, is included in Division 26.

K. Contractor shall provide all work for duct banks and underground conduits, including but not limited to excavation, concrete, concrete compaction, forming, conduit, reinforcement, grounding and bonding, backfilling, grading, and disturbed area seeding. Also include all materials and labor required for pipe and conduit jacking, tunneling and boring for underground

cable conveyance, trenchless excavation, etc., where required. All work shall be in accordance with this and all other applicable Divisions of these Specifications.

1.06 EXISTING CONDITIONS AND ELECTRICAL DEMOLITION

A. Contractor or his authorized representative shall, before preparing his proposal, visit all areas of the existing site, buildings, and structures in which work under this Section is to be performed, and inspect carefully the present installation. The submission of the proposal by this Contractor shall be considered evidence that he or his representative has visited the buildings and noted the locations and conditions under which the work will be performed and that he takes full responsibility for a complete knowledge of all factors governing his work.

B. Electrical Demolition: included in Contractor's scope is all required electrical demolition to fully support General Project Demolition by other trades in order to demolish existing building or similar spaces and/or existing system and device installations. Refer to the Contract Documents for demolition overall scope intent, subject to the following general criteria:

C. Where applicable, identify and verify field conditions of all existing underground structures and utilities, including electrical, mechanical, and civil piping.

D. Disconnect and remove all electrical items within the demolition space and/or scope that are not intended for retention and/or subsequent use. Provide Owner with right of first refusal. Dispose of removed materials off-site in an AHJ approved place and manner. For equipment of other trades having integral electrical components (multi-stage air handler unit, for example), disconnect and make safe all existing electrical services, wires, conduits, etc. so as to enable entire unit removal by other trades.

E. Unless otherwise noted, remove all circuits, including wiring, raceways, connectors and all appurtenances from their termination point at the utilization equipment completely back to their electrical point of power source or supply.

F. Provide materials and make safe systems and circuits which are partially demolished. Include supports, conduit fittings and boxes, raceway closures, wire taping and wire-nuts, etc., such that the remaining partial system or circuit is electrically and mechanically complete and code compliant. Include work and materials to assure electrical bonding and grounding per code.

G. Circuits, systems and equipment that are intended to ultimately remain active but which are in or pass through spaces undergoing Demolition, shall be identified by Contractor, considering Owner's input and concurrence. Such installations shall be left intact to the extent required; relocate in-kind wherever necessary where conflicts with the intended use of the demolished space arise.

H. Contact owner for direction if situations arise regarding hazardous materials, waste, asbestos, PCB transformers, etc.

I. Clearly identify all remaining circuit breakers, switches, etc. that become "spare" as a result of Demolition activities.

1.07 COORDINATION WITH UTILITY COMPANIES

A. Where applicable it is intended that Contractor coordinate with the Electric Utility Company, to the extent necessary and as intended by the Contract Documents, so that an appropriate, complete and reliable electrical service or supply is provided for this project.

B. Where applicable, the Contractor shall be responsible for receiving and handling Electric Utility Company costs and invoices that are assessed the Owner for the installation of the permanent electric service. It is the responsibility of the Contractor to obtain those costs from the Utility Company and include them in Contractor's own bid and/or invoice, where applicable. Unless otherwise indicated or negotiated, Contractor shall include in his project scope and bear responsibility for coordination and completion of all requisite work as required by Utility including

the following:

1. Project service transformer pad, vault, and/or work to enable/facilitate Utility interface or “point-of-tie-in” interface. Include supply of service transformer and/or installation where so directed by Utility and/or Contract documents.
2. Determination and implementation of Utility requirements, standards, codes, regulations, and locations of major equipment, including project service transformer(s).
3. Empty conduit with pull wire or conduit sleeves between project service transformer(s) and Utility primary voltage point-of-tie-in, as per Utility. Include primary wiring where so directed.
4. Utility requirements for metering and installation.
5. Complete conduit and wiring and termination of secondary voltage conductors between the project service transformer(s) and the project service entrance or otherwise indicated equipment.
6. Concrete encasement of primary and/or secondary conductors when required by Utility and/or called for on the Contract Drawings.
7. Utility required clearances, grounding, signage, and all miscellaneous appurtenances, including fencing if required. Include fence grounding and bonding per NEC, NESC, and/or Utility Company requirements.

C. Contractor shall complete applicable Utility forms and comply with and respond to Utility requests for information. Such are as related to, but not limited to, sizes and types of new electrical loads, existing loads to remain, existing loads to be deleted, anticipated load diversity/demand, generators, and size, rating and characteristics of Owner’s new and existing electrical equipment, etc., to the extent required by the Utility Company. Intent is that Utility Company will, from such coordination with Contractor, be able to finalize Utility’s incoming electrical service ratings and details, service transformer(s) ratings and details, and proper interconnection with Owner’s equipment.

D. Interface with the services provided by the Telephone, Data, and other Systems Utility Companies/Service Providers. Unless indicated otherwise, furnish and install 4-foot x 8 foot x 3/4 inch painted (fire retardant paint) plywood backboard at designated location within the site and two 4-inch underground non-metallic conduits with pull-wire between the backboard and each point of interface as required. Run two separate 4-inch conduits for each service.

1.08 COORDINATION WITH OTHER TRADES

A. Provide complete coordination with other contractors. Division 26 Contractor shall coordinate with other contractors regarding each others equipment and equipment submittals and shall obtain all relevant submittals and incorporate/accommodate all resulting variances into the design and installation.

B. Where applicable, include complete electrical heat tracing system for all piping which is indicated as electrically traced on the project Piping and Instrumentation Diagrams and/or project Mechanical Drawings/Specifications. Contractor shall employ the services of an approved heat-tracing product manufacturer to provide detailed system design. System shall protect piping and appurtenances against freezing or shall maintain temperatures, as required. System shall include code-compliant, environmentally suitable and properly sized self-regulating heat tracing cables, and all related requisite power source and control equipment, panels, transformers, circuitry, contactors, controls, etc. necessary for a complete and functional heat tracing system. Installation and testing shall be performed by the contractor.

C. Include nominal 110-120 volt or greater power and control wiring, service, connections, and appropriate raceway for all equipment and devices requiring such power and/or control. Include wiring in conduit for heating, ventilating, air conditioning (HVAC), mechanical and/or plumbing equipment; building equipment, process equipment, including electronic systems (fire alarm, security, life safety, mass notification and similar), and appurtenances furnished under all Divisions of these Specifications, or provided by Owner. Include power wiring for all air handlers, fans, condensing units, PIUs, terminal units, fan coil units, variable air volume units

(VAVs), dampers, louvers, motorized operators, valves, elevators, motorized doors, powered doors, gates, operators, cranes, pumps, compressors, tools, controllers, packaged equipment, manufacturing equipment, and any and all other similar building or process equipment covered by this Division and other Divisions Drawings and/or Specifications.

D. Provide power and control wiring and conduit from power source to equipment physical locations and provide wiring terminations as required both at the source and at the equipment. If/as required, provide transformers, rectifiers, and/or inverters to match the source voltage to the electrical utilization characteristics of the load or system. Provide disconnects, fusing, enclosures, etc., to make installation Code compliant.

E. Unless otherwise noted, wiring for other Division furnished “HVAC Controls”, “Building Management Systems (BMS)”, or “Direct Digital Control (DDC) Systems” controls that require/operate at only “signal voltage level” (typically 48 volts or less) is excluded from Division 26 responsibility is. Electrical Contractor to furnish and install empty conduit (or similar) with pull-strings for such systems.

F. Conduit, wire, field connections, and installation for all motors, motor controllers, variable frequency drives (VFDs), control devices, control panels, and “packaged” equipment furnished under Division 26 or other Divisions of these Specifications are included in Division 26 scope.

G. Contractor shall review the submittal/shop drawings for all electrically operated and/or electrically connected equipment being furnished under all other Divisions of the Specifications for this project. Unless specified otherwise, Contractor shall provide raceway, wire and interconnection for all materials, devices, components, systems and packages requiring “field wiring”, to the extent clarified in the paragraphs herein. Where applicable, Contractor shall make electrical interconnections per manufacturer’s requirements. This includes, but is not limited to, devices/components that are parts of “packages” but which are shipped separately and require field interconnection. Also, Contractor shall identify terminals and prepare drawings or wiring tables to extent necessary to enable interconnections.

H. Coordinate arrangement, mounting, and support of equipment and raceways:
   1. To maintain maximum headroom; all piping, duct, conduit and associated components to be as tight as possible to underside of structure to provide for ease of disconnecting the equipment with minimum interference to other installations. (Exceptions to this general rule must be followed. For example, where Code requires a minimum distance below structural roof to electrical raceway so as to mitigate effects of thermal radiation.)
   2. To allow right of way for piping installed at required slope.
   3. To allow connecting raceways, cables, wireways, cable trays, and busways to be clear of obstructions and of the working and access space of other equipment.

I. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structure components as they are constructed.

J. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

K. Prior to installation of visible material and equipment (including access panels) in finished spaces, review Architectural Drawings for desired locations and where not definitely indicated, request information from Architect.

L. Coordinate with mechanical and plumbing piping routes to ensure that liquid-conveying piping systems are not installed above interior electrical or electronic equipment, including but not limited to: switchgear, switchboards, panelboards, motor control centers, control panels, motor and equipment disconnects and starters, variable frequency drives, rectifiers, electrical enclosures, transformers, uninterruptable power supplies, telephone switching equipment, data communications switching and routing equipment, and fire alarm system cabinets.

M. Make reasonable modifications in layout and components needed to prevent conflict with work of other trades. Systems shall be run parallel with or perpendicular to major architectural and structural building elements.

1.09 SEISMIC AND WIND-RESTRAINT REQUIREMENTS

A. Conform to the requirements indicated in Code and/or on the structural and/or other Contract Documents, where applicable.

B. It shall be the responsibility of the equipment manufacturers and suppliers along with the contractor to conform to the seismic and wind-restraint design requirements based on the project's seismic classification and/or codes and/or contract documents.

C. All electrical equipment enclosures, anchors, raceways, supports, lighting, trays, etc. shall utilize earthquake resistant supporting systems as required by the project's seismic classification and/or Codes and/or Contract Documents.

D. Large electrical distribution and power control equipment shall be labeled by the equipment manufacturer as "seismic qualified". This labeling shall be indicative that representative samples of the same equipment have been tested and found to meet or exceed the seismic requirements of the applicable code for the applicable project seismic classification. Contractor shall install such equipment in accordance with these codes and the manufacturer's recommendations. Large equipment seismic labeling applies to panelboards, switchboards, motor control centers, busway, transfer switches, switchgear, transfer switches, UPS and similar systems, battery installations, transformers, power centers, metal clad or metal enclosed switchgear, load centers, safety switches, enclosed control assemblies, and generators and generator fuel delivery and storage systems.

E. Provide (or engage and manage an independent testing or commissioning contractor, where specified) complete electrical apparatus and system testing and commissioning. Deliver complete documentation of all testing, testing apparatus and test results. Correct deficient conditions until tests are passed.

1.10 ADDITIONAL FIXTURES:

A. Situations may arise where AHJ requires more egress passageway, exit portal and/or exterior exit discharge located emergency lighting fixtures and/or emergency illuminated exit signs than are shown on the Drawings. The AHJ may feel such are needed after he tours the essentially completed building, when interiors have been built-out, (including interior furnishings such as furniture, millwork, ceilings, soffits, dividers, panels, etc.), or as required by similar circumstance. If required by the AHJ, these need to be supplied, installed and wired to an applicable nearby unswitched lighting circuit by the Contractor. These fixtures shall match the manufacturer and product catalog type of the project-specific type.

B. Based on the above, Contractor shall include a material and labor cost allowance (to be included as part of his base bid and base scope) for a possible 10% quantity increase of installed emergency fixtures and exit signs. This fixture quantity increase allowance shall be based on the original design sum total of the above-described fixtures. Basis for determination shall be the original base-line 100% complete (or equivalent) Contract Drawings depicting such emergency type fixtures. In no case shall an allowance for less than two fixtures minimum be considered compliant with these requirements.

1.11 INTERPRETATION OF CONTRACT DOCUMENTS

A. Drawings are intended to outline the scope of work required and are not intended to be installation drawings. Drawings are not intended to be absolutely precise; they are not intended to specify or to show every offset, fitting, and component nor do they show the exact routings. The purpose of the Drawings is to indicate a systems concept, the main components of the systems, and the approximate geometrical relationships. Based on the systems concept, the

main components, and the approximate geometrical relationships, the Contractor shall provide all other components and materials necessary to make the systems fully complete and operational. The Drawings do not show the exact routings and locations needed to coordinate with structure and other trades and to meet Architectural requirements.

B. The Drawings are not intended to show exact locations of equipment or conduit runs. The locations of equipment, fixtures, outlets, and similar devices shown on the Drawings are approximate only. Exact locations shall be as determined in field by Contractor, during construction, after coordination with the Owner and/or his designated representative and approval by the Engineer. Obtain in the field all information relevant to the placing of electrical work, and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.

C. Unless specifically stated to the contrary, no measurement of an electrical drawing derived by scaling shall be used as a dimension to work by. Dimensions noted on the electrical drawings are subject to measurements of adjacent and previously completed work. Measurements shall be performed prior to the actual installation of equipment.

D. Where installation of new, active, conduit runs are called for or indicated in the Contract Documents, in locations which will become “inaccessible” after installation is complete, (such as underground, under floor, or in concrete encasement, concrete slabs, or above/behind ceilings/walls lacking access, or similar application), Contractor shall furnish and install spare conduits of similar type and size, for the entire “inaccessible” part of such conduit runs. The quantity of additional spare conduits shall be such that an equivalence equal to 20% or more of the active conduits is achieved. Such spare conduits will generally not appear on the Drawings, but shall be included.

E. Dimensions indicated on the Drawings related to electrical equipment locations and/or clearances (relative to walls, column lines, other equipment, etc.) are generally minimum clear dimensions to be maintained as per Code, AHJ, project and/or operating requirements. Such dimensions shall be maintained or exceeded, but not reduced, regardless of actual equipment sizes, which will only be determined after approval of project specific manufacturer’s drawings. Concrete pads, vaults, structures, etc., for electrical equipment, where dimensioned on the Drawings, are estimated dimensions based on typical catalog sizes of electrical equipment on which the design is based. Such dimensions shall be adjusted by Contractor if/as necessary based upon project specific approved manufacturer’s drawings.

F. Conduit and wiring between electrical “field” utilization equipment, loads, motors, instrumentation, etc., and their respective “source” switchgear, motor control center, panelboard, PLC, termination cabinet, etc., are generally shown on the Drawings as “homeruns". Similarly, conduit and wiring between panels may be shown as “homeruns”. Contractor’s scope, under this Section, shall include determination of the most suitable physical routing of such “homeruns”, considering Owner preferences, building layouts, existing conditions, aesthetics, future accessibility, ease of installation, interferences, etc. Where multiple “homeruns” of instrumentation “digital control (1/0, on/off, open/closed, etc.)” or modulating “analog control (4-20 mA DC)” or similar wiring run from the same “field” location or from the same panel to the same “source” location, Contractor may replace multiple wiring conduits with larger (common) conduits so as to provide an economical and practical installation. However, “digital” and “analog” or similar “category” of wiring shall each be kept segregated and not share the same (common) conduits with any other wiring “categories”. Also, Contractor shall not combine power wiring into larger (common) conduits except in limited situations as specifically allowed by the Contract Documents.

G. Electrical loads (KVA, KW, Horsepower, Amperes, etc.) and wiring requirements indicated on the electrical Drawings are estimates representative of the “basis of design” standard electrical, mechanical and building equipment. Electrical equipment ratings, bus ratings, circuit wire sizes, circuit wire quantities, conduit sizes, conduit quantities and overcurrent protection device ratings indicated on the Drawings are based on such equipment. Contractor is advised that prior to

installation he must compare indicated electrical equipment ratings, wire sizes and quantities, conduit sizes and quantities and overcurrent protective device ratings versus approved shop drawings of actual equipment being furnished. Contractor shall provide electrical materials conforming to the requirements of the actual equipment being furnished (except where otherwise required by Code), reflecting increased ratings, wire sizes and quantities, conduit sizes and quantities and overcurrent protective device ratings where required. Overcurrent protective device ratings shall be decreased if required to match actual equipment requirements and/or manufacturer's recommendation. Other electrical ratings, wire sizes and quantities and conduit sizes and quantities shall not be decreased to less than that indicated on the electrical Drawings.

H. Equipment short circuit interrupting, fault, and/or withstand ratings are indicated on the Drawings and/or Specifications. These ratings equal or exceed design Engineer's determination of approximate short circuit levels based on standard data available at the time of design. Such determinations may reflect "worse condition" situations and allow for unknown/unavailable/unreliable data at time of design. Such data typically includes Utility Company available fault levels, service transformer ratings, type, location, etc. Also note that Engineer's design may indicate equipment with higher ratings than required by specific application, in cases where there is a desire for standardization of equipment throughout the project. Contractor shall furnish equipment meeting such indicated minimum ratings. In cases where short circuit studies completed subsequent to system design indicate that higher ratings are appropriate, such situations shall be submitted to Engineer for resolution.

I. Where conflicts or potential conflicts exist and engineering guidance is desired, submit sketch of proposed resolution to Architect and/or Engineer for review and approval.

J. Minimum wire sizes shall be as indicated, except that Contractor shall increase wiring sizes for feeders and branch circuits, to limit voltage drop to 2 percent and 3 percent respectively, where necessary based on circuit lengths.

K. Unless specifically noted or permitted, all electrical equipment shall be fully rated. Full ratings shall include full fault duty, short-circuit interrupting and short-circuit withstand ratings, based on the actual available calculated maximum fault, not based on a fault level theoretically reduced through application of an upstream series-connected fault- limiting or reducing device; the use of equipment rated or de-rated for use in such "series-rated or series-connected" applications shall not be permitted.

L. The Contract Drawings, as clarified above, are intended for general use to outline the scope of work only; they are not intended to be installation drawings. Accordingly, Contractor is advised that (even though not specifically indicated on the Drawings) he shall follow NEC throughout, including Article 300. Portions of this Article relate to installations being such that spread of fire and products of combustion are eliminated or mitigated. As described and specified, use third party approved fire seals, through-penetration firestops, fire rated padding, fire-rated sealants and like products in order to comply. In addition, maintain minimum of 24" horizontal separation between (outlet) boxes on opposite sides of the same fire rated wall. Note that this spacing is generally NOT indicated to scale on the Contract Drawings. Refer to UL Guide Information for electrical equipment (The White Book) for application information.

M. Lighting Control Systems - Lighting controls vary from project to project, and may be as simple as employing line voltage, on-off toggle switches or as complicated as employing full automation, computer programs, overrides, occupancy monitoring, daylight harvesting, energy conservation, dimming, scene control, etc. For the more complex control schemes, Contractor is advised that the Contract Drawings will typically indicate a control scheme and/or control matrix intended to clarify the intended performance of the lighting control system on a room-by-room or space- by-space basis. In addition to this, the Drawings will often indicate the type of control devices in a particular room or space which are intended to be employed as an aide when developing the lighting control system design. Such system design is very vendor-specific, and so it is expected that Contractor shall furnish a complete hardware and wiring detailed design,

vendor specific, in accordance with all outline Contract Drawings and Specs for Engineer's approval.

1.12 RECORD DOCUMENTS

A. Record Drawings are specified in Division 01 Section "Project Record Documents."

B. The Contractor shall keep a detailed up-to-date record, of the manner and location in which installations are actually made, indexing each feeder, pull box and protective device. Record documents are to reflect all changes in work including change orders, field directives, addenda from bid set of Contract Documents, request for information responses, etc. Upon completion of the project, the Contractor shall modify the project electronic drawing and specification files to incorporate this information. Modified documents shall be turned over to the Owner in both electronic and hard paper copy formats. Record drawings shall also include:
   1. Locations of buried conduit and similar items. Include burial depth.
   2. Field changes of dimension or detail.
   3. Details not on original contract drawings.
   4. Changes to circuit numbers.
   5. Junction box locations and conduit runs, with trade sizes indicated, for lighting, power, and electrical systems installed.
   6. Final panel schedules on drawings matching Contract Drawing size.

1.13 MAINTENANCE MANUALS AND OPERATING INSTRUCTIONS

A. Furnish Maintenance Manuals and Operating Instructions in accordance with the following, unless alternative electronic format is acceptable per provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications and if acceptable to Owner.

B. Obtain at time of purchase of equipment, three copies of operation, lubrication and maintenance manuals for all items. Assemble literature in a coordinated manual using loose leaf sheets in a three ring binder(s). Manual shall contain names and addresses of manufacturers and local representatives who stock or furnish repair parts for items or equipment.

C. The manuals shall include the following and shall have an index of contents and tabs for each Specification Section and each piece of equipment specified in that Section and be provided in the order listed below, per Specification Section.
   1. Copies of all finalized submittals/shop drawings.
   2. Manufacturer's operating and maintenance instructions and parts lists of all items or equipment. Where manufacturer's data includes several types or models, the applicable type or model shall be clearly designated.
   3. Startup and shutdown procedures.
   4. Test records.
   5. Wiring diagrams.
   6. Lubrication instructions detailing type of lubricant, amount, and intervals recommended by manufacturer for each item of equipment.
   7. Owner's written acknowledgement of satisfactory completion of instruction period.

D. Furnish three copies of manuals to Architect for approval and distribution to Owner. Deliver manuals no less than 30 days prior to acceptance of equipment to permit Owner's personnel to become familiar with equipment and operation prior to acceptance.

E. Operating instructions: Upon completion of installation or when Owner accepts portions of building and equipment for operational use, instruct Owner's operating personnel in any or all parts of all systems. Factory-trained personnel shall provide instruction training. Allow for 8 hours of training for each Specification Section having major equipment.

1.14 SUBMITTAL PROCEDURE AND FORMAT

A. This Paragraph supplements Division 1 General Requirements for submittals. It applies to all Electrical/Division 26 material submittals prepared by Contractor and/or Contractor's material suppliers and submitted for Owner/Engineer approval.

B. Submittal Response to Specification: Submittal data for each product shall include a copy of the Engineers applicable technical Specifications marked by Contractor, paragraph by paragraph, with a code summarizing compliance status per the following. Utilize the following codes, with complete explanation of any items marked other than "compliance":
   1. Comply - C.
   2. Comply with a clarification note added - CC.
   3. Deviates - D.
   4. Alternate - A.
   5. Reject - R.
   6. Not Applicable – NA

C. Incomplete or incorrect conformance to this requirement will constitute reason for rejection.

D. Multiple Re-submittals: The Engineer will review the first submittal from the Contractor and respond with comments, and will review one re-submittal for the same item(s), from the Contractor and respond with comments. If the Contractor is required to make subsequent submittals for the same item(s), the Engineer may invoice Contractor for additional compensation to reimburse Engineer for his time spent on subsequent re-submittal reviews.

E. Shop Drawings showing layouts of systems shall contain sufficient plans, elevations, sections, details and schematics to describe work clearly. They shall be 1/4 inch = 1 foot 0-inch scale unless specified otherwise.

F. Shop drawings and submittals showing manufacturer's product data shall contain detailed dimensional drawings, accurate and complete description of materials of construction, manufacturer's published performance characteristics and capacity ratings (performance data, alone, is not acceptable), electrical requirements and wiring diagrams. Drawings shall clearly indicate location (terminal block or wire number), voltage and function for all field terminations, and other information necessary to demonstrate compliance with all requirements of Contract Documents.

G. Provide shop drawing submittals showing details of electrical wiring and conduit connections to ALL equipment. If connection details are not submitted and connections are found to be installed incorrectly in the field, this Contractor shall reinstall them within the original contract price.

H. Shop drawings for different systems and equipment shall be bound separately by specification section as indicated above and not bound by manufacturer. Each separate submittal shall have its own transmittal and cover letter. Submittals which contain different specification section systems bound together will be returned un-reviewed for re-submittal.

I. Lighting Fixture shop drawings shall consist of two submittals, one for interior lighting and one for exterior lighting. Each submittal shall have all associated light fixtures included. Separate submittals grouped by manufacturer or supplier will not be accepted. The Contractor shall be responsible for coordinating drawings from his various suppliers in order to comply with this requirement.

1.15 QUALITY ASSURANCE

A. Electrical Equipment Spaces: The Engineer's design of electrical equipment spaces, including the dimensions required to house equipment, associated conveyances and apurtenances, is based on a particular manufacturer's published dimensions, chosen as a basis of design, or in some cases, generic or industry-standard nominal sizes of similar equipment. Therefor, the

actual products selected by the contractor(s) for installation in this project may differ from the engineer's design. The electrical contractor shall submit dimensioned installation drawings for review prior to performing work. The installation drawings shall:

1. Be drawn neatly or (preferably) be generated using computer aided design software, at a scale of 1/4" = 1' or larger, and submitted in Portable Document Format (pdf).
2. Indicate the actual equipment to be installed and the dimensions of each piece of equipment, clearances required by building codes, and space required for operation, maintenance, or replacement as applicable, when larger than required working space.
3. Include work of other trades falls within 12" of equipment and/or may impede on required installation or working space.
4. Indicate entrance and egress paths and widths for spaces housing large distribution equipment, as required by the NEC.

B. Acceptable Manufacturers: The Engineer’s design for each product is based on the manufacturer listed in the schedule or shown on the Drawings. In some of the technical specifications, other manufacturers are listed as being acceptable. The listing of a manufacturer as acceptable does not imply automatic approval. It is the sole responsibility of the Contractor to ensure that any submittals made are for products that meet or exceed the specifications included herein. These are acceptable only if, as a minimum, they:

1. Meet all performance criteria listed in the schedules and outlined in the specification.
2. Have identical operating characteristics to those called for in the specification. For example, a two-stroke diesel generator will not be acceptable if a four-stroke model is specified.
3. Fit within the available space provided for by the design, based on the original manufacturer, including space for maintenance and component removal, with no modification to either the space or the product. Clearances to walls, ceilings and other equipment shall be at least equal to those shown on the Contract Design Drawings. The fact that a manufacturer’s name appears as acceptable shall not be taken to mean that the Engineer has determined that the manufacturer’s products will fit and maintain minimum working and other clearances as necessary, within the available space - this determination is solely the responsibility of the Contractor.
4. Products must adhere to all architectural considerations including but not limited to: Being of the same color as the product scheduled or specified, fitting within architectural enclosures and details, and for diffusers, lighting and plumbing fixtures - being the same size and of the same physical appearance as scheduled or specified products.

C. All equipment shall be labeled or listed by the National Board of Underwriters Laboratories (U.L.) or other recognized listing/testing agency where such labeling or listing exists for such material.

D. All electrical components, devices and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. Skid-mounted or packaged assemblies shall be listed and labeled as an assembly, not just the individual components.

1.16 TEMPORARY CONSTRUCTION POWER

A. Provide temporary lighting and construction power as required by all trades for the project. Pay the usage charges to the serving utility for electric service associated with temporary lighting and power for construction. All temporary lighting and construction power installations shall comply with NEC.

B. Continuity of Utility Services: In the absence of specific requirements in Division 1, comply with the following procedures for shut-downs.

1. Provide temporary services where project construction schedule required extended shutdowns of existing equipment and/or systems. Temporary services include the necessary equipment and/or systems to maintain continuity of services. Extended shut downs are interruptions of existing services for a period of time longer than that acceptable

to the Owner. Maintain existing facility operation as applicable, to the extent possible.

2. Contractor shall coordinate any shutdowns of existing systems as follows:
   a. Give proper notice to Owner when making shutdowns; a minimum of fourteen full days is required.
   b. Minimize timeline of shutdowns of any system.
   c. Provide temporary services where required and perform shutdowns and tie-ins at a time convenient to Owner.
3. Contractor shall be responsible for completing and filing the Owner's shut down notice questionnaire.
4. Perform required survey and inspection work required by the notice for shutdown.
5. All life safety systems shall be kept in service. It is the responsibility of the Contractor to provide all associated appurtenances necessary to ensure that the systems are in proper working condition at all times.

1.17 DELIVERY, STORAGE, AND HANDLING

A. Protect equipment/materials from damage during shipping, storage, handling, off-loading and installation. Deliver equipment/materials to the site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.

B. The Contractor shall provide for enclosed storage, when equipment/materials are stored on-site and prior to building "dry-in", to prevent any damage or loss resulting from inclement weather, construction traffic, theft or other unforeseen incident. Specialties shall not be stored outdoors.

C. Equipment/materials, stored or installed, found to be damaged shall be replaced with new by the Contractor, to the satisfaction of the Owner and at no additional expense. Do not store equipment with PVC material with exposure to direct sunlight.

1.18 INSPECTIONS AND FEES

A. Contractor shall obtain all necessary forms, permits, inspections, certificates of acceptance, certificates of occupancy, etc. Contractor shall complete all forms and pay all fees related to these items. Contractor shall submit to the appropriate Authority Having Jurisdiction all necessary documentation, including Drawings, calculations, load summaries, safety plans, work execution plans, schedules, etc., all in the format and quantity as required by the governing Authority Having Jurisdiction. These permits, inspections, and certificates shall cover all aspects of the electrical systems. The permits, inspections and certificates shall be obtained by Contractor from the appropriate Authority Having Jurisdiction including, but not limited to, building departments, inspection authorities, plan review examiners, fire marshals, insurers, utility suppliers, etc.

B. Arrange for, coordinate and attend all required inspections by AHJs.

C. Obtain required inspection stickers indicating installation suitability from appropriate Authorities Having Jurisdiction. Install as directed by Authorities Having Jurisdiction.

1.19 TESTS AND SETTINGS

A. Test (or engage and manage an independent testing or commissioning contractor, where specified) all systems furnished under Division 26 and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.

B. Complete all work as detailed in applicable project Specifications, "Commissioning of Electrical Systems" and "Acceptance Testing and Calibration", or equivalent.

C. Make the following minimum field tests and checks (or engage and manage an independent testing or commissioning contractor, where specified). Where possible, make tests and checks prior to energizing electrical equipment. Tests shall be in accordance with manufacturer's requirements and suggestions, industry standards, and with the requirements outlined in the

specific Sections of these Specifications. General Testing shall include NETA (National Electrical Testing Association) required and recommended testing of the following systems and equipment:

1. Mechanical inspection, testing and setting of all circuit breakers, disconnect switches, motor starters, control equipment, etc., for proper operation.
2. Grounding system.
3. Switchgear and switchboards.
4. Motor control centers.
5. Transformers.
6. Wires and cables.
7. Substations and protective relaying.
8. Variable frequency drives/controllers.
9. Wire and cable terminations. Verify that connections meet the equipment's torque requirements. Verify control wire continuity via bell/buzzer test. Megger all power wire and cable. Record all results.
10. Field set all transformers taps as required in order to obtain the proper secondary voltage.
11. Check motor nameplates for correct phase and voltage. Check bearings for proper lubrication.
12. Check the ampere rating and setting of all motor circuit protectors, circuit breakers, fuses, thermal overloads for motors, etc., and submit a typed record to the Engineer of same, as well as locations and designations, listing the nameplate service factor, horsepower, and full load current. If inconsistencies are found, new thermal elements shall be supplied and installed by this Contractor.
13. Check rotation of all motors, obtain permission from the Owner to start the motors, and proceed to check it for proper rotation. If it rotates in the wrong direction, correct the rotation at the motor. Take all necessary precautions not to damage any equipment.
14. Carefully check interlocking, control and instrument wiring for each system, and/or part of a system to ascertain that the system will function properly and as indicated by schematic and wiring diagrams where applicable.
15. Confirm that all panels, switchboards and similar load centers have had loads "equally" balanced among the electrical phases, such that no individual phase load varies from the other phases by more than 15%. Make circuit revisions to achieve this balance, if necessary. Record any and all modifications.

D. Provide all instruments, personnel and equipment required for the tests specified herein.

E. Check and confirm that all equipment short circuit interrupting and withstand ratings are adequate for the calculated available system fault levels at the point of equipment connection to the electrical system.

F. Confirm that short circuit, arc-flash, remote disconnect location, danger, warning, identification and other signs and labels have been provided and installed, per Code, where applicable.

G. All testing shall be scoped, planned, scheduled and coordinated by the Contractor. Notify the Owner at least two (2) weeks in advance of conducting tests. The Contractor shall have qualified personnel present during all testing.

H. The following additional tests and checks shall be made prior to the energizing of electrical equipment. Contractor shall engage the services of an independent testing firm. Tests shall be conducted by the independent testing firm, and a certified test report shall be submitted stating that the equipment meets and operates in accordance with the manufacturers and job specifications, and that equipment and installation conforms to all applicable standards and specifications:

1. Setting and testing of protective relays and circuit breaker adjustable trip characteristics for calibration and proper operation.
2. High-potential, insulation resistance, and shield continuity tests for medium voltage cables.

3. Verification of proper installation of all medium voltage cable terminations and splices. Include terminations employing stress cones, pot-heads, heat shrink, lead terminations, manual methods, etc.
4. Mechanical inspection of switches and circuit breakers to assure proper operation.

I. Certified test reports shall be furnished to the Engineer for all tests.

J. Contractor and/or his independent testing contractor (where applicable) shall be responsible for the following:
1. Supply of all electrical equipment, components, systems, and qualified manpower, as applicable, to provide for and execute complete electrical testing, system testing, and acceptance testing and calibration as specified in the Contract Documents and/or as required.
2. Commissioning of electrical systems unless noted otherwise.
3. Testing submittal preparation, testing plan, scheduling, start-up procedures, functional testing, attendance at meetings, testing results recording and documentation.
4. Demonstration and training.
5. Operations and maintenance manuals.
6. Project close out data (bonds, warranties, spare parts, record documents and maintenance service agreements).

K. Set all relays, protective devices, breakers, etc., in accordance with findings and recommendations of the Electrical Protective Device Coordination Study and of the equipment manufacturer.

L. Infra-red hot spot inspection shall be made of all switchgear, switches, power, and control panels. This shall be done under representative load conditions before the equipment is used by the Owner and again three (3) months before expiration of the one (1) year warranty period.

M. Furnish and install Arc-Flash Warning Signs in accordance with NEC and NESC.

1.20 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
1. Ambient Temperature: Not less than 0 deg F or exceeding 104 deg F.
2. Humidity: Less than 95 percent (noncondensing).
3. Altitude: Not exceeding 6600 feet (or 3300 feet if equipment includes solid-state devices.)

PART 2 PRODUCTS

2.01 GENERAL

A. Products shall be new and suitable for the intended purpose. See other Sections for specific product and material requirements.

PART 3 EXECUTION

3.01 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items, unless otherwise indicated.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to

facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Yield to piping systems installed at a required slope.

F. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section “Penetration Firestopping.”

3.02 CONCRETE PADS

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both length and width directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base. Height of base shall be as indicated, but not less than 4 inches.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete, unless noted otherwise. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section “Cast-in-Place Concrete.”

C. Anchor equipment to concrete base.
   1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   2. Install anchor bolts to elevations required for proper attachment to supported equipment.
   3. Install anchor bolts according to anchor-bolt manufacturer’s written instructions.

D. Provide raised concrete pads for all floor mounted electrical equipment, including but not limited to, switchboards, transformers, motor control centers, transfer switches, lighting control/dimmer cabinets, and large motor controllers.

3.03 FIREPROOFING

A. Clips, hangers, clamps, supports and other attachments to surfaces to be fireproofed shall be installed, insofar as possible, prior to start of spray fiber work.

B. Piping and other items which would interfere with proper application of fireproofing shall be installed after completion of spray fiber work.

C. Patching and repairing of fireproofing due to cutting or damaging to fireproofing during course of work specified under this Section shall be performed by installer of fireproofing and paid for by trade responsible for damage and shall not constitute grounds for extra cost to Owner.

3.04 MAJOR ELECTRICAL EQUIPMENT

A. Investigate each space in the structure through which equipment must pass to reach its final location. If necessary, the manufacturer shall be required to ship his material in sections sized to permit passing through such restricted areas in the structure.

B. The equipment shall be kept upright at all times. When equipment has to be tilted for ease of passing through such restricted areas during transportation, the manufacturer shall be required to brace the equipment suitably, to ensure that the tilting does not impair the functional integrity of the equipment.

3.05 INSTALLATION ONLY ITEMS

A. Where this Contractor is required to install items which he does not purchase, he shall coordinate their delivery and be responsible for their unloading from delivery vehicles and for their safe handling and field storage up to the time of installation. This contractor shall be responsible for:
   1. Any necessary field assembly and internal connections, as well as mounting in place of the items, including the purchase and installation of all dunnage supporting members and

fastenings necessary to adapt them to architectural and structural conditions.
2. Their connection to building systems including the purchase and installation of all terminating fittings necessary to adapt and connect them to the building systems.

B. This Contractor shall carefully examine such items upon delivery. Claims that any of these items have been received in such condition that their installation will require procedures beyond the reasonable scope of work of this Contractor will be considered only if presented in writing within one week of their date of delivery. Unless such claims have been submitted, this Contractor shall be fully responsible for the complete reconditioning or replacement of the damaged items.

3.06 PAINTING

A. Furnish one can of aerosol-free touch-up paint for each different color factory finish which is to be the final finished surface of the product.

3.07 CLEANING

A. Cleaning shall be performed prior to equipment being energized.

B. Raceways:
1. Cover all raceway openings prior to the installation of conductors to prevent dirt, moisture, and other debris from entering the raceways.
2. Before pulling conductors, swab out all raceways to remove any debris that may have entered raceways during construction or during storage.
3. When external surfaces of raceways or enclosures are rusted, clean and restore surfaces to original condition.

C. Equipment:
1. After completion of work but prior to turning equipment over to the Owner, clean the exterior surfaces to be free from concrete residue, dirt, paint residue, etc.
2. All dirt, drywall dust, and all other foreign matter shall be blown from, wiped away, or vacuumed from transformer coils, terminal devices, panelboard interiors, switchboard interiors, junction boxes, pullboxes, and other similar equipment enclosures.
3. Thoroughly clean equipment of all stains, paint spots, dirt, and dust. Remove all temporary labels not used for instruction or operation and remove all visible trade labels.

3.08 CEILING ACCESS AND OTHER ACCESS PANELS

A. Access panels are generally not shown on Drawings, but they are required to be provided and installed by Contractor.

B. Access panels shall be of size required to provide adequate access to equipment. Minimum size shall be 12” X 12” for hand access or 24" X 24" for body access. Minimum 16 gauge frame, not less than 18 gauge hinged door panel. Door locks shall be screwdriver operated for panels in general location applications and shall be key locked for public area applications.

C. Furnish and install access panels so that electrical transformers, boxes, devices, fixtures, valves, etc. that have electrical connections, and/or require maintenance, operation, or adjustment are made accessible. Include access panels for such equipment in otherwise inaccessible locations, including those concealed in floor, wall, and furred spaces or above ceiling. Access panels shall be by Milcor, Knapp, Nystorm or Inland Steel; coordinate selection with other Sections supplying similar access panels. Color of panel shall be selected by the Architect.

D. Panels shall include concealed hinges, cam type locking devices, and shall have a frame border type necessary for the particular wall or ceiling construction in which they are installed. Access panels shall be flush mounted, recessed frame type units. Access panels shall be prime coated steel, for field painting for general applications and stainless steel for use in toilet rooms, shower rooms, and similar wet locations.

E. Access panels shall have same fire rating classification as surface penetrated. Rated access panels must have U.L. Label.

END OF SECTION 26 05 00

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire.

B. Wiring connectors.

C. Electrical tape.

D. Heat shrink tubing.

E. Oxide inhibiting compound.

F. Wire pulling lubricant.

G. Cable ties.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2023.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).

E. ASTM B800 - Standard Specification for 8000 Series Aluminum Alloy Wire for Electrical Purposes - Annealed and Intermediate Tempers 2005 (Reapproved 2021).

F. ASTM B801 - Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy for Subsequent Covering or Insulation 2018 (Reapproved 2023).

G. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape 2017.

H. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes 2020.

I. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

J. NECA 104 - Standard for Installing Aluminum Building Wire and Cable 2012.

K. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2021.

L. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.

M. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

N. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.

O. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.

P. UL 267 - Outline of Investigation for Wire-Pulling Compounds Current Edition, Including All Revisions.

Q. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.

R. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.

S. UL 486D - Sealed Wire Connector Systems Current Edition, Including All Revisions.

T. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

C. Shop Drawings: Where aluminum conductors have been substituted for copper conductors, submit dimensioned drawings indicating the following:
   1. The route and length of substitued circuits.
   2. Voltage drop calculations for each substitued circuit, including the circuit load(s) used in the calculations.
   3. The size of each conductor, conductor grouping/arrangement, and conduit quantities and sizes.

D. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.

E. Field Quality Control Test Reports.

F. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
   1. Exceptions:

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.

H. Conductors and Cables Installed Where Exposed to Direct Rays of Sun: Listed and labeled as sunlight resistant.

I. Conductor Material:
   1. Provide copper conductors except where aluminum conductors are specifically indicated or permitted for substitution. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
      a. Substitution of aluminum conductors for copper is permitted, when approved by Owner and authority having jurisdiction, as indicated on plans. Where not indicated on plans or otherwise prohibited, aluminum conductors may be used as follows:
         1) Services: Copper conductors size 1/0 AWG and larger.
         2) Feeders: Copper conductors size 1/0 AWG and larger.
      b. Where aluminum conductors are substituted for copper, comply with the following:
         1) Size aluminum conductors to provide, when compared to copper sizes indicated, equivalent or greater ampacity and equivalent or less voltage drop.
         2) Increase size of raceways, boxes, wiring gutters, enclosures, etc. as required to accommodate aluminum conductors.
   2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   3. Tinned Copper Conductors: Comply with ASTM B33.
   4. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.

J. Minimum Conductor Size:
   1. Branch Circuits: 12 AWG.

K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

L. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color Coding Method: Integrally colored insulation.
   3. Color Code:
      a. 480Y/277 V, 3 Phase, 4 Wire System:
         1) Phase A: Brown.
         2) Phase B: Orange.
         3) Phase C: Yellow.
         4) Neutral/Grounded: Gray.
      b. 208Y/120 V, 3 Phase, 4 Wire System:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.
         4) Neutral/Grounded: White.
      c. 240/120 V High-Leg Delta, 3 Phase, 4 Wire System:
         1) Phase A: Black.
         2) Phase B (High-Leg): Orange.
         3) Phase C: Blue.
         4) Neutral/Grounded: White.
      d. 240/120 V, 1 Phase, 3 Wire System:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Neutral/Grounded: White.
      e. Equipment Ground, All Systems: Green.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Description: Single conductor insulated wire.

B. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.
      b. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation:
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
      a. Installed Underground: Type XHHW-2.
   2. Aluminum Building Wire (only where specifically indicated or permitted for substitution): Type XHHW-2.

2.04 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.

C. Wiring Connectors for Splices and Taps:
   1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
   2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
   3. Connectors for Aluminum Conductors: Use compression connectors.

D. Wiring Connectors for Terminations:
   1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
   2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
   3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
   4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
   5. Aluminum Conductors: Use compression connectors for all connections.
   6. Conductors for Control Circuits: Use crimped terminals for all connections.

E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

H. Mechanical Connectors: Provide bolted type or set-screw type.

I. Compression Connectors: Provide circumferential type or hex type crimp configuration.

J. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.

2.05 ACCESSORIES

A. Electrical Tape:
   1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
   2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
   3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil (0.76 mm); suitable for continuous temperature environment up to 194 degrees F (90 degrees C) and short-term 266 degrees F (130 degrees C) overload service.
   4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F (80 degrees C).
   5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil (2.3 mm).

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

D. Wire Pulling Lubricant:
   1. Listed and labeled as complying with UL 267.
   2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
   3. Suitable for use at installation temperature.

E. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.

3. Arrange circuiting to minimize splices.
4. Include circuit lengths required to install connected devices within 10 ft (3.0 m) of location indicated.
5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is permitted, under the following conditions:
   a. Branch circuits shall have dedicated neutral conductors. Sharing of neutral/grounded conductors among multiple single-phase branch circuits is not permitted.
   b. Up to three single-phase branch circuits rated not more than 30 amperes, of of different phases, may be installed in a single conduit, but conductor ampacities must be derated in accordance with the NEC and other applicable codes.
   c. Size raceways, boxes, etc. to accommodate conductors.
8. Provide oversized neutral/grounded conductors where indicated and as specified below.
   a. Provide 200 percent rated neutral for feeders fed from K-rated transformers.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install aluminum conductors in accordance with NECA 104.

E. Installation in Raceway:
1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
2. Pull all conductors and cables together into raceway at same time.
3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

F. Exposed Cable Installation (only where specifically permitted):
1. Route cables parallel or perpendicular to building structural members and surfaces.
2. Protect cables from physical damage.

G. Installation in Cable Tray: Also comply with Section 26 05 36.

H. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

I. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

J. Terminate cables using suitable fittings.

K. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.

L. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

N. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
   5. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.
   6. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   7. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

O. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
   1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
      a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
   2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
      a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
      b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
   3. Wet Locations: Use heat shrink tubing.

P. Insulate ends of spare conductors using vinyl insulating electrical tape.

Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is only required for conductors larger than #4 AWG. The resistance test for parallel conductors listed as optional is required.
   1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.

D. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION 26 05 19

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Ground bars.

E. Ground rod electrodes.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings 2022.

D. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.

E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify exact locations of underground metal water service pipe entrances to building.
   2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install ground rod electrodes until final backfill and compaction is complete.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are

verified, and where acceptable to the authority having jurisdiction.

B. Do not use products for applications other than as permitted by NFPA 70 and product listing.

C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

E. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 2 Ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
   3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

F. Grounding Electrode System:
   1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
      a. Provide continuous grounding electrode conductors without splice or joint.
      b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
   2. Metal Underground Water Pipe(s):
      a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet (3.0 m) at an accessible location not more than 5 feet (1.5 m) from the point of entrance to the building.
      b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
      c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
   3. Metal In-Ground Support Structure:
      a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
   4. Concrete-Encased Electrode:
      a. Provide connection to concrete-encased electrode consisting of not less than 20 feet (6.0 m) of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
   5. Ground Rod Electrode(s):
      a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
      b. Space electrodes not less than 10 feet (3.0 m) from each other and any other ground electrode.
      c. Where location is not indicated, locate electrode(s) at least 5 feet (1.5 m) outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
   6. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

G. Service-Supplied System Grounding:

1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.
2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.

H. Separately Derived System Grounding:
1. Separately derived systems include, but are not limited to:
   a. Transformers (except autotransformers such as buck-boost transformers).
   b. Uninterruptible power supplies (UPS), when configured as separately derived systems.
   c. Generators, when neutral is switched in the transfer switch.
2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.
3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system, where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.
4. Outdoor Source: Where the source of the separately derived system is located outside the building or structure supplied, provide connection to grounding electrode at source in accordance with NFPA 70.
5. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
6. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

I. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
   a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
   b. Metal gas piping.
   c. Metal process piping.
8. Provide bonding for metal building frame.
9. Provide bonding and equipment grounding for pools and fountains and associated equipment in accordance with NFPA 70.

J. Communications Systems Grounding and Bonding:
   1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.
   2. Provide bonding jumper in raceway from intersystem bonding termination to each communications room or backboard and provide ground bar for termination.
      a. Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.
      b. Raceway Size: 3/4 inch (21 mm) trade size unless otherwise indicated or required.
      c. Ground Bar Size: 1/4 by 2 by 12 inches (6 by 50 by 300 mm) unless otherwise indicated or required.
      d. Ground Bar Mounting Height: 18 inches (450 mm) above finished floor unless otherwise indicated.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
   2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
   1. Use insulated copper conductors unless otherwise indicated.
      a. Exceptions:
         1) Use bare copper conductors where installed underground in direct contact with earth.
         2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

D. Ground Bars:
   1. Description: Copper rectangular ground bars with mounting brackets and insulators.
   2. Size: As indicated.
   3. Holes for Connections: As indicated or as required for connections to be made.

E. Ground Rod Electrodes:
   1. Comply with NEMA GR 1.
   2. Material: Copper-bonded (copper-clad) steel.
   3. Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
   1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches (150 mm) below finished grade.
   2. Indoor Installations: Unless otherwise indicated, install with 4 inches (100 mm) of top of rod exposed.

D. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

E. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION 26 05 26

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

1.03 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2023.

D. MFMA-4 - Metal Framing Standards Publication 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 5B - Strut-Type Channel Raceways and Fittings Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
   2. Coordinate work to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
   4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
   5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install products on or provide attachment to concrete surfaces until concrete has cured; see Section 03 30 00.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Comply with the following. Where requirements differ, comply with most stringent.
      a. NFPA 70.
      b. Applicable building code.

c. Requirements of authorities having jurisdiction.
2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported with minimum safety factor of 2.0. Include consideration for vibration, equipment operation, and shock loads where applicable.
5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
   a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
   b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
   c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
   d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
2. Conduit Clamps: Bolted type unless otherwise indicated.

C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.

D. Metal Channel/Strut Framing Systems:
1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
2. Comply with MFMA-4.

E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.

F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install hangers and supports in accordance with NECA 1.

C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:
   1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
   2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
   4. Unless otherwise indicated, mount floor-mounted equipment on properly sized concrete pad 3 inches (80 mm) in height; see Section 03 30 00.
   5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Secure fasteners in accordance with manufacturer's recommended torque settings.

I. Remove temporary supports.

END OF SECTION 26 05 29

SECTION 26 05 33.13

CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).

B. Flexible metal conduit (FMC).

C. Liquidtight flexible metal conduit (LFMC).

D. Galvanized steel electrical metallic tubing (EMT).

E. Rigid polyvinyl chloride (PVC) conduit.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.

B. Section 07 84 00 - Firestopping.

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

D. Section 26 05 29 - Hangers and Supports for Electrical Systems.

E. Section 26 05 33.16 - Boxes for Electrical Systems.

F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC) 2020.

B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2020.

C. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2020.

E. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.

F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.

G. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.

H. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2021.

I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 1 - Flexible Metal Conduit Current Edition, Including All Revisions.

K. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.

L. UL 360 - Liquid-Tight Flexible Metal Conduit Current Edition, Including All Revisions.

M. UL 514B - Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.

N. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.

O. UL 797 - Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.

P. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

B. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2-inch (53 mm) trade size and larger.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

C. Underground:
1. Under Slab on Grade: Use rigid PVC conduit.
2. Exterior, Direct-Buried: Use rigid PVC conduit.
3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
4. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) where emerging from underground.
5. Where rigid polyvinyl (PVC) conduit larger than 2-inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit (RMC) elbows for bends.

D. Embedded Within Concrete:
1. Within Slab on Grade: Not permitted.
2. Within Slab Above Ground: Not permitted.
3. Within Concrete Walls Above Ground: Use galvanized steel electrical metallic tubing (EMT) or rigid PVC conduit.
4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) or galvanized steel electrical metallic tubing (EMT) where emerging from

concrete.

E. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit (RMC) or galvanized steel electrical metallic tubing (EMT).

F. Concealed Within Hollow Stud Walls: Use galvanized steel electrical metallic tubing (EMT).

G. Concealed Above Accessible Ceilings: Use galvanized steel electrical metallic tubing (EMT).

H. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC) or galvanized steel electrical metallic tubing (EMT).

I. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel electrical metallic tubing (EMT).

J. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC).
   1. Locations subject to physical damage include, but are not limited to:
      a. Where exposed below 8 feet (2.4 m), except within electrical and communication rooms or closets.
      b. Where exposed below 20 feet (6.1 m) in warehouse areas.

K. Exposed, Interior, Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).
   1. Locations subject to severe physical damage include, but are not limited to:
      a. High traffic industrial and warehouse areas where exposed below 8 feet (2.4 m), except within electrical and communication rooms or closets.
      b. Where exposed below 20 feet (6.1 m) in industrial manufacturing areas.

L. Exposed, Exterior, Not Subject to Severe Physical Damage: Use galvanized steel electrical metallic tubing (EMT).

M. Exposed, Exterior, Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).
   1. Exterior locations subject to severe physical damage include, but are not limited to:
      a. Where exposed to vehicular traffic below 20 feet (6.1 m).

N. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel electrical metallic tubing (EMT).

O. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).
   1. Maximum Length: 6 feet (1.8 m).

P. Flexible Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit (FMC).
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
   3. Maximum Length: 6 feet (1.8 m) unless otherwise indicated.
   4. Vibrating equipment includes, but is not limited to:
      a. Transformers.
      b. Motors.

Q. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC).

2.02 CONDUIT - GENERAL REQUIREMENTS

A. Comply with NFPA 70.

B. Provide conduit, fittings, supports, and accessories required for complete raceway system.

C. Provide products listed, classified, and labeled as suitable for purpose intended.

D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

B. Fittings:
1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
2. Material: Use steel or malleable iron.
3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.04 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.

2.06 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Material: Use steel or malleable iron.
3. Connectors and Couplings: Use compression/gland or set-screw type.
a. Do not use indenter type connectors and couplings.
4. Embedded Within Concrete, Where Permitted: Use fittings listed as concrete-tight. Fittings that require taping to be concrete-tight are acceptable.

2.07 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

B. Fittings:
1. Manufacturer: Same as manufacturer of conduit to be connected.
2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.08 ACCESSORIES

A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch (0.51 mm).

B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

D. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf (5.6 kN).

E. Sealing Systems for Concrete Penetrations:
   1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
   2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.

F. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.

G. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

H. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

I. Duct Bank Spacers: Nonmetallic; designed for maintaining conduit/duct spacing for concrete encasement in open trench installation; suitable for conduit/duct arrangement to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install conduit in accordance with NECA 1.

C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.

D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

E. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated without specific routing, determine exact routing required.
   3. Conceal conduits unless specifically indicated to be exposed.
   4. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
      c. Within joists in areas with no ceiling.

5. Unless otherwise approved, do not route exposed conduits:
   a. Across floors.
   b. Across top of parapet walls.
   c. Across building exterior surfaces.
6. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
7. Arrange conduit to maintain adequate headroom, clearances, and access.
8. Arrange conduit to provide no more than equivalent of three 90-degree bends between pull points.
9. Arrange conduit to provide no more than 150 feet (46 m) between pull points.
10. Route conduits above water and drain piping where possible.
11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
12. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
13. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:
    a. Heaters.
    b. Hot water piping.
    c. Flues.
14. Group parallel conduits in same area on common rack.

F. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use conduit strap to support single surface-mounted conduit.
   a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
8. Use nonpenetrating rooftop supports to support conduits routed across rooftops, where approved.
9. Use of spring steel conduit clips for support of conduits is not permitted.
10. Use of wire for support of conduits is not permitted.

G. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
3. Use suitable adapters where required to transition from one type of conduit to another.
4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
6. Where spare conduits stub up through concrete floors and are not terminated in box or enclosure, provide threaded couplings equipped with threaded plugs set flush with finished floor.

7. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
8. Secure joints and connections to provide mechanical strength and electrical continuity.

H. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Provide suitable sealing system where conduits penetrate exterior wall below grade.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
8. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 07 84 00.

I. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
   a. Underground, Exterior: 36 inches (920 mm).
   b. Under Slab on Grade: 12 inches (300 mm) to bottom of slab.
2. Provide underground warning tape along entire conduit length for service entrance where not concrete-encased; see Section 26 05 53.

J. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide minimum concrete cover of 3 inches (76 mm) on all sides unless otherwise indicated; see Section 03 30 00.

K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
3. Where conduits are subject to earth movement by settlement or frost.

L. Conduit Sealing:
1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
   a. Where conduits enter building from outside.
   b. Where service conduits enter building from underground distribution system.
   c. Where conduits enter building from underground.
   d. Where conduits may transport moisture to contact live parts.
2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
   a. Where conduits pass from outdoors into conditioned interior spaces.
   b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

M. Provide grounding and bonding; see Section 26 05 26.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 26 05 33.13

SECTION 26 05 33.16

BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).

C. Boxes and enclosures for integrated power, data, and audio/video.

D. Floor boxes.

E. Underground boxes/enclosures.

1.02 RELATED REQUIREMENTS

A. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 33.13 - Conduit for Electrical Systems:
   1. Conduit bodies and other fittings.
   2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

E. Section 26 27 26 - Wiring Devices:
   1. Wall plates.
   2. Floor box service fittings.
   3. Poke-through assemblies.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.

E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013 (Reaffirmed 2020).

F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. SCTE 77 - Specifications for Underground Enclosure Integrity 2017.

H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.

I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.

J. UL 508A - Industrial Control Panels Current Edition, Including All Revisions.

K. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, floor boxes, and underground boxes/enclosures.
1. Underground Boxes/Enclosures: Include reports for load testing in accordance with SCTE 77 certified by a professional engineer or an independent testing agency upon request.

C. Project Record Documents: Record actual locations for outlet and device boxes, pull boxes, cabinets and enclosures, floor boxes, and underground boxes/enclosures.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, for additional provisions.
2. Keys for Lockable Enclosures: Two of each different key.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.

3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use cast iron boxes where exposed galvanized steel rigid metal conduit is used.
4. Use suitable concrete type boxes where flush-mounted in concrete.
5. Use suitable masonry type boxes where flush-mounted in masonry walls.
6. Use raised covers suitable for the type of wall construction and device configuration where required.
7. Use shallow boxes where required by the type of wall construction.
8. Do not use "through-wall" boxes designed for access from both sides of wall.
9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
13. Wall Plates: Comply with Section 26 27 26.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
   a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
   a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
   b. Back Panels: Painted steel, removable.
5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.

D. Boxes and Enclosures for Integrated Power, Data, and Audio/Video: Size and configuration as indicated or as required with partitions to separate services; field-connected gangable boxes may be used.

E. Floor Boxes:
1. Description: Floor boxes compatible with floor box service fittings provided in accordance with Section 26 27 26; with partitions to separate multiple services; furnished with all components, adapters, and trims required for complete installation.
2. Use cast iron floor boxes within slab on grade.
3. Use sheet-steel or cast iron floor boxes within slab above grade.
4. Metallic Floor Boxes: Fully adjustable (with integral means for leveling adjustment prior to and after concrete pour).

F. Underground Boxes/Enclosures:

1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
2. Size: As indicated on drawings.
3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches (300 mm).
4. Applications:
   a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 8 load rating.
   b. Parking Lots, in Areas Subject Only To Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 15 load rating.
   c. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
5. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
   a. Combination fiberglass/polymer concrete boxes/enclosures are acceptable.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Box Locations:
   1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
   2. Unless dimensioned, box locations indicated are approximate.
   3. Locate boxes as required for devices installed under other sections or by others.
   4. Locate boxes so that wall plates do not span different building finishes.
   5. Locate boxes so that wall plates do not cross masonry joints.
   6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
   7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches (150 mm) horizontal separation unless otherwise indicated.
   8. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches (610 mm) horizontal separation.
   9. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
      a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches (610 mm) separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
      b. Do not install flush-mounted boxes with area larger than 16 square inches (0.0103 sq m) or such that the total aggregate area of openings exceeds 100 square inches (0.0645 sq m) for any 100 square feet (9.29 sq m) of wall area.

10. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.

E. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

F. Install boxes plumb and level.

G. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6 mm) or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.

H. Install boxes as required to preserve insulation integrity.

I. Metallic Floor Boxes: Install box level at the proper elevation to be flush with finished floor.

J. Underground Boxes/Enclosures:
   1. Install enclosure on gravel base, minimum 6 inches (150 mm) deep.
   2. Flush-mount enclosures located in concrete or paved areas.
   3. Mount enclosures located in landscaped areas with top at 1 inch (25 mm) above finished grade.
   4. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.

K. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

L. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

M. Close unused box openings.

N. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

O. Provide grounding and bonding in accordance with Section 26 05 26.

P. Identify boxes in accordance with Section 26 05 53.

3.03 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION 26 05 33.16

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.

B. Identification nameplates and labels.

C. Wire and cable markers.

D. Voltage markers.

E. Floor marking tape.

F. Warning signs and labels.

1.02 RELATED REQUIREMENTS

A. Section 09 91 13 - Exterior Painting.

B. Section 09 91 23 - Interior Painting.

C. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

D. Section 26 05 73 - Power System Studies: Arc flash hazard warning labels.

1.03 REFERENCE STANDARDS

A. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels 2011 (Reaffirmed 2017).

B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. UL 969 - Marking and Labeling Systems Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

B. Sequencing:
   1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
   2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

B. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
      a. Panelboards:
         1) Identify ampere rating.
         2) Identify voltage and phase.
         3) Identify power source and circuit number. Include location when not within sight of equipment.
         4) Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.
         5) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces.
      b. Transformers:
         1) Identify kVA rating.
         2) Identify voltage and phase for primary and secondary.
         3) Identify power source and circuit number. Include location when not within sight of equipment.
         4) Identify load(s) served. Include location when not within sight of equipment.
      c. Enclosed switches, circuit breakers, and motor controllers:
         1) Identify voltage and phase.
         2) Identify power source and circuit number. Include location when not within sight of equipment.
         3) Identify load(s) served. Include location when not within sight of equipment.
      d. Busway:
         1) Identify voltage and phase.
         2) Identify power source and circuit number. Include location when not within sight of equipment.
         3) Provide identification at maximum intervals of 40 feet (12 m).
         4) Use identification nameplate to identify load(s) served for each plug-in unit. Include location when not within sight of equipment.
      e. Enclosed Contactors:
         1) Identify voltage and phase.
         2) Identify coil voltage.
      f. Centralized Emergency Lighting Inverters:
         1) Identify input and output voltage and phase.
         2) Identify power source and circuit number for normal power source. Include location when not within sight of equipment.
         3) Identify load(s) served. Include location.
      g. Transfer Switches:
         1) Identify voltage and phase.
         2) Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
         3) Identify load(s) served. Include location when not within sight of equipment.

4) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.

2. Service Equipment:
   a. Use identification nameplate to identify each service disconnecting means.
   b. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.
3. Emergency System Equipment:
   a. Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.
   b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.
   c. Use identification nameplate to identify emergency operating instructions for emergency system equipment.
4. Use voltage marker to identify highest voltage present for each piece of electrical equipment.
5. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
6. Use identification label on inside of door at each fused switch to identify required NEMA fuse class and size.
7. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".
8. Use field-painted floor markings, floor marking tape, or warning labels to identify required equipment working clearances where indicated or where required by the authority having jurisdiction.
   a. Field-Painted Floor Markings: Alternating black and white stripes, 3 inches (76 mm) wide, painted in accordance with Section 09 91 23 and 09 91 13.
9. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
   a. Service equipment.
   b. Industrial control panels.
   c. Motor control centers.
   d. Elevator control panels.
   e. Industrial machinery.
10. Arc Flash Hazard Warning Labels: Comply with Section 26 05 73.
11. Use warning signs to identify electrical hazards for entrances to all rooms and other guarded locations that contain exposed live parts operating at 600 V nominal or less with the word message "DANGER; Electrical hazard; Authorized personnel only" or approved equivalent.

B. Identification for Conductors and Cables:
   1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
   2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
   3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
      a. At each source and load connection.
      b. Within boxes when more than one circuit is present.
      c. Within equipment enclosures when conductors and cables enter or leave the enclosure.

C. Identification for Cabinets and Miscellaneous Equipment Enclosures
   1. Use identification labels to identify enclosed equipment, supplying panel and circuit number(where applicable).

D. Identification for Boxes:
   1. Use identification labels to identify circuits enclosed.
   2. Use warning labels to identify electrical hazards for boxes containing exposed live parts or exposed conductors operating at over 600 V nominal with the word message "DANGER; HIGH VOLTAGE; KEEP OUT".

E. Identification for Devices:
   1. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.
   2. Use identification label or engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.
   3. Use identification label to identify receptacles protected by upstream GFI protection, where permitted.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
   1. Materials:
      a. Indoor Clean, Dry Locations: Use plastic nameplates.
      b. Outdoor Locations: Use plastic or stainless steel nameplates suitable for exterior use.
   2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
      a. Exception: Provide minimum thickness of 1/8 inch (3 mm) when any dimension is greater than 4 inches (100 mm).
   3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.
   4. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.

B. Identification Labels:
   1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
   2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:
   1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
   2. Legend:
      a. Equipment designation or other approved description.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height:
      a. System Designation: 1 inch (25 mm).
      b. Equipment Designation: 1/2 inch (13 mm).
   5. Color:
      a. Normal Power System: White text on black background.
      b. Emergency Power System: White text on Orange background.
      c. Fire Alarm System: White text on red background.

D. Format for Caution and Warning Messages:
   1. Minimum Size: 2 inches (51 mm) by 4 inches (100 mm).

2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/2 inch (13 mm).
5. Color: Black text on yellow background unless otherwise indicated.

2.03 WIRE AND CABLE MARKERS

A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

C. Legend: Power source and circuit number or other designation indicated.

D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
1. Do not use handwritten text.

E. Minimum Text Height: 1/8 inch (3 mm).

F. Color: Black text on white background unless otherwise indicated.

2.04 VOLTAGE MARKERS

A. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

B. Minimum Size:
1. Markers for Equipment: 1 1/8 by 4 1/2 inches (29 by 110 mm).

C. Legend:
1. Markers for Voltage Identification: Highest voltage present.
2. Markers for System Identification:
a. Emergency Power System: Text "EMERGENCY".

D. Color: Black text on orange background unless otherwise indicated.

2.05 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:
1. Materials:
2. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.

C. Warning Labels:
1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   1. Surface-Mounted Equipment: Enclosure front.
   2. Flush-Mounted Equipment: Inside of equipment door.
   3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   4. Elevated Equipment: Legible from the floor or working platform.
   5. Interior Components: Legible from the point of access.
   6. Conduits: Legible from the floor.
   7. Boxes: Outside face of cover.
   8. Conductors and Cables: Legible from the point of access.
   9. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Mark all handwritten text, where permitted, to be neat and legible.

3.03 FIELD QUALITY CONTROL

A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION 26 05 53

SECTION 26 05 73

POWER SYSTEM STUDIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Short-circuit study.

B. Protective device coordination study.

C. Arc flash and shock risk assessment.
   1. Includes arc flash hazard warning labels.

D. Criteria for the selection and adjustment of equipment and associated protective devices not specified in this section, as determined by studies to be performed.

1.02 RELATED REQUIREMENTS

A. Section 26 05 53 - Identification for Electrical Systems: Additional requirements for arc flash hazard warning labels.

1.03 REFERENCE STANDARDS

A. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels 2011 (Reaffirmed 2017).

B. IEEE 141 - IEEE Recommended Practice for Electric Power Distribution for Industrial Plants 1993 (Reaffirmed 1999).

C. IEEE 242 - IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems 2001, with Errata (2003).

D. IEEE 399 - IEEE Recommended Practice for Industrial and Commercial Power Systems Analysis 1997.

E. IEEE 551 - IEEE Recommended Practice for Calculating Short-Circuit Currents in Industrial and Commercial Power Systems 2006.

F. IEEE 1584 - IEEE Guide for Performing Arc-Flash Hazard Calculations 2018, with Errata (2019).

G. NEMA MG 1 - Motors and Generators 2021.

H. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.

I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. NFPA 70E - Standard for Electrical Safety in the Workplace 2024.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work to provide equipment and associated protective devices complying with criteria for selection and adjustment, as determined by studies to be performed.
   2. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Submit study reports prior to or concurrent with product submittals.
   2. Do not order equipment until matching study reports and product submittals have both been evaluated by Architect.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Study preparer's qualifications.

C. Study reports, signed and sealed and signed by study preparer.

D. Arc Flash Hazard Warning Label Samples: One of each type and legend specified.

E. Certification that field adjustable protective devices have been set in accordance with requirements of studies.

F. Project Record Documents: Revise studies as required to reflect as-built conditions.
   1. Include hard copies with operation and maintenance data submittals.
   2. Include computer software files used to prepare studies with file name(s) cross-referenced to specific pieces of equipment and systems.

1.06 POWER SYSTEM STUDIES

A. Scope of Studies:
   1. Except where study descriptions below indicate exclusions, analyze system at each bus from primary protective devices of utility source down to each piece of equipment involved, including parts of system affecting calculations being performed (e.g. fault current contribution from motors).
   2. Include in analysis alternate sources and operating modes (including known future configurations) to determine worst case conditions.

B. General Study Requirements:
   1. Comply with NFPA 70.
   2. Perform studies utilizing computer software complying with specified requirements; manual calculations are not permitted.

C. Data Collection:
   1. Compile information on project-specific characteristics of actual installed equipment, protective devices, feeders, etc. as necessary to develop single-line diagram of electrical distribution system and associated input data for use in system modeling.
      a. Utility Source Data: Include primary voltage, maximum and minimum three-phase and line-to-ground fault currents, impedance, X/R ratio, and primary protective device information.
         1) Obtain up-to-date information from Utility Company.
      b. Generators: Include manufacturer/model, kW and voltage ratings, and impedance.
      c. Motors: Include manufacturer/model, type (e.g. induction, synchronous), horsepower rating, voltage rating, full load amps, and locked rotor current or NEMA MG 1 code letter designation.
      d. Transformers: Include primary and secondary voltage ratings, kVA rating, winding configuration, percent impedance, and X/R ratio.
      e. Protective Devices:
         1) Circuit Breakers: Include manufacturer/model, type (e.g. thermal magnetic, electronic trip), frame size, trip rating, voltage rating, interrupting rating, available field-adjustable trip response settings, and features (e.g. zone selective interlocking).
         2) Fuses: Include manufacturer/model, type/class (e.g. Class J), size/rating, and speed (e.g. time delay, fast acting).

f. Protective Relays: Include manufacturer/model, type, settings, current/potential transformer ratio, and associated protective device.
g. Conductors: Include feeder size, material (e.g. copper, aluminum), insulation type, voltage rating, number per phase, raceway type, and actual length.

D. Short-Circuit Study:
1. Comply with IEEE 551 and applicable portions of IEEE 141, IEEE 242, and IEEE 399.
2. For purposes of determining equipment short circuit current ratings, consider conditions that may result in maximum available fault current, including but not limited to:
a. Maximum utility fault currents.
b. Maximum motor contribution.
c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).
3. For each bus location, calculate the maximum available three-phase bolted symmetrical and asymmetrical fault currents. For grounded systems, also calculate the maximum available line-to-ground bolted fault currents.

E. Protective Device Coordination Study:
1. Comply with applicable portions of IEEE 242 and IEEE 399.
2. Analyze alternate scenarios considering known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).
3. Analyze protective devices and associated settings for suitable margins between time-current curves to provide adequate protection for equipment and conductors while achieving full selective coordination.

F. Arc Flash and Shock Risk Assessment:
1. Comply with NFPA 70E.
2. Perform incident energy and arc flash boundary calculations in accordance with IEEE 1584 (as referenced in NFPA 70E Annex D), where applicable.
a. Where reasonable, study preparer may assume a maximum clearing time of two seconds in accordance with IEEE 1584, provided that the conditions are such that a worker's egress from an arc flash event would not be inhibited.
b. For single-phase systems, study preparer to perform calculations assuming three-phase system in accordance with IEEE 1584 using single phase bolted fault current, yielding conservative results.
3. For equipment with main devices mounted in separate compartmentalized sections, perform calculations on both the line and load side of the main device.
4. Analyze alternate scenarios considering conditions that may result in maximum incident energy, including but not limited to:
a. Maximum and minimum utility fault currents.
b. Maximum and minimum motor contribution.
c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).

G. Study Reports:
1. General Requirements:
a. Identify date of study and study preparer.
b. Identify study methodology and software product(s) used.
c. Identify scope of studies, assumptions made, implications of possible alternate scenarios, and any exclusions from studies.
d. Identify base used for per unit values.
e. Include single-line diagram and associated input data used for studies; identify buses on single-line diagram as referenced in reports, and indicate bus voltage.
f. Include conclusions and recommendations.
2. Short-Circuit Study:
a. For each scenario, identify at each bus location:

1) Calculated maximum available symmetrical and asymmetrical fault currents (both three-phase and line-to-ground where applicable).
2) Fault point X/R ratio.
3) Associated equipment short circuit current ratings.

b. Identify locations where the available fault current exceeds the equipment short circuit current rating, along with recommendations.

3. Protective Device Coordination Study:
   a. For each scenario, include time-current coordination curves plotted on log-log scale graphs.
   b. For each graph include (where applicable):
      1) Partial single-line diagram identifying the portion of the system illustrated.
      2) Protective Devices: Time-current curves with applicable tolerance bands for each protective device in series back to the source, plotted up to the maximum available fault current at the associated bus.
      3) Conductors: Damage curves.
      4) Transformers: Inrush points and damage curves.
      5) Generators: Full load current, overload curves, decrement curves, and short circuit withstand points.
      6) Motors: Full load current, starting curves, and damage curves.
      7) Capacitors: Full load current and damage curves.
   c. For each protective device, identify fixed and adjustable characteristics with available ranges and recommended settings.
      1) Circuit Breakers: Include long time pickup and delay, short time pickup and delay, and instantaneous pickup.
      2) Include ground fault pickup and delay.
      3) Include fuse ratings.
      4) Protective Relays: Include current/potential transformer ratios, tap, time dial, and instantaneous pickup.
   d. Identify cases where either full selective coordination or adequate protection is not achieved, along with recommendations.
4. Arc Flash and Shock Risk Assessment:
   a. For the worst case for each scenario, identify at each bus location:
      1) Calculated incident energy and associated working distance.
      2) Calculated arc flash boundary.
      3) Bolted fault current.
      4) Arcing fault current.
      5) Clearing time.
      6) Arc gap distance.
   b. For purposes of producing arc flash hazard warning labels, summarize the maximum incident energy and associated data reflecting the worst case condition of all scenarios at each bus location.
   c. Include recommendations for reducing the incident energy at locations where the calculated maximum incident energy exceeds 8 calories per sq cm.

1.07 QUALITY ASSURANCE

A. Study Preparer Qualifications: Professional electrical engineer licensed in the State in which the Project is located and with minimum five years experience in preparation of studies of similar type and complexity using specified computer software.
   1. Study preparer may be employed by manufacturer of electrical distribution equipment.

B. Computer Software for Study Preparation: Use the latest edition of commercially available software utilizing specified methodologies.

PART 2 PRODUCTS

2.01 ARC FLASH HAZARD WARNING LABELS

A. Provide warning labels complying with ANSI Z535.4 to identify arc flash hazards for each work location analyzed by the arc flash and shock risk assessment.
   1. Materials: Comply with Section 26 05 53.
   2. Legend: Provide custom legend in accordance with NFPA 70E based on equipment-specific data as determined by arc flash and shock risk assessment.
      a. Include the text "Arc Flash and Shock Hazard; Appropriate PPE Required" or approved equivalent.
      b. Include the following information:
         1) Arc flash boundary.
         2) Available incident energy and corresponding working distance.
         3) Site-specific PPE (personnel protective equipment) requirements.
         4) Nominal system voltage.
         5) Limited approach boundary.
         6) Restricted approach boundary.
         7) Equipment identification.
         8) Study preparer, report reference, and date calculations were performed.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install arc flash warning labels in accordance with Section 26 05 53.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Adjust equipment and protective devices for compliance with studies and recommended settings.

D. Notify Architect of any conflicts with or deviations from studies. Obtain direction before proceeding.

END OF SECTION 26 05 73

SECTION 26 12 19

PAD-MOUNTED, LIQUID-FILLED, MEDIUM-VOLTAGE TRANSFORMERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Medium-voltage, liquid-filled, pad-mounted transformers.

B. This specification has been prepared to assist in early procurement of equipment. Instructions and deliverables indicated herein are intended for the manufacture, supply, and delivery of the components. A subsequent specification will be issued to outline acceptance, installation, and commissioning of the transformer(s).

1.02 DEFINITIONS

A. Transformers may also be identified as MV XFMR or XFMR.

B. BIL: Basic Impulse Insulation Level

C. Bushing: An insulating structure including a central conductor, or providing a central passage for a conductor, with provision for mounting on a barrrier, conducting or otherwise, for the purpose of insulating the conductor from the barrier and conducting current from one side of the barrier to the other.

D. Bushing Elbow: An insulated device used to connect insulated conductors to separable insulated connectors on dead-front, pad-mounted transformers and to provide a fully insulated connection.

E. Bushing Insert: That component of a separable insulated connector that is inserted into a bushing well to complete a dead-front, load break or non-load break, separable insulated connector (bushing).

F. Bushing Well: A component of a separable insulated connector, either permanently welded or clamped to an enclosure wall or barrier, having a cavity that receives a replaceable component (bushing insert) to complete the separable insulated connector (bushing).

G. Elbow Connector: See "Bushing Elbow".

1.03 REFERENCE STANDARDS

A. 10 CFR 429 - Certification, Compliance, and Enforcement for Consumer Products and Commercial and Industrial Equipment Current Edition.

B. 10 CFR 431, Subpart K - Energy Efficiency Program for Certain Commercial and Industrial Equipment - Distribution Transformers Current Edition.

C. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels 2011 (Reaffirmed 2017).

D. IEEE C57.12.00 - IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers 2021.

E. IEEE C57.12.28 - IEEE Standard for Pad-Mounted Equipment -- Enclosure Integrity 2014.

F. IEEE C57.12.29 - IEEE Standard for Pad-Mounted Equipment—Enclosure Integrity for Coastal Environments 2014.

G. IEEE C57.12.34 - IEEE Standard Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 10 MVA and Smaller; High-Voltage, 34.5 kV Nominal System Voltage and Below; Low-Voltage, 15 kV Nominal System Voltage and Below 2015.

H. IEEE C57.12.90 - IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers 2021.

I. ISO 9001 - Quality Management Systems — Requirements 2015.

J. ISO 14001 - Environmental Management Systems — Requirements with Guidance for Use 2015.

K. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

L. NFPA 70E - Standard for Electrical Safety in the Workplace 2024.

1.04 SUBMITTALS

A. Provide sufficient information to determine compliance with this specification and other Contract Documents as applicable. Identify submittal data with specific equipment tags and/or service descriptions to which they pertain. Identify specific model numbers, options, and features of equipment proposed.

B. Product Data: Provide manufacturer's standard data sheets for transformers, enclosures, components, and accessories. Include rated capacities and operating characteristics.

C. Shop Drawings: Indicate enclosure dimensions, kVA, primary and secondary nominal voltage, voltage taps, required clearances, and unit weight (both empty and filled).
   1. Include Plans and elevations showing major components and features.
   2. Include a plan view and cross section of equipment base showing clearances, required workspaces, and locations of penetrations for grounding and conduits.
   3. Include details of equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field asembly, compoonents, and location and size of each field connection.
   4. Include single line diagram.
   5. Include nameplate data.
   6. Manufacturer's published time-current curves of the transformer high-voltage fuses, with transformer damage curve, inrush curve, and thru-fault current indicated.

D. Operation and Maintenance Data:
   1. Provide detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.

E. Executed warranty.

1.05 QUALITY ASSURANCE

A. Comply with the following:
   1. Referenced standards.
   2. NFPA 70.
   3. Requirements of local authorities having jurisdiction.
   4. Applicable local codes.

B. Manufacturer Qualifications:
   1. Firm engaged in manufacture of specified products of types and sizes required, and whose products have been in satisfactory use in similar service for minimum of 10 years.

2. Certified in accordance with ISO 9001 with applicable quality assurance system regularly reviewed and audited by third-party registrar. Develop and control manufacturing, inspection, and testing procedures under guidelines of quality assurance system.
3. Service, repair, and technical support services available 24 hours per day, 7 days per week from manufacturer or their representative.
4. Certified in accordance with ISO 14001.

1.06 WARRANTY

A. Manufacturer Warranty: Provide manufacturer warranty for defects in material and workmanship for 12 months from date of commissioning or 18 months from date of shipment, whichever comes first.

PART 2 PRODUCTS

2.01 MEDIUM-VOLTAGE LIQUID-FILLED, PAD-MOUNTED TRANSFORMERS

A. Transformer Rating/Configuration:
   1. Primary Voltage: 12.47 kV, delta.
   2. Secondary Voltage: 208 V, wye, 4-wire, 60 Hz.
   3. kVA Rating: 300 kVA.

B. List and label as complying with IEEE C57.12.00 and IEEE C57.12.34.

C. Efficiency: Comply with 10 CFR 431, Subpart K; registered on Department of Energy's Compliance Certification Database in accordance with 10 CFR 429.

D. Cooling Type: Less flammable seed oil; non-mineral oil natural, air natural (KNAN).

E. Primary Taps: Two 2.5 percent full capacity above normal, two 2.5 percent full capacity below normal.

F. Impedance: 1.55 percent, plus/minus 0.05 percent.

G. Temperature Rise: Average 65 degrees C above maximum 40-degree C, average 30-degree C ambient at rated kVA output, without loss of service life expectancy.

H. Basic Impulse Levels (BIL):
   1. 95 kV for 15 kV class.

I. High-Voltage Terminations and Equipment: Dead-front.

J. Bushings:
   1. High-Voltage Dead-Front Bushings:
      a. 200 A Bushings: Universal wells or one-piece integrated for use with separable connectors; externally clamped and front-removable.
   2. Low-Voltage Bushings:
      a. Molded polymer, provided with blade-type spade terminals with NEMA standard hole spacing arranged for vertical take-off.
      b. Provide low-voltage neutral insulated bushing, grounded to tank by removable ground strap.

K. Switches:
   1. Provide load-break, gang-operated, liquid-immersed switch, externally operable from high-voltage compartment with distribution hot-stick.
   2. Switch Type: 2-position, OFF-ON for radial-feed system.
   3. Switch Rating: 200 A.

L. Primary Fuses:

1. Designed and rated to provide thermal protection of transformer by sensing overcurrent and high liquid temperature.
2. 150 kV BIL current-limiting fuses, conforming to requirements of IEEE C37.47.
3. Interrupting Rating: 50,0000 A rms symmetrical at system voltage.
4. Fuse Assembly: Bayonet-type, liquid-immersed, expulsion fuses in series with liquid-immersed current-limiting fuses. Bayonet fuse shall sense both high currents and high oil temperature to provide thermal protection to the transformer.
5. Provide bayonet fuse assembly with an oil retention valve and an external drip shield inside the housing to eliminate or minimize oil spills.
6. Bay-O-Net fuses shalll be externally replaceable with hot-stick without opening transformer tank.
7. Provide a conspicuously displayed warning sign adjacent to bayonet fuses, cautioning against removing or inserting fuses unless transformer has been de-energized and tank pressure has been released.

M. Surge Protection:
1. Provide three distribution class, metal-oxide-varistor type lightning arresters mounted in high-voltage compartment.
   a. Arresters shall be fully shielded, separable-elbow type, suitable for plugging into the high-voltage compartment bushing inserts or connectors.

N. Transformer Cores:
1. Construct of high-grade, grain-oriented, nonaging silicon steel with high magnetic permeability and low hysteresis and eddy current losses.
2. Magnetic Flux Densities: Maintain well below saturation point.

O. Transformer Coils Winding Material: Aluminum.

P. Enclosures:
1. Construction: Sealed tank of sufficient strength to withstand pressure of 7 psi without permanent distortion and 15 psig without rupture.; provide welded cover and tamper-resistant handhole coverings.
2. Tank and Compartment: Comply with IEEE C57.12.28 or IEEE C57.12.29; limit disassembly, breakage, and prying open of doors, panels, and sills with doors in closed and locked position.
3. Maintain tank seal for top oil temperature range of 23 degrees F (minus 5 degrees C) to 221 degrees F (105 degrees C).
4. When required, provide cooling panels on back and front of tank.
5. Provide lifting eyes and jacking pads.

Q. Markings and Labeling:
1. Provide identification and warning labels/nameplates exterior to equipment resistant to weather, UV, and intended installation environment.
2. Provide engraved nameplates identifying project-specific equipment tag and service description.
3. Provide warning labels/nameplates complying with ANSI Z535.4 at access locations to advise personnel of possible hazards in accordance with listing, NFPA 70, NFPA 70E, and other applicable standards.

R. Provide the following accessories:
1. Tap changer with silver-plated stationary and movable contacts, for de-energized operation only, externally operable and padlockable.
2. Nameplate in low voltage compartment.
3. Pentahead bolts for compartment doors.
4. Filling and top filter press and filling plug.
5. Drain valve with sampling device.

6. Dial-type thermometer without contacts.
7. Pressure vacuum gauge.
8. Pressure relief valve.
9. Bushing well inserts.

2.02 SOURCE QUALITY CONTROL

A. Testing:
   1. Test in accordance with IEEE C57.12.90 including:
      a. Ratio.
      b. Polarity.
      c. Phase rotation.
      d. No-load loss.
      e. Excitation current.
      f. Impedance voltage.
      g. Load loss.
      h. Applied potential.
      i. Induced potential.
      j. QC impulse test.
      k. Leak test.
      l. Temperature test. Typical test data from previous testing may be used.
      m. Sound test. Typical test data from previous testing may be used.

END OF SECTION 26 12 19

SECTION 26 24 16

PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Power distribution panelboards.

B. Lighting and appliance panelboards.

C. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

E. Section 26 05 73 - Power System Studies: Additional criteria for the selection and adjustment of equipment and associated protective devices specified in this section.

F. Section 26 22 00 - Low-Voltage Transformers: Small power centers with integral primary breaker, transformer, and panelboard.

G. Section 26 27 13 - Electricity Metering: For interface with equipment specified in this section.

H. Section 26 43 00 - Surge Protective Devices.

1.03 REFERENCE STANDARDS

A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service 2013e, with Amendment (2017).

B. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

C. NECA 407 - Standard for Installing and Maintaining Panelboards 2015.

D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

E. NEMA PB 1 - Panelboards 2011.

F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000 Volts or Less 2023.

G. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.

H. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.

J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.

K. UL 67 - Panelboards Current Edition, Including All Revisions.

L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures Current Edition, Including All Revisions.

M. UL 869A - Reference Standard for Service Equipment Current Edition, Including All Revisions.

N. UL 943 - Ground-Fault Circuit-Interrupters Current Edition, Including All Revisions.

O. UL 1053 - Ground-Fault Sensing and Relaying Equipment Current Edition, Including All Revisions.

P. UL 1699 - Arc-Fault Circuit-Interrupters Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.

C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
1. Identify mounting conditions required for equipment seismic qualification.

D. Manufacturer's equipment seismic qualification certification.

E. Field Quality Control Test Reports.

F. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, for additional provisions.
2. Panelboard Keys: Two of each different key.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having

jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain ambient temperature within the following limits during and after installation of panelboards:
   1. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB: www.electrification.us.abb.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Schneider Electric: www.se.com/#sle.

D. Siemens Industry, Inc: www.new.siemens.com/#sle.

E. Source Limitations: Provide panelboards and associated components produced by same manufacturer as other electrical distribution equipment used for project and obtained from a single supplier.

2.02 PANELBOARDS - GENERAL REQUIREMENTS

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet (2,000 m).
   2. Ambient Temperature:
      a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).

C. Short Circuit Current Rating:
   1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
   2. Listed series ratings are not acceptable.

D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.

2. Provide 200 percent rated neutral bus and lugs where indicated, where oversized neutral conductors are provided, or where panelboards are fed from K-rated transformers.
3. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

H. Conductor Terminations: Suitable for use with the conductors to be installed.

I. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
   a. Indoor Clean, Dry Locations: Type 1.
   b. Outdoor Locations: Type 3R.
2. Boxes: Galvanized steel unless otherwise indicated.
   a. Provide wiring gutters sized to accommodate the conductors to be installed.
   b. Increase gutter space as required where sub-feed lugs, feed-through lugs, gutter taps, or oversized lugs are provided.
   c. Provide painted steel boxes for surface-mounted panelboards where indicated, finish to match fronts.
3. Fronts:
   a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
   b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
   c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
4. Lockable Doors: All locks keyed alike unless otherwise indicated.

J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

K. Surge Protective Devices: Where factory-installed, internally mounted surge protective devices are provided in accordance with Section 26 43 00, list and label panelboards as a complete assembly including surge protective device.

L. Ground Fault Protection: Where ground-fault protection is indicated, provide system listed and labeled as complying with UL 1053.
1. Where electronic circuit breakers equipped with integral ground fault protection are used, provide separate neutral current sensor where applicable.

M. Multi-Section Panelboards: Provide enclosures of the same height, with feed-through lugs or sub-feed lugs and feeders as indicated or as required to interconnect sections.

N. Load centers are not acceptable.

O. Provide the following features and accessories where indicated or where required to complete installation:
1. Feed-through lugs.
2. Sub-feed lugs.

2.03 POWER DISTRIBUTION PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:
1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
2. Main and Neutral Lug Type: Mechanical.

C. Bussing:

1. Phase and Neutral Bus Material: Tin-plated copper.
2. Ground Bus Material: Tin-plated copper.

D. Circuit Breakers:
1. Provide bolt-on type.
2. Provide thermal magnetic circuit breakers unless otherwise indicated.
3. Provide electronic trip circuit breakers where indicated.

E. Enclosures:
1. Provide surface-mounted enclosures unless otherwise indicated.
2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
3. Provide clear plastic circuit directory holder mounted on inside of door.

2.04 LIGHTING AND APPLIANCE PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:
1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
2. Main and Neutral Lug Type: Mechanical.

C. Bussing:
1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
2. Phase and Neutral Bus Material: Aluminum or copper.
3. Ground Bus Material: Aluminum or copper.

D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.

E. Enclosures:
1. Provide surface-mounted or flush-mounted enclosures as indicated.
2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
3. Provide clear plastic circuit directory holder mounted on inside of door.

2.05 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:
1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
2. Interrupting Capacity:
a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
1) 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
2) 14,000 rms symmetrical amperes at 480 VAC.
b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
3. Conductor Terminations:
a. Provide mechanical lugs unless otherwise indicated.
b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short

circuit protection.
a. Provide field-adjustable magnetic instantaneous trip setting for circuit breaker frame sizes 225 amperes and larger.
b. Provide interchangeable trip units where indicated.

5. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.
   a. Provide the following field-adjustable trip response settings:
      1) Long time pickup, adjustable by replacing interchangeable trip unit or by setting dial.
      2) Long time delay.
      3) Short time pickup and delay.
      4) Instantaneous pickup.
      5) Ground fault pickup and delay where ground fault protection is indicated.
6. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
7. Provide the following circuit breaker types where indicated:
   a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.
   b. Ground Fault Equipment Protection Circuit Breakers: Designed to trip at 30 mA for protection of equipment.
   c. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Combination type listed as complying with UL 1699.
   d. 100 Percent Rated Circuit Breakers: Listed for application within the panelboard where installed at 100 percent of the continuous current rating.
8. Provide listed switching duty rated circuit breakers with SWD marking for lighting circuits and where indicated.
9. Do not use tandem circuit breakers.
10. Do not use handle ties in lieu of multi-pole circuit breakers.
11. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.
12. Provide the following features and accessories where indicated or where required to complete installation:
    a. Shunt Trip: Provide coil voltage as required for connection to indicated trip actuator.
    b. Handle Pad-Lock Provision: For locking circuit breaker handle in OFF position.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive panelboards.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.

D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

E. Provide required support and attachment in accordance with Section 26 05 29.

F. Provide required seismic controls in accordance with Section 26 05 48.

G. Install panelboards plumb.

H. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.

I. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.

J. Mount floor-mounted power distribution panelboards on properly sized 3 inch (80 mm) high concrete pad constructed in accordance with Section 03 30 00.

K. Provide minimum of six spare 1 inch (27 mm) trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.

L. Provide grounding and bonding in accordance with Section 26 05 26.

M. Install all field-installed branch devices, components, and accessories.

N. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.

O. Multi-Wire Branch Circuits: Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.

P. Set field-adjustable circuit breaker tripping function settings as indicated.

Q. Set field-adjustable ground fault protection pickup and time delay settings as indicated.

R. Provide filler plates to cover unused spaces in panelboards.

S. Provide circuit breaker lock-on devices to prevent unauthorized personnel from de-energizing essential loads where indicated. Also provide for the following:
   1. Emergency and night lighting circuits.
   2. Fire detection and alarm circuits.
   3. Intrusion detection and access control system circuits.
   4. Video surveillance system circuits.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than 200 amperes. Tests listed as optional are not required.

D. Ground Fault Protection Systems: Test in accordance with manufacturer's instructions as required by NFPA 70.

E. Test GFCI circuit breakers to verify proper operation.

F. Test AFCI circuit breakers to verify proper operation.

G. Test shunt trips to verify proper operation.

H. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.04 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

B. Adjust alignment of panelboard fronts.

C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.05 CLEANING

A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION 26 24 16

SECTION 26 27 13

ELECTRICITY METERING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Equipment for Owner electricity metering:
   1. Single circuit electricity meters.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 33.16 - Boxes for Electrical Systems: Cabinets and enclosures for metering system components.

D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

E. Section 26 28 13 - Fuses.

1.03 REFERENCE STANDARDS

A. ANSI C12.1 - Electric Meters - Code for Electricity Metering 2022.

B. IEC 62053-21 - Electricity Metering Equipment - Particular Requirements - Part 21: Static Meters for AC Active Energy (Classes 0,5, 1 and 2) 2020.

C. IEC 62053-23 - Electricity Metering Equipment - Particular Requirements - Part 23: Static Meters for Reactive Energy (Classes 2 and 3) 2020.

D. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers 2016.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

G. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.

H. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate work to provide equipment suitable for interface with electricity metering systems to be provided.
   2. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Electricity Meters:

2.02 EQUIPMENT FOR OWNER ELECTRICITY METERING

A. Provide microprocessor-based digital electricity metering systems including all instrument transformers, wiring, and connections necessary for measurements specified.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Provide electricity metering systems and associated components compatible with the equipment and associated circuits to be metered.

D. Service Conditions: Provide electricity meters suitable for operation under the service conditions at the installed location.

E. Enclosures:
   1. Where not furnished by manufacturer, provide required cabinets and enclosures in accordance with Section 26 05 33.16.
   2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
      b. Outdoor Locations: Type 3R or Type 4.
   3. Provide lockable door(s) for outdoor locations.
   4. Finish: Manufacturer's standard unless otherwise indicated.

F. Instrument Transformers:
   1. Comply with IEEE C57.13, where applicable.
   2. Select suitable ratio, burden, and accuracy as required for connected devices.
   3. Current Transformers: Compatible with connected meters; replace meters damaged by connection of incompatible current transformers. Provide shorting terminal blocks for connection of secondaries where applicable.
   4. Potential Transformers: Include primary and secondary fuses with disconnecting means.

2.03 SINGLE CIRCUIT ELECTRICITY METERS

A. Single Circuit Electricity Meter:
   1. Accuracy:
      a. Real/Active Power/Energy: Revenue grade; plus/minus 1.0 percent; complying with ANSI C12.1 and/or IEC 62053-21 Class 1.
      b. Reactive Power/Energy: Plus/minus 2.0 percent, complying with IEC 62053-23 Class 2.
      c. Voltage: Plus/minus 0.5 percent.
      d. Current: Plus/minus 1.0 percent.
   2. Measured Parameters:
      a. Voltage (Volts AC); line-to-line and line-to-neutral; per phase.
      b. Current (Amps); per phase.
      c. Apparent power (kVA); per phase and total of all phases.
      d. Apparent energy (kVAh).
      e. Power demand; real/active, reactive, and apparent; present and maximum.
   3. Outputs:
      a. Pulse Output(s): One.

4. Communications: Compatible with connected systems. Provide all accessories necessary for proper interface.
   a. Ethernet Communications: Support for Modbus TCP protocol.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings and configurations of metering systems and associated components are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive meters.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Provide required support and attachment components in accordance with Section 26 05 29.

D. Provide grounding and bonding in accordance with Section 26 05 26.

E. Provide fuses complying with Section 26 28 13 as required.

F. Identify meters and associated wiring in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Meters: Perform inspections and tests listed in NETA ATS, Section 7.11.2.

D. Instrument Transformers: Perform inspections and tests listed in NETA ATS, Section 7.10. The dielectric withstand tests on primary windings with secondary windings connected to ground listed as optional are not required.

E. Correct deficiencies and replace damaged or defective metering system components.

3.04 ADJUSTING

A. Program system parameters according to requirements of Owner.

3.05 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.06 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

C. Training: Train Owner's personnel on operation, adjustment, and maintenance of system.
   1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
   2. Provide minimum of two hours of training.
   3. Instructor: Manufacturer's authorized representative.

4. Location: At project site.

3.07 PROTECTION

A. Protect installed system components from subsequent construction operations.

END OF SECTION 26 27 13

SECTION 26 27 26

WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wall switches.

B. Receptacles.

C. Wall plates and covers.

1.02 RELATED REQUIREMENTS

A. Section 26 05 33.16 - Boxes for Electrical Systems.

1.03 REFERENCE STANDARDS

A. FS W-C-596 - Connector, Electrical, Power, General Specification for 2014h, with Amendments (2017).

B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush Mounted (General Specification) 2014g, with Amendment (2017).

C. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

D. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2016.

E. NEMA WD 1 - General Color Requirements for Wiring Devices 1999 (Reaffirmed 2020).

F. NEMA WD 6 - Wiring Devices - Dimensional Specifications 2021.

G. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

H. UL 20 - General-Use Snap Switches Current Edition, Including All Revisions.

I. UL 498 - Attachment Plugs and Receptacles Current Edition, Including All Revisions.

J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices Current Edition, Including All Revisions.

K. UL 943 - Ground-Fault Circuit-Interrupters Current Edition, Including All Revisions.

L. UL 1449 - Standard for Surge Protective Devices Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
   2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
   3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
   4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
   5. Coordinate the core drilling of holes for poke-through assemblies with the work covered under other sections.

6. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

B. Sequencing:
   1. Do not install wiring devices until final surface finishes and painting are complete.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
   1. Surge Protection Receptacles: Include surge current rating, voltage protection rating (VPR) for each protection mode, and diagnostics information.

C. Certificates for Surge Protection Receptacles: Manufacturer's documentation of listing for compliance with UL 1449.

D. Project Record Documents: Record actual installed locations of wiring devices.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Wall Plates: One of each style, size, and finish.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.01 WIRING DEVICE APPLICATIONS

A. Provide wiring devices suitable for intended use and with ratings adequate for load served.

B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.

C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.

D. Provide tamper resistant receptacles for receptacles installed in dwelling units.

E. Provide GFCI protection for receptacles installed within 6 feet (1.8 m) of sinks.

F. Provide GFCI protection for receptacles installed in kitchens.

G. Provide GFCI protection for receptacles serving electric drinking fountains.

H. Unless noted otherwise, do not use combination switch/receptacle devices.

I. For flush floor service fittings, use tile rings for installations in tile floors.

J. For flush floor service fittings, use carpet flanges for installations in carpeted floors.

2.02 WIRING DEVICE FINISHES

A. Provide wiring device finishes as described below unless otherwise indicated.

B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.

C. Wiring Devices Installed in Finished Spaces: White with white nylon wall plate.

D. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate.

E. Wiring Devices Installed in Wet or Damp Locations: Gray with specified weatherproof cover.

F. Surge Protection Receptacles: Blue.

2.03 RECEPTACLES

A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
   2. NEMA configurations specified are according to NEMA WD 6.

B. Convenience Receptacles:
   1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
   2. Weather Resistant Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.

C. GFCI Receptacles:
   1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
      a. Provide test and reset buttons of same color as device.
   2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
   3. Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.

2.04 WALL PLATES AND COVERS

A. Wall Plates: Comply with UL 514D.
   1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
   2. Size: Standard.
   3. Screws: Metal with slotted heads finished to match wall plate finish.

B. Weatherproof Receptacle Covers for Damp Locations: Gasketed, cast aluminum, with self-closing hinged cover and corrosion-resistant screws; listed as suitable for use in wet locations with cover closed.

C. Weatherproof Receptacle Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

D. Weatherproof Switch Covers for Wet or Damp Locations: Gasketed, metallic, with externally operable actuating means and corrosion-resistant screws; listed as suitable for use in wet locations.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
   1. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
   2. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

I. Install wiring devices plumb and level with mounting yoke held rigidly in place.

J. Install wall switches with OFF position down.

K. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

L. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

M. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

N. Install poke-through closure plugs in each unused core holes to maintain fire rating of floor.

3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each wiring device for damage and defects.

C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.

D. Test each receptacle to verify operation and proper polarity.

E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

F. Inspect each surge protection receptacle to verify surge protection is active.

G. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.05 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.06 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION 26 27 26

SECTION 26 28 13

FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fuses.

1.02 RELATED REQUIREMENTS

A. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

B. Section 26 28 16.16 - Enclosed Switches: Fusible switches.

1.03 REFERENCE STANDARDS

A. NEMA FU 1 - Low Voltage Cartridge Fuses 2012.

B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements Current Edition, Including All Revisions.

D. UL 248-4 - Low-Voltage Fuses - Part 4: Class CC Fuses Current Edition, Including All Revisions.

E. UL 248-10 - Low-Voltage Fuses - Part 10: Class L Fuses Current Edition, Including All Revisions.

F. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
      a. Fusible Enclosed Switches: See Section 26 28 16.16.
   2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.01 APPLICATIONS

A. Service Entrance:
   1. Fusible Switches up to 600 Amperes: Class RK1, time-delay.
   2. Fusible Switches Larger Than 600 Amperes: Class L, time-delay.

B. Feeders:
   1. Fusible Switches up to 600 Amperes: Class RK1, time-delay.
   2. Fusible Switches Larger Than 600 Amperes: Class L, time-delay.

C. General Purpose Branch Circuits: Class RK1, time-delay.

D. Individual Motor Branch Circuits: Class RK5, time-delay.

E. In-Line Protection for Pole-Mounted Luminaires: Class CC, time-delay.

F. Primary Protection for Control Transformers: Class CC, time-delay.

2.02 FUSES

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.

C. Provide fuses of the same type, rating, and manufacturer within the same switch.

D. Comply with UL 248-1.

E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.

F. Voltage Rating: Suitable for circuit voltage.

G. Class R Fuses: Comply with UL 248-12.

H. Class L Fuses: Comply with UL 248-10.

I. Class CC Fuses: Comply with UL 248-4.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.

B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Do not install fuses until circuits are ready to be energized.

B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION 26 28 13

SECTION 26 28 16.16

ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Enclosed safety switches.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 28 13 - Fuses.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.

C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum) 2013.

D. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems 2021.

E. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.

G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.

H. UL 98 - Enclosed and Dead-Front Switches Current Edition, Including All Revisions.

I. UL 869A - Reference Standard for Service Equipment Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
   4. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

C. Shop Drawings for switches rated 800A or more: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
   1. Include dimensioned plan and elevation views of enclosed switches and adjacent equipment with all required clearances indicated.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

PART 2 PRODUCTS

2.01 ENCLOSED SAFETY SWITCHES

A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet (2,000 m).
   2. Ambient Temperature: Between -22 degrees F (-30 degrees C) and 104 degrees F (40 degrees C).

D. Horsepower Rating: Suitable for connected load.

E. Voltage Rating: Suitable for circuit voltage.

F. Short Circuit Current Rating:
   1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.

G. Enclosed Safety Switches Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

H. Provide with switch blade contact position that is visible when the cover is open.

I. Fuse Clips for Fusible Switches: As required to accept fuses indicated.
   1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.

J. Conductor Terminations: Suitable for use with the conductors to be installed.

K. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.

L. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:

a. Indoor Clean, Dry Locations: Type 1.
b. Outdoor Locations: Type 3R.
2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.

M. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

N. Heavy Duty Switches:
1. Comply with NEMA KS 1.
2. Conductor Terminations:
a. Provide mechanical lugs unless otherwise indicated.
b. Provide compression lugs for switch ratings 800 amperes and above.
c. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.

O. Provide the following features and accessories where indicated or where required to complete installation:
1. Hubs: As required for environment type; sized to accept conduits to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed safety switches.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Install enclosed switches plumb.

F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches (2000 mm) above the floor or working platform.

G. Provide grounding and bonding in accordance with Section 26 05 26.

H. Provide fuses complying with Section 26 28 13 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.

D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

3.04 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION 26 28 16.16

SECTION 26 56 00

EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior luminaires.

B. Ballasts.

C. Poles and accessories.

D. Luminaire accessories.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Materials and installation requirements for concrete bases for poles.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

D. Section 26 05 33.16 - Boxes for Electrical Systems.

E. Section 26 27 26 - Wiring Devices: Receptacles for installation in poles.

F. Section 26 51 00 - Interior Lighting.

1.03 REFERENCE STANDARDS

A. AASHTO LTS - Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 2013, with Editorial Revision (2022).

B. IEEE C2 - National Electrical Safety Code(R) (NESC(R)) 2023.

C. IES LM-63 - Approved Method: IES Standard File Format for the Electronic Transfer of Photometric Data and Related Information 2019.

D. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products 2019.

E. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources 2021.

F. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.

G. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems 2000 (Reaffirmed 2006).

H. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts 2023.

I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 1598 - Luminaires Current Edition, Including All Revisions.

K. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.
   2. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Shop Drawings:
   1. Provide photometric calculations where luminaires are proposed for substitution upon request.
   2. Provide structural calculations for each pole. Where applicable, include pole base, attachment arms, fixtures, and accessories such as cameras or lightning rods.
   3. Provide pole base design, signed and sealed by a Professional Engineer registered in the state of Alabama.

C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
   1. LED Luminaires:
      a. Include estimated useful life, calculated based on IES LM-80 test data.
      b. Include IES LM-79 test report upon request.
   2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard format upon request.
   3. Lamps: Include rated life and initial and mean lumen output.
   4. Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.

D. Certificates for Poles and Accessories: Manufacturer's documentation that products are suitable for the luminaires and accessories to be installed and comply with designated structural design criteria.

E. Field Quality Control Reports.
   1. Include test report indicating measured illumination levels.

F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

G. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Fuses: Five percent of total quantity installed for each type, but not less than two of each type.
   3. Touch-Up Paint: 2 gallons (8 liters), to match color of pole finish.

I. Project Record Documents: Record actual connections and locations of pole foundations, luminaires, and any pull or junction boxes.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.

B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.08 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide 2-year manufacturer warranty for all LED luminaires, including drivers.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

B. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 LUMINAIRES

A. Provide products that comply with requirements of NFPA 70.

B. Provide products that are listed and labeled as complying with UL 1598, where applicable.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

G. LED Luminaires:
   1. Components: UL 8750 recognized or listed as applicable.
   2. Tested in accordance with IES LM-79 and IES LM-80.
   3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

H. Exposed Hardware: Stainless steel.

2.03 BALLASTS AND DRIVERS

A. Ballasts/Drivers - General Requirements:
   1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
   2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

3. Electronic Ballasts/Drivers: Inrush currents not exceeding peak currents specified in NEMA 410.

B. Dimmable LED Drivers:
1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
2. Control Compatibility: Fully compatible with the dimming controls to be installed.

2.04 POLES

A. All Poles:
1. Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.
2. Structural Design Criteria:
a. Comply with AASHTO LTS.
b. Wind Load: Include effective projected area (EPA) of luminaire(s) and associated supports and accessories to be installed.
1) Design Wind Speed: ASCE 7, with gust factor of 1.3.
c. Dead Load: Include weight of proposed luminaire(s) and associated supports and accessories.
3. Material: Steel, unless otherwise indicated.
4. Shape: Square straight, unless otherwise indicated.
5. Finish: Match luminaire finish, unless otherwise indicated.
6. Mounting: Install on concrete foundation, height as indicated on the drawings, unless otherwise indicated.
7. Unless otherwise indicated, provide with the following features/accessories:
a. Top cap.
b. Handhole.
c. Anchor bolts with leveling nuts or leveling shims.
d. Anchor base cover.
e. Provision for pole-mounted weatherproof GFI receptacle where indicated.

2.05 ACCESSORIES

A. Camera mounting plate where indicated, with additional handhole adjacent to camera mount.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.

C. Verify that suitable support frames are installed where required.

D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.

B. Install products in accordance with manufacturer's instructions.

C. Install luminaires in accordance with NECA/IESNA 501.

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

F. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.

G. Pole-Mounted Luminaires:
   1. Maintain the following minimum clearances:
      a. Comply with IEEE C2.
      b. Comply with utility company requirements.
   2. Foundation-Mounted Poles:
      a. Provide cast-in-place concrete foundations for poles as indicated.
         1) Install anchor bolts plumb per template furnished by pole manufacturer.
         2) Position conduits to enter pole shaft.
      b. Install foundations plumb.
      c. Install poles plumb, using leveling nuts or shims as required to adjust to plumb.
      d. Tighten anchor bolt nuts to manufacturer's recommended torque.
      e. Install anchor base covers or anchor bolt covers as indicated.
   3. Grounding:
      a. Bond luminaires, metal accessories, metal poles, and foundation reinforcement to branch circuit equipment grounding conductor.
      b. Provide supplementary ground rod electrode as specified in Section 26 05 26 at each pole bonded to grounding system as indicated.
   4. Install separate service conductors, 12 AWG copper, from each luminaire down to handhole for connection to branch circuit conductors.

H. Install accessories furnished with each luminaire.

I. Bond products and metal accessories to branch circuit equipment grounding conductor.

J. Install lamps in each luminaire.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each product for damage and defects.

C. Operate each luminaire after installation and connection to verify proper operation.

D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

E. Measure illumination levels at night with calibrated meters to verify compliance with performance requirements. Record test results in written report to be included with submittals.

3.04 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

B. Luminaires with Field-Rotatable Optics: Position optics according to manufacturer's instructions to achieve lighting distribution as indicated or as directed by Architect.

3.05 CLEANING

A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.06 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

3.07 PROTECTION

A. Protect installed luminaires from subsequent construction operations.

END OF SECTION 26 56 00