



McKEE & ASSOCIATES
ARCHITECTURE & INTERIOR DESIGN

Project Manual



The UNIVERSITY OF
WEST ALABAMA

**HVAC Upgrades
at
Math and Science Buildings
for the
The University of West Alabama
Livingston, Alabama
Project No: 24-300
January 5, 2026**

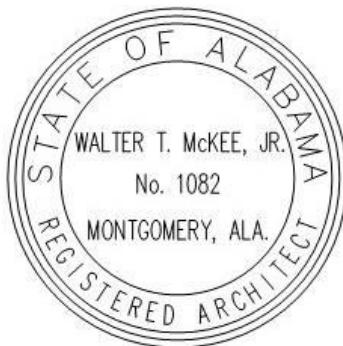


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ADVERTISEMENT FOR BIDS

HVAC UPGRADES AT MATH AND SCIENCE BUILDINGS FOR THE UNIVERSITY OF WEST ALABAMA LIVINGSTON, ALABAMA

MCKEE PROJECT NO. 24-300

Sealed proposals for this project shall be received by Mr. Clete Beard, Vice President, University of West Alabama at Moon Hall, 100 University Drive, Livingston, AL 35470, until 2:00 PM, Central Time, Tuesday, January 20, 2025, then opened and read aloud.

All bidders are invited to attend a **Non-Mandatory Pre-Bid Conference** to be held at 2:00 PM Central Time on Wednesday, January 14, 2025, on site. The bidder's company employee attending the pre-bid conference shall have qualifications and experience with the construction to be performed within this project. Any questions concerning the pre-bid conference shall be directed to the Architect.

All General Contractors bidding on this project shall be required to visit the site and examine all existing conditions prior to submitting their proposal, which shall be arranged by the contractor with the school.

The Owner will utilize Hall-Taylor Construction as the Construction Manager. All Bidders shall have general liability and workman's compensation insurance. The project shall be bid excluding taxes. Bids must be submitted on proposal forms furnished by the Architect or copies thereof. No bid may be withdrawn after scheduled closing for receipt of bids for a period of ninety (90) days. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owners judgment, the best interests of the Owner will thereby be promoted.

A certified check or Bid Bond payable to **University of West Alabama** in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00 must accompany the bidder's sealed proposal. Performance and statutory labor and material payment bonds will be required at the signing of the Contract.

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. All bidders shall show such evidence by clearly displaying their current license number on the outside of the sealed envelope in which the proposal is delivered.

PDFs of the project can be reviewed by going to the McKee website at www.mckeeassoc.com and selecting "Project Bid List". Also, if you are not receiving NOTIFICATIONS from us, please register on our website, "Project Bid List" by selecting manage your bid list profile. The documents may be viewed on-line and printed by General Contractors, Sub-Contractors and Suppliers. Documents published through this procedure are the only documents endorsed by the Architect. The Architect is unable to monitor, confirm and maintain other websites that provide documents. Addendums will be provided to entities that have **CONFIRMED** bidding for this particular project. The

Architect retains ownership and copyrights of the documents. If bidders require printed sets, please submit request to the Architect at mckeeplans@gmail.com. Include your first & last name, company name, address, phone number and the project name and number. Print sets are to be returned, in reusable condition, within ten days after bid opening.

All RFIs and RFAs regarding the bid documents shall be sent and addressed through emails found on the RFI and RFA forms in the project manual. **NOTE: ONLY THE RFI AND RFA FORMS IN THE PROJECT MANUAL WILL BE ACCEPTED.** The Architect will not accept inquiries via telephone or fax.

Completion Time: See Scope of work in Project Manual.

Supervision: Contractor will ensure proper supervision of all work.

Owner: Dr. Todd G. Fritch, President, University of West Alabama, 100 N. Washington Street, Livingston, AL 35470 | Phone: 205-652-3400

Architect: Lathan McKee Architects, 631 South Hull Street, Montgomery, Alabama 36104 | Phone: 334-834-9933

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1. BID DOCUMENTS:

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

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

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

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

- a. Any special qualifications required of general contractors, subcontractors, material suppliers, or fabricators are set forth in the Bid Documents.
- b. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority's published prequalification procedures and criteria.

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

4. PREFERENCE to RESIDENT CONTRACTORS:

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

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS:

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

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

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

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

(8) Interlineation, alterations or erasures on the Proposal Form must be initiated 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 should 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 **and date** 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.

REQUEST FOR INFORMATION (RFI)

Email this form in its entirety to Project Manager listed below.

The Architect reserves the right not to answer any Request For Information received after 2:00 p.m., Two (2) days prior to the bid date.

To: McKee & Associates, Architects
Glenn Chapman, Project Manager
gchapman@lathanmckee.com
Email

From: _____
Name

Company

Email

Project: _____

Project Number: _____

Request For Information Number: _____

Issue Date: _____

BID PHASE

CONSTRUCTION PHASE

Procedures for "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 or can be accessed by going to the McKee web site - mckeeassoc.com and clicking on the tab "Files" to retrieve the Addendums.** Neither the Architect nor the Owner 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.**

REQUEST FOR INFORMATION DESCRIPTION: (Fully describe the question or type of information requested.)

REFERENCES/ATTACHMENTS: (List specific documents researched when seeking the information requested.)

Specification Title: _____

Description: _____

Section: _____ Page: _____

Article/Paragraph: _____

Drawing Sheet Number: _____

Title: _____

Plan: _____ Elevation: _____

Section: _____ Detail: _____

HVAC Upgrades at
Math and Sciences Buildings
for the University of West Alabama
Livingston, Alabama

MCKEE PROJECT NO. 24-300

REQUEST FOR INFORMATION (RFI)
0000- 1

Other:

RECEIVERS REPLY:

Signed by: _____ Date: _____ Copies to: _____

HVAC Upgrades at
Math and Sciences Buildings
for the University of West Alabama
Livingston, Alabama

MCKEE PROJECT NO. 24-300

REQUEST FOR INFORMATION (RFI)
0000- 2

REQUEST FOR APPROVAL (RFA)

PRIOR APPROVAL/SUBSTITUTION REQUEST

Email this form in its entirety to Project Manager listed below.

All products, materials, systems, equipment and services requested for prior approval must be submitted to the architect for approval **no later than 2:00 p.m., Ten (10) days prior to the bid date.**

To: Mckee & Associates, Architects

Substitution Request Number: _____

Glenn Chapman

From: _____

gchapman@lathanmckee.com

Email

Date: _____

Project: _____

A/E Project Number: _____

Re: _____

Contract For: _____

Specification Title: _____

Description: _____

Section: _____ Page: _____

Article/Paragraph: _____

Procedures for “Substitutions” and “Pre-Bid Approval”:

- 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.**

HVAC Upgrades at
Math and Sciences Building
for the University of West Alabama
Livingston, Alabama

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM
0000-1

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.

The undersigned requests consideration of the following product substitution:

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Supporting Data Attached: Product Description Drawings Photographs Performance & Test Data Specifications

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned states and certifies the following: (Mark Boxes as Applicable)

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
or
- Proposed substitution differs from what is specified in the Bid Documents. Submitted Data clearly identifies all differences from what is specified in the Bid Documents.
- No changes will be required to the Contract Documents for the proper installation of the proposed product substitution.
or
- Changes will be required to the Contract Documents for the proper installation of the proposed product substitution. Submitted Data clearly identifies description of changes.

and

- Warranty will be furnished for proposed substitution Equal to or Superior to specified product.
- Proposed substitution does not affect dimensions shown on the drawings and functional clearances.
- No changes will be required to the building design, engineering design or detailing by the proposed substitution.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay construction progress schedule.
- No maintenance is required by the proposed substitution other than that required for originally specified product.
- Other Information:

The undersigned further states that they have read the corresponding specification sections in the project manual and confirms that the function, appearance and quality of the proposed substitution are equivalent to or superior to the originally specified product.

Submitted by: (Print)

Signature:

Date:

Firm:

Address:

Email:

Telephone:

A/E REVIEW AND ACTION

Substitution Approved Substitution Approved as noted Substitution Rejected
 Substitution Request Received to Late

Comments:

Signed by:

Date:

HVAC Upgrades at
Math and Sciences Building
for the University of West Alabama
Livingston, Alabama

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM
0000-2

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: _____
(Awards Authority)

NAME OF PROJECT _____

SALES TAX ACCOUNTING

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

	<u>ESTIMATED SALES TAX AMOUNT</u>	
BASE BID:	\$	_____
Alternate No. 1 (..... (Insert key word for Alternate)	<input type="checkbox"/> (add) <input type="checkbox"/> (deduct)	\$_____
Alternate No. 2 (.....)	<input type="checkbox"/> (add) <input type="checkbox"/> (deduct)	\$_____
Alternate No. 3 (.....)	<input type="checkbox"/> (add) <input type="checkbox"/> (deduct)	\$_____
Alternate No. 4 (.....)	<input type="checkbox"/> (add) <input type="checkbox"/> (deduct)	\$_____
Alternate No. 5 (.....)	<input type="checkbox"/> (add) <input type="checkbox"/> (deduct)	\$_____
Alternate No. 6 (.....)	<input type="checkbox"/> (add) <input type="checkbox"/> (deduct)	\$_____

Legal Name of Bidder _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____

(Seal)

*Title _____

Telephone Number _____

Email Address _____

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

BID BOND

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

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

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

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

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

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

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

PRINCIPAL:

By _____

Name and Title

SURETY:

ATTEST:

By _____

Name and Title

SPECIAL INSTRUCTIONS TO BIDDERS

1.1 INTENT OF INSTRUCTIONS

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

1.2 EXPLANATION AND INTERPRETATION

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

1.3 BIDDER REQUIREMENTS

- A. **All Bidders must honor their bid proposals for a period of 90 calendar days from date of bid opening.**
- B. **The Contractor MUST Field Verify all existing conditions prior to submitting bid proposal.**
- C. **The Apparent Low Bidder AND Apparent Second Lowest Bidder** must submit to the Architect a direct Contact Name, Phone Number and Email Address for the Bonding Company and a list of the principal Subcontractors, suppliers, and fabricators he plans to use for each category of work. The list of Subcontractors, Suppliers and Fabricators must be received by the Architect within **24 hours following the Bid Opening** (email to: krawlinson@lathanmckee.com). Once the successful bidder has obtained approval from the Owner, no changes in Subcontractors, Suppliers or Fabricators shall be made without the express, written consent of the Owner. Contractor shall request consent in writing from the Owner and Architect and provide specific and reasonable explanation as to the necessity of said change. Should said change be approved by the Owner, the Contractor must submit the desired replacement Subcontractor to the Architect and obtain written approval of the Subcontractor.

1.4 OPENING OF PROPOSALS

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

1.5 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 additional funds become available after the bid opening, the Owner may at his option elect to award to the lowest base bid bidder a contract based on the Contractors base bid amount and additional Alternates.**

D. 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.

E. 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.

F. 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.

1.6 AWARD OF CONTRACT

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

1.7 EXECUTION OF CONTRACT

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

1.8 PERFORMANCE BOND AND PAYMENT BOND

A. The intent of the Performance Bond is to ensure the faithful performance of each and every condition, stipulation, and requirements of the Contract and to indemnify and save harmless the Owner, Architect, and Consultants from any and all damages, either directly or indirectly (arising out of any failure to perform same). The successful Bidder to whom the Contract is awarded shall furnish at his expense an acceptable Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price of the Contract as awarded. Said Bond shall be made on the approved Bond form, shall be furnished by a surety company duly authorized and qualified to make such bonds in the State of Alabama, shall be countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, the direct costs of administration, architectural, engineering, and legal services, shall lie against the Contract Bond for Performance of the Work.

B. In addition thereto, the successful Bidder to whom the Contract is awarded shall furnish at his expense a Payment Bond with good and sufficient surety payable to the Owner in an amount not less than one hundred percent (100%) of the Contract Price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, material, feedstuffs, or supplies for or in prosecution of the Work provided for in the Contract and for the payment of reasonable attorneys' fees, incurred by successful claimants or plaintiffs in suits on said Bond.

C. **The Apparent Low Bidder *AND* Apparent Second Lowest Bidder** must submit to the Architect a direct Contact Name, Phone Number and Email Address for the Bonding Company within 24 hours of the bid opening.

1.9 APPROVAL OF CONTRACT

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

1.10 LIST OF SUBCONTRACTORS

A. **The Apparent Low Bidder *AND* Apparent Second Lowest Bidder** must submit to the Architect a direct Contact Name, Phone Number and Email Address for the Bonding Company and a list of the principal Subcontractors, suppliers, and fabricators he plans to use for each category of work must be received by the Architect within twenty-four hours following the Bid Opening. Email to krawlinson@lathanmckee.com. Once the successful bidder has obtained approval from the Owner, no changes in Subcontractors, suppliers and fabricators shall be made without the express, written consent of the Owner.

1.11 LIST OF SUBCONTRACTORS SUBMITTAL FORM

Email this form in its entirety to contact listed below.

The **Apparent Low Bidder AND Apparent Second Lowest Bidder** must submit to the Architect **a direct Contact Name, Phone Number and Email Address for the Bonding Company** and the principal Subcontractors, suppliers, and fabricators he plans to use for each category of work. The list of Subcontractors must be received by the Architect within twenty-four hours following the Bid Opening.

To: Lathan McKee, Architects

From: _____

Kayla Rawlinson

Company

krawlinson@lathanmckee.com

Name _____

Krawin *Email*

Email

Project Name:

Phone Number

Project Number:

Issue Date:

Bid Date:

Category of Work	Name of Sub to Perform Work	Name of Supplier
SURETY		

END OF SECTION

HVAC Upgrades at Math and Sciences Building for the University of West Alabama Livingston, Alabama

SPECIAL INSTRUCTIONS TO BIDDERS (DCM)
PAGE-4

**PREPARATION AND APPROVAL OF
CONSTRUCTION
CONTRACTS and BONDS
SUBMITTED ELECTRONICALLY**

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)

The numbers in the left column below correspond to numbers in the left margin of the Contract form.

(1)	PROJECT NUMBER(S): DCM will insert the DCM Project Number in the field provided. <ul style="list-style-type: none">On DCM Form 9-A, insert the PSCA Project Number in the field provided.
(2)	DATE: Do not select a date beyond today's date.
(3)	OWNER: Insert the full, legal name, address, email, and telephone number of the Owner (Awarding Authority). <ul style="list-style-type: none">On DCM Form 9-A, insert the name, address, email, and telephone number of the Local Owner (city or county school board, college, university, etc.) after "Alabama Public School and College Authority"
(4)	CONTRACTOR: Insert the Contractor's 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) or AL Buys (if registered), used by most State Agencies to pay Vendors. The Contractor Company name and address must be consistent across all documents in the same contract package, in order to avoid Comptroller's Office rejection. <ul style="list-style-type: none">On DCM Form 9-A: The Contractor Company name and address must match the name and address registered in STAARS or AL Buys 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 Comptroler's 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. <ul style="list-style-type: none">DCM Form 9-A is published bearing Special Provision "A. Severable Payments", which is where the portions of the Contract Sum to be paid by the PSCA and the Local Owner are to be stated. Obtain these amounts from Local Owner and insert them in the spaces provided. Other Special Provisions, such as disposition of Unit Prices, may be inserted below this provision.
(14)	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 The documents will forward to the signers in sequential order.
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)
Required for contracts of \$100,000.0 or more, with surety's power-of-attorney - required per Section 39-2-8 of the Code of Alabama.
(1) SURETY'S BOND NUMBER should be inserted in the field 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 Surety signs 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 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 beneath the signature.
(11) ATTACHED POWER OF ATTORNEY: Attached to each of the Bonds must be a Power of Attorney, signed by an officer of the bonding company, for the individual e-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 the Construction Contract: <ul style="list-style-type: none">Insurance Certificate (attach copy): It is the responsibility of the design professional to ensure all insurance requirements are discussed with bidders prior to a bid and that Contractor has provided the requirements to their insurance provider. Contractor must obtain <u>all</u> insurance coverage specified in Article 37 of the General Conditions of the Contract - required per Section 39-2-8 of the Code of Alabama.Surety's power-of-attorney: Required for Performance Bond, which is required for contracts of \$100,000.00 or more per Section 39-2-8 of the Code of Alabama.Surety's power-of-attorney: Required for Payment Bond, which is required for contracts of \$100,000.00 or more 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): Attachment 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 Vendor Disclosure Statement - required per Section 41-16-82 of the Code of Alabama. Contractor must mail one original completed wet-signed notarized and dated hardcopy to DCM along with DCM Form: Transmittal of Alabama Vendor Disclosure Statement. DCM will perform a review, and if the document is correct, will attach a scan of the Disclosure Statement to the Contract.

DCM USER FEES:

- **PSCA-Funded Projects & Fully Locally-Funded State Agency Projects:** The Contract Document Administration Fee-CC and the Permit Fee must be paid by the time a Construction Contract for a PSCA-funded project or state agency/authority 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.
- **Fully Locally-Funded K-12 Projects:** 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). * See Permit Fee exception below.
- **General Information:**

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, 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. The CDA Fee for a PSCA-funded O/A Agreement or Construction Contract is limited by the Project Construction Cost funded by PSCA.

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 **must be paid before a construction contract is reviewed by DCM, or becomes due when a self-performance letter or fully locally-funded K-12 construction contract is received by DCM**, and must be paid before a Pre-Construction Conference is scheduled with DCM Inspectors*

Note: Although DCM does not review the construction contracts of fully locally-funded public K-12 projects, the Permit Fee must be paid before the required Pre-Construction Conference is scheduled with DCM Inspectors for such projects.*

* Exception: Permit Fees are not owed for fully locally-funded public K-12 projects with an estimated cost of \$750,000.00 or Less for capital improvement or alterations, additions, repair, or maintenance of heating, ventilation, and air conditioning systems or any alterations, additions, repair, or maintenance of a roof; all such projects are still subject to DCM pre-construction conferences and inspections.

▼ Determination of whether or not a project is in the \$750,000.00 or Less classification for Permit Fees is based on the cost of the entire project including all phases and bid packages. If total of bids received for all phases and bid packages exceeds \$750,000.00 for a fully locally-funded public K-12 project, then a Permit Fee is owed.

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 and/or the Permit 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.

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

DCM (BC) Project No.

CONSTRUCTION CONTRACT

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

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

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

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 **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.

(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):

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

(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.

This form is provided solely for the purpose of inclusion in the project manual. A Construction Contract for fully locally-funded K-12 projects must be initiated via the appropriate DocuSign link from DCM's Engage Portal at <https://engagealabama-rpm.facilityforce.cloud> by the Lead Design Professional Firm.

DCM Form C-5 (fully locally-funded K-12 school project)
revised October 2024

DCM (BC) Project No.

CONSTRUCTION CONTRACT

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

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

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

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

(5) The **CONTRACT DOCUMENTS** are dated _____ and have been amended by _____
The **ADDENDA**

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

(7) The **CONTRACT SUM** is
Dollars (\$ _____) and is the sum of the Contractor's Base Bid for the Work and the following
BID ALTERNATE PRICES:

(8) 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 by the Lead Design Professional on the Owner's behalf), and shall then be substantially completed within the Contract Time.

(9) **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.

(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):

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

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

License No.:

Classification(s):

Bid Limit:

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

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

(15)

APPROVAL

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

By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES

Contractor Company

By _____ Signature
Name & Title _____

Owner Entity

By _____ Signature
Name(s) & Title(s) _____

Routing of the Construction Contract to reviewers and e-signers is automated through DocuSign. DocuSign links for fully locally-funded contract documents are available from DCM's Engage Portal at <https://engagealabama-rpm.facilityforce.cloud>

ARTICLE 37 **CONTRACTOR'S and SUBCONTRACTORS' INSURANCE**

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

A. GENERAL

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

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

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

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

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

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

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

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

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

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

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

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA 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. **Any provision found herein which attempts to waive or invalidate the subrogation interests of Alabama's State Insurance Fund against any party to this contract or any other person or entity is void and invalid. No such waiver is intended or made by the parties to this agreement with regard to any property insured by the State Insurance Fund.**

PERFORMANCE BOND

Do not staple this form; use clips.

SURETY'S BOND NUMBER

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$).

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

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

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

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

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.

(1) PAYMENT BOND

Do not staple this form; use clips.

SURETY'S BOND NUMBER

(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.

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

H. DCM: The Alabama Division of Construction Management.

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

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

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

- K. DIRECTOR:** The Director of the Alabama Division of Construction Management.
- L. DRAWINGS:** The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.
- M. NOTICE TO PROCEED:** A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- N.1 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".
- N.2 AWARDING AUTHORITY:** §39-2-1 (1) of the Code of Alabama, 1975, as amended definition: Any governmental board, commission, agency, body, authority, instrumentality, department, or subdivision of the state, its counties and municipalities. This term includes, but shall not be limited to, the Department of Transportation, the Division of Real Property Management of the Department of Finance, the State Board of Education, and any other entity contracting for public works. This term shall exclude the State Docks Department and any entity exempted from the competitive bid laws of the state by statute.
- 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 \$100,000):**

- (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 of \$100,000 or more):

(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" x 11" 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)** The Applications for Payment of State Agency/Authority projects and Public School and College Authority (PSCA)-funded projects must be activated via the appropriate DocuSign link available from DCM's Engage Portal at <https://engagealabama-rpm.facilityforce.cloud>.

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

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

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

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

ARTICLE 31 **PAYMENTS WITHHELD**

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

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

ARTICLE 32 **SUBSTANTIAL COMPLETION**

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

aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

- (1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare (via the appropriate DocuSign link available from DCM's Engage Portal at <https://engagealabama-rpm.facilityforce.cloud>) 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 less than \$100,000: Advertisement for Completion shall not apply to contractors performing contracts of less than \$100,000.00 in amount. §39-1-1(g)

(2) If the Contract Sum is \$100,000 or more: 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 three weeks. The contractor can publish a notice in one or more of the following ways:

- (a) In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- (b) On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done. (c) On a website utilized by the awarding authority for publishing notices.
- (d) If no newspaper is published in the county in which the work was done, and if the awarding authority does not utilize a website for the purpose of publishing notices, the notice may be given by posting at the courthouse for 30 days, and proof of the posting of the notice shall be given by the awarding authority and the contractor.

Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

D. RELEASE of CLAIMS

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

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

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

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

E. EFFECT of FINAL PAYMENT

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

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

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

ARTICLE 35 **CONTRACTOR'S WARRANTY**

A. GENERAL WARRANTY

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

B. ONE-YEAR WARRANTY

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

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

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

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

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

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

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

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

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

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

D. SPECIAL WARRANTIES

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

E. ASSUMPTION of GUARANTEES of OTHERS

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

ARTICLE 36 **INDEMNIFICATION AGREEMENT**

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

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

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

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

A. GENERAL

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

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

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

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

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

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

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

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

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

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

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

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA 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. **Any provision found herein which attempts to waive or invalidate the subrogation interests of Alabama's State Insurance Fund against any party to this contract or any other person or entity is void and invalid. No such waiver is intended or made by the parties to this agreement with regard to any property insured by the State Insurance Fund.**

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. 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 a 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 \$100,000, 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 TRADE 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.

EE. ALABAMA ECONOMIC BOYCOTT LAW

Per Act 2023-409 as 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, economic boycotts.

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 iron or steel, that are made a permanent part of the structure, produced in the United States if the Contract Documents require the use of iron or 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

SUPPLEMENT TO THE GENERAL CONDITIONS OF THE CONTRACT

1.1 The following supplements shall modify, delete and/or add to the General Conditions of the Contract. Where any article, paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

A. **Refer to Article 2.A; Definition:**

1. **Architect:** Construction documents for this project have been developed by Lathan McKee, Architects, 631 South Hull Street, Montgomery, Alabama, 36104, (334) 834-9933 `commissioned by the Owner.
2. **Owner:** **University of West Alabama.** Unless otherwise stated, all papers required to be delivered to the Owner shall be forwarded through the Architect.

B. **Refer to Article 3:**

1. Add the following:

- a. **Contractor's Qualification's:** The Roofing Contract shall possess the following, or stringent, minimum qualifications: the roofing contractor must be a firm of not less than five (5) years of successful experience in installation of roof systems similar to those specified for the project and which is acceptable to or licensed by the manufacturer of the primary roofing materials.
- b. **Manufacturer's Qualifications:** In specifying acceptable manufacturers or minimum quality qualifications of manufacturers, the following, or more stringent criteria should be used: The manufacturer shall have a minimum of five (5) years of experience in the manufacture of the roofing system and must also be the **original material manufacturer** of the primary roofing material.

C. **Refer to Article 6:**

1. Add the following to Paragraph B:

- a. The lowest bidding Contractor shall submit to the Architect within five (5) calendar days after the bid date the name(s) of the Superintendent(s) who will be in charge at the work site, along with the qualifications and experience.
- b. NOTE: By submission of a Proposal the Bidder agrees that the Owner or Architect may reject a proposed Superintendent with or without a stated reason with no recourse to the Contractor.

D. **Refer to Article 6:**

1. Add the following to Paragraph C:

- a. All labor shall be performed in the best and most workmanlike manner by persons skilled in their respective assignments or trades. Workmen whose work is unsatisfactory to the Architect or the Owner, or who are considered unfit or unskilled, or otherwise objectionable, shall be dismissed upon notice from the Architect or Owner.

E. **Refer to Article 9, Paragraph D:**

1. Add the following:

- a. All submittals for color selections, to be made by the Architect for the entire project shall be submitted at the same time within 45 days from the "Notice to Proceed". Piece-meal submittals for color selection will not be permitted.
- b. Provide as follows unless otherwise specified:

- 1) All submittals shall be sent to the Architect no later than 45 calendar days from "Notice To Proceed" to: **Submittal Exchange subex-sales_ww@oracle.com** if applicable. A **Submittal Log** must accompany each submittal.
- 2) Refer to Article 41, paragraph A "Subcontracts", section (1):
 1. As required by the Supplemental General Conditions, the Contractor must provide the total cost for each of the following divisions:
 - a. Civil
 - b. Plumbing
 - c. Mechanical
 - d. Electrical
 - e. These submissions shall have the above requested costs and Architectural Project Number provided in a single document and emailed prior to the full execution of the project.
- 3) For projects requiring the use of Submittal Exchange, logs for the project shall be set up to mimic the Architectural Project numbered 22-192 and must include the following:

<ul style="list-style-type: none"> • Submittal • Closeout • RFI • RFP • ASI • Meeting Minutes 	<ul style="list-style-type: none"> * Drawings * Photos * Punchlist/Issue Management * COR * Pay Application
---	--

F. Refer to Article 13:

1. Add the following:
 - a. "If the bidder desires to substitute an "equal", he must secure written approval by the Architect of qualification to bid ten (10) days prior to date.
 - b. On all items specified as or equal substitutions must be submitted to the Architect ten (10) days prior to bid opening and Architect will act on substitution five (5) days prior to bids and notify all Contractors.
 - c. The request for substitutions are to be filled out completely and must be received prior to bid. Any subcontractor and/or material supplier that was not "approved" and their price is used at bid time will be the Contractors problem to absorb any cost associated with the use of a "non-approved" material or equipment. If the "approval" is not listed in the addendum, then the "approval" is not accepted.

G. Refer to Article 15:

1. The General Contractor shall be solely responsible for all requirements under this Article.

H. Refer to Article 16:

2. Add the following: Article 16; General, (5)
 - a. **Single-Ply Roofs:** Should design or economic restrictions require the use of a single-ply elastomeric roofing system, ballasted systems of any type should be avoided.
 - b. **Interior Gutters:** The use of interior gutters should be avoided at all times.
 - c. **Protection During Application:** At no time during construction should the surface of the asphalt or coal tar pitch roofing system to be left unprotected. A glaze coat of asphalt or pitch must be applied to the surface of the membrane if the top pour or cap sheet cannot be applied during the same day.
 - d. **Contractor's Qualification's:** The Roofing Contract shall possess the following, or stringent, minimum qualifications: the roofing contractor must be a firm of not less than five (5) years of successful experience in installation of roof systems similar to those specified for the project and which is acceptable to or licensed by the manufacturer of the primary roofing materials.

e. Manufacturer's Qualifications: In specifying acceptable manufacturers or minimum quality qualifications of manufacturers, the following, or more stringent criteria should be used: The manufacturer shall have a minimum of five (5) years of experience in the manufacture of the roofing system and must also be the **original material manufacturer** of the primary roofing material.

I. Refer to Article 19:

1. In conjunction with Division of Construction Management Change Order documents provide all data required for Lathan McKee Architects Form 0825 when submitting a Change Order Proposal

J. Refer to Article 29, PROGRESS PAYMENTS, paragraph "B", Schedule of Values:

1. Amend Paragraph as follows:
 - a. "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 '**and category of Work with Subcontractor name(s)**' of the various parts of the Work for billing purposes."
2. Add the following:
 - a. The Contractor shall list the Category of Work with the Subcontractor name(s) attributable to each line item value in the column "B", "Description of Work" line(s) of the DCM Form C-10SOV, Schedule of Values.
3. Add the following:
 - a. Values shall be broken down within principal contracts in amounts not greater than \$30,000, but in no case greater than 5 percent of the Contract Sum.

K. Refer to Article 32, SUBSTANTIAL COMPLETION

1. Add the following:
 - a. All manufacturers' warranties shall commence on the date as set forth on the Substantial Completion Form, no exceptions.
 - b. Contractor shall furnish to the Architect a written letter of "notification" that all "Punch List" items have been completed prior to re-inspection.

L. Refer to Article 35, paragraph "D", Special Warranties:

1. Change as follows:
 - a. 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.

M. Refer to Article 37:

1. The Architect shall not be liable for any damage or injury to property or any person or persons arising from the presence of/or effects of any hazardous materials or hazardous elements in any state of form in connection with the work under this Contract. All such liability shall lie with the Contractor.

N. Refer to Article 44:

1. Add the following: All work on this project shall be performed in accordance with the following codes:
 - a. 2010 ADA Standards For Accessible Design
 - b. 2021 International Building Code
 - c. 2021 International Plumbing Code
 - d. 2021 International Mechanical Code
 - e. 2021 International Fuel Gas Code
 - f. 2021 International Fire Code

- g. 2020 National Electrical Code
- h. 2019 National Fire Alarm and Signaling Code
- i. ANSI/ASHRAE/IESNA Standard 90.1-2013 Energy Standard for Buildings Except Low-Rise Residential

O. **Refer to Article 49:**

- 1. Liquidated damages will be assessed at a rate of 6% per annum.
- 2. If this contract extends thirty (30) days past Schedule Completion Date, Owner shall deduct from the Contractor's final payment, a sum equal to the additional expense incurred by the Owner for the Architect for contract administration past scheduled completion date.

END OF SECTION



State of Alabama Disclosure Statement

(Required by Act 2001-955)

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

Act 2001-955 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.



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



Kay Ivey
Governor

Bill Poole
Director of Finance

P.O. Box 301150, Montgomery, AL 36130-1150
770 Washington Avenue, Suite 444, Montgomery, AL 36104
Telephone: (334) 242-4082 Fax: (334) 242-4182

Mickey Allen
Assistant Finance Director
Real Property Management

Frank Barnes, Director
Construction Management

E-Verify Memorandum of Understanding

Instructions for inclusion in project manuals.

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

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

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



McKEE & ASSOCIATES
ARCHITECTS, INC.

Supplemental E-Verify Memorandum of Understanding

Contractors (including architects and engineers) will be required to enroll in the E-Verify program and to provide documentation of enrollment in the E-Verify program with their contracts or agreements per Alabama Immigration Law.

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

Refer to State of Alabama E-Verify Memorandum of Understanding Instructions (Revised August 2021) with ABC Bulletin (May 29, 2012) and Revised Alabama Immigration Law Guidance for School Boards (Revised May 2012).



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION

ST: EXC-01
11/23

P.O. Box 327710 • Montgomery, AL 36132-7710

Application For
Sales and Use Tax Certificate of Exemption
FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)			
<input type="checkbox"/> Government Entity	<input type="checkbox"/> Statutorily Exempt Entity	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Subcontractor
APPLICANT'S LEGAL NAME	FEIN		
DBA	CONSUMER'S USE TAX ACCOUNT NUMBER		
MAILING ADDRESS: STREET	CITY	STATE	ZIP
CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()		
EMAIL ADDRESS			

PROJECT START DATE	PROJECT END DATE
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB?	NAME OF PARTY TO THE CONTRACT
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach list.	

JOB DESCRIPTION

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

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

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

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

Individual Partnership Corporation Multi member LLC Single member LLC Government Entity

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

OWNERSHIP INFORMATION

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

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

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

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

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

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

Government Entity General Contractor Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial:

Examiner's Remarks

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01

Sales and Use Tax Certificate of Exemption for Government Entity Project

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

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

Exempt Entity:

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

General Contractor:

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

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. List of Subcontractors (if any)

General contractors and subcontractors:

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

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

Fax: (334) 353-7867

Email: STContractorsExempt@revenue.alabama.gov

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

PRE-CONSTRUCTION CONFERENCE CHECKLIST

The following are recommended topics to be covered during the required Pre-Construction Conference. Contact the DCM Project Inspector **via DCM's Engage Portal** at least fourteen (14) days prior to scheduling the conference.

**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. Point of contact for project. Project Manager _____ Job Superintendent _____
	9. Approved cost breakdown (DCM Form C-10SOV) & Progress Schedule (DCM Form C-11)
	*10. Method of approving monthly payment requests <ul style="list-style-type: none"> • All State Agency, PSCA-funded University, and PSCA-funded K-12 projects: payment applications must be submitted via DocuSign PowerForm links available from DCM's Engage Portal. • Fully locally-funded University and fully locally-funded K-12 projects: submit payment applications per Owner requirements.
	*11. Time Extensions
	*12. Overall phasing of job
	13. Project limits
	14. Shop drawings, time to process
	*15. Sales tax savings (Alabama Department of Revenue)
	*16. Project sign and other job signs
	17. ADEM permit, if more than one acre of land is disturbed. <ul style="list-style-type: none"> • Coordinate offsite storm water drainage with the authority having jurisdiction when applicable.
	18. DCM Inspection Minimum Requirements.
	19. Advance notice for required DCM 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 via DCM's Engage Portal 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@rpm.alabama.gov . An Outlook calendar invite is also suggested for all inspections. 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 project is not ready for the scheduled inspection, the General Contractor shall incur a \$1,500.00 re-inspection fee.

	<p>20. <u>Pre-Construction Conference</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Major Subs</p> <ul style="list-style-type: none">• 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 an estimated cost of \$750,000.00 or Less, are exempt from DCM Fees.)• Fire alarm contractor and fire sprinkler contractor certification (from State Fire Marshal)• ADEM permit, if more than one acre of land is disturbed.• The General Contractor to perform and furnish all work, labor, services, supervision, materials, equipment, tools, scaffolds, appliances, insurance, taxes, and other things necessary to complete the work in strict accordance with all plans, specifications, and GENERAL CONDITIONS. The Contractor shall be liable for any omissions in contractors bid proposal or any other interpretations made by contractor. All items of Work related to each are to be provided so that no gaps, omissions, or conflicts arise that prevents a complete and functioning result.• Contractor's duty to coordinate work of separate contractors.
	<p>21. <u>Pre-Construction Conference for Storm Shelter</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Structural Engineer, Major Subs, Special Inspections Representative</p> <ul style="list-style-type: none">• 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. Must be kept with Owner's storm shelter records.• 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.• The completed and signed DCM Form B-14: Certification of Structural Observations from the Structural Engineer of Record must be attached to the Certificate of Substantial Completion form via DocuSign link available from DCM's Engage Portal.• Storm Shelter Impact-protective systems Listing and labeling: Impact-protective systems shall be listed and labeled. <p>Marking: The following function and performance characteristics shall be provided on the label for each impact protective system tested:</p> <ol style="list-style-type: none">1. Manufacturer's identification reference or listing number for the assembly.2. Type of impact-protective system, such as window assembly, door assembly shutter assembly or louver.3. Hazard: hurricane, tornado, or both.4. Missile weight and speed.5. Design wind pressure.6. Edition of ICC 500.
	<p>22. <u>Pre-Roofing Conference</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Roofing Sub, Roofing Manufacturer's Representative</p> <ul style="list-style-type: none">• This conference shall be conducted by the design professional as described in Chapter 5, Section C.4 of the DCM Manual of Procedures.• 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.• Contractor shall video existing building interior and exterior prior to roofing operations and provide copy to owner.• General Contractor's Roofing Guarantee and Manufacturer's Roofing Warranties must be presented to DCM Inspector at Final Inspection and submitted with Certificate of Substantial Completion for all projects via DocuSign PowerForm links available from DCM's Engage Portal.

	<p>23. <u>Above Ceiling Inspections</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, MEP Engineers, Major Subs</p> <ul style="list-style-type: none">• All work must be completed except for installation of ceiling tiles, and/or hard ceilings.• Space must be conditioned.• Permanent power must be connected unless otherwise arranged with the DCM Inspector.• Grease duct must be inspected and approved by the DCM Inspector prior to fire wrapping and above-ceiling inspection.
	<p>24. <u>Life Safety Inspections and Final Inspection</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Engineers, Major Subs, Local Fire Marshal</p> <ul style="list-style-type: none">• Fire alarm certification• Kitchen hood fire suppression system certification• General contractor's 5-year roofing guarantee (DCM Form C-9)• Roofing manufacturer's warranty• Above ground and below ground sprinkler certifications• Completed certificate of structural engineer's observations (for storm shelter)• Emergency and exit lighting tests.• Fire alarm must be monitored.• Elevator inspection completed and certificate of operation provided by the State of Alabama Department of Labor• Boiler/vessels inspection completed, and certificate of operation provided by the State of Alabama Department of Labor• Pressure test/Flush test for underground sprinkler lines (witnessed by local fire marshal, fire chief and/or DCM Inspector)• Flush/pressure test for new and/or existing fire hydrants• Must have clear egress/access and emergency (for first responders) access to building• Must have ADA access completed.• Comply with ADA requirements: plumbing fixture heights, toilet partition widths, turnaround, signage, parking lot striping and signage, etc.• Emergency Responder Radio Coverage
	<p>25. <u>Year-End Inspection</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Engineers and/or Major Subs may be required.</p> <ul style="list-style-type: none">• Owner's list of documented warranty items• Reconciliation of user fees with DCM shall be completed prior to inspection
	26. Other inspections required before work is covered
	27. Third-party inspections/special inspections. Structural components, Roofing, Geotechnical, Commissioning, lab tests, etc.
	28. Procedure if bad soil or rock is encountered: Geotech and special inspections
	<p>29. Inspection report distribution – weekly per Owner-Architect Agreement.</p> <p>All site inspections and observations are to be recorded and transmitted to the DCM Inspector via DCM's Engage Portal. The design professional must also concisely report any deficiencies encountered, problems or questions raised by the contractor, instructions or answers given to the contractor, and administrative or construction delays observed. The design professional must endeavor to write his or her reports utilizing descriptions of components and areas that are consistent with descriptions contained in the plans and specifications so that the "third-party reader" can understand what is being discussed and where it is located in the project.</p> <p>Photographs may be included for clarity. Keep photos to a minimum. Each report shall also be distributed by the design professional to the Owner and contractor promptly after conducting an inspection so that all parties are kept current regarding events on the project.</p>
	30. Ready mix plant, file delivery tickets, slump tests, cylinders. Quality of concrete work; concrete testing
	31. Light gauge metal roof framing and/or wood truss framing to be inspected by the structural engineer.

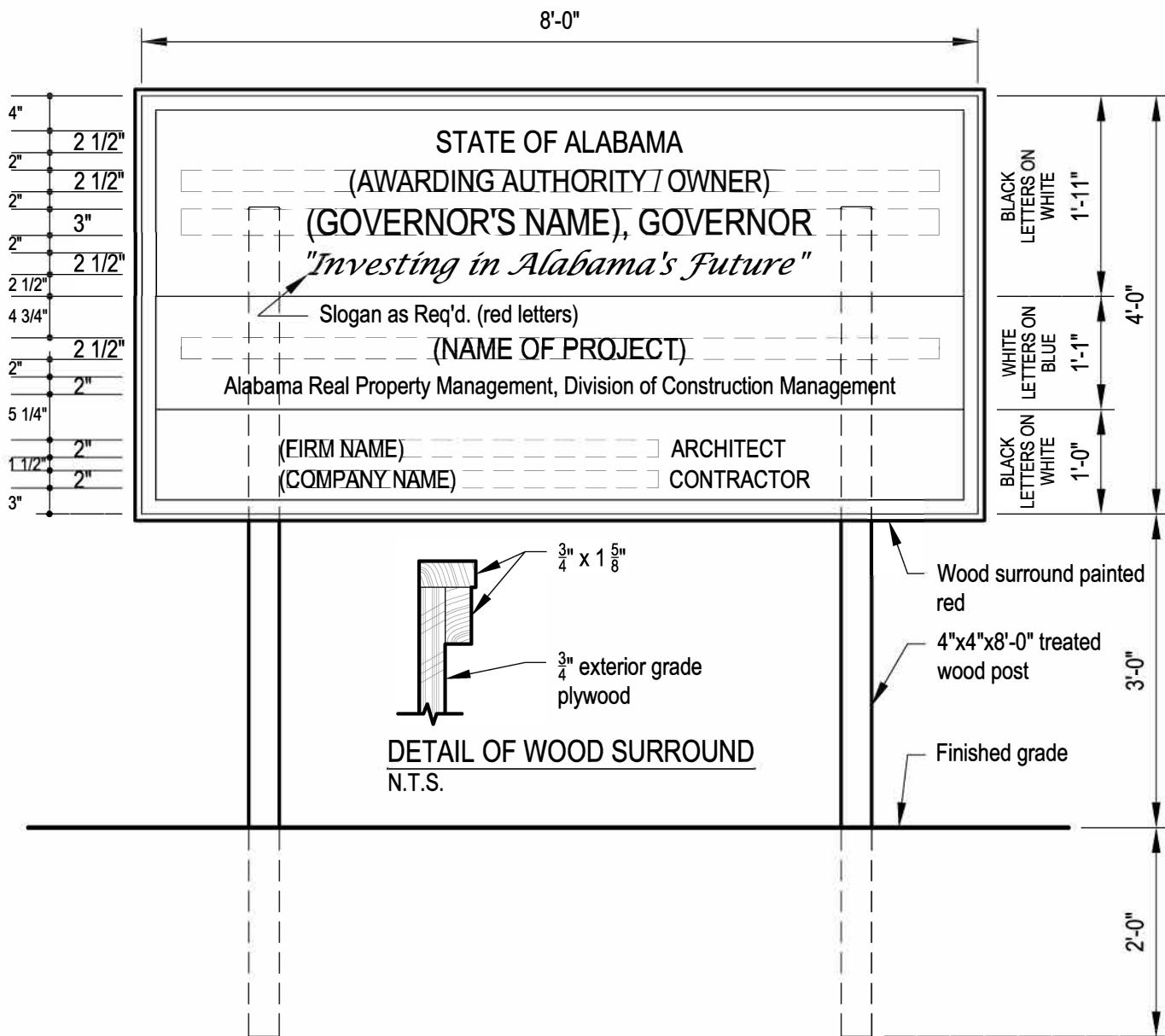
	32. Record Drawings and As-Built Drawings: Contractor will maintain a set of drawings designated solely for As-Built Drawings to satisfy its closeout requirements. Contractor/Subcontractor shall, on a weekly basis, record all changes, revisions, modifications, additions, etc. to accurately reflect its completed work.
	33. Protection Of the Work: The General Contractor shall carefully secure and protect the work and all materials, equipment, or work of Sub-Contractors and others in the vicinity of the work and shall be liable for any loss or damage that results from Contractor's failure to do so.
	*34. Use of site and existing building, access drive, signs
	*35. 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.
	*36. Use of existing toilets
	*37. Coordinate any utilities supplied by Owner
	*38. Coordinate outages and work in existing building with Owner
	*39. Keeping existing exit paths open
	*40. Routine job clean-up to be perform daily. Clean-up areas where work is performed including paths of access/egress utilized by Contractor's personnel and equipment. All generated waste and debris will be placed in dumpsters or other containment boxes.
	41. O.S.H.A. - Report all accidents - safety General Contractor's responsibility
	42. Contractor is reminded of obligation to comply with the Alabama Child Labor Law and E-Verify
	43. Building location relative to critical property line, easement, setback, etc.
	44. Surveyor to check foundation wall if location critical
	45. Verify sanitary outfall before committing floor level
	46. Procedure if bad soil or rock is encountered: Geotech and special inspections
	47. Stockpiling topsoil
	48. Protecting trees
	49. Soil Treatment, mix on site in presence of Job Superintendent
	50. What is expected of masonry work, mortar additive
	51. Problems with hollow metal - install proper fire labels
	52. Potential conflict of mechanical and electrical equipment; shop drawings
	53. Return air plenums (no combustibles)
	54. Fire damper installation issues
	55. Kraft-faced insulation is not to be installed exposed.
	56. 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.
	57. Comply with fire hydrant requirement; coordinate with local Fire Authority or State Fire Marshal.
	*58. Certificate of Substantial Completion/Final Inspection All projects: Certificate must be activated via DocuSign link after final inspection and receipt of DCM Inspector's report. The correct DocuSign link is available from DCM's Engage Portal .
	59. Release of retainage – 30 days to complete punch list and closeout
	*60. Project Closeout - precedes Final Payment a. Warranties b. Operating and Maintenance Manuals c. As-built Drawings d. Other requirements

61. Advertisement of Completion - start ad after substantial completion

- a. for projects less than \$100,000.00, Advertisement of Completion is not required.
- b. for projects \$100,000.00 or more, Contractor advertises for 3 weeks. The contractor can publish a notice using one or more of the following methods:
 - In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
 - On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
 - On a website utilized by the awarding authority for publishing notices.
 - If no newspaper is published in the county in which the work was done, and if the awarding authority does not utilize a website for the purpose of publishing notices, the notice may be given by posting at the courthouse for 30 days, and proof of the posting of the notice shall be given by the awarding authority and the contractor.

DETAIL OF PROJECT SIGN

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 3/4" exterior grade plywood.
3. Paint with two coats best grade exterior paint before letters are painted. Option: In lieu of painted lettering on plywood, a corrugated plastic sign (displaying the same lettering, layout and colors as above) may be secured directly to the unpainted exterior grade plywood.
4. Sign shall be placed in a prominent location and easily readable from existing street or roadway.
5. Sign shall be maintained in good condition until project completion.
6. Slogan: Act 2020-167's title *"Investing In Alabama's Future"* should be placed on the project signs of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

DCM (BC) 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 <i>(Form C-10SOV's Column F Total)</i>	\$
2. Materials Presently Stored <i>(When this amount is greater than \$0.00, attach Form C-10SM: Inventory of Stored Materials, or similar list)</i>	+\$ _____
3. Total Work Completed to Date & Materials Presently Stored <i>(____ % of Contract To Date)</i>	\$
4. Less Retainage <i>(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.)</i>	-\$ _____
5. Total Due	\$
6. Less Total Previous Payments Billed <i>(Must exactly match #5 Total Due from previous payment application. # 6 is \$0.00 if there is no previous payment application)</i>	-\$ _____
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 _____
Seal: Day _____ Month, Year _____

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: _____

Yes.

SCHEDULE OF VALUES (SOV)

DCM Form C-10SOV
Revised October 2021

Project:							DCM (BC) Project Number:		
Contractor Company:							PSCA Project Number, if any:		
							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		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 H / C)	Percent of Contract Completed to Date (This SOV's H / C)	Retainage (This column's Total's cell formula calculates the applicable variable rate)
			Work Previously Completed (Previous pay app SOV's column F. D is \$0 if this SOV is for first pay app.)	Work Completed This Period (Period as noted above)					
1.					\$ -		\$ -		<p>Retainage Variable Rate:</p> <p>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.</p> <p>Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025.</p> <p>There will be no retainage on final payment application.</p>
2.					\$ -		\$ -		
3.					\$ -		\$ -		
4.					\$ -		\$ -		
5.					\$ -		\$ -		
6.					\$ -		\$ -		
7.					\$ -		\$ -		
8.					\$ -		\$ -		
9.					\$ -		\$ -		
10.					\$ -		\$ -		
11.					\$ -		\$ -		
12.					\$ -		\$ -		
13.					\$ -		\$ -		
14.					\$ -		\$ -		
15.					\$ -		\$ -		
16.					\$ -		\$ -		
17.					\$ -		\$ -		
18.					\$ -		\$ -		
19.					\$ -		\$ -		
20.					\$ -		\$ -		
21.					\$ -		\$ -		
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.									

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.

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.:														
PROJECT:			ARCHITECT/ENGINEER:								PROJECTED COMPLETION DATE:			
<hr/>														
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														
<hr/>														
LEGEND: — ANTICIPATED ACTIVITY — ACTUAL ACTIVITY — ANTICIPATED CASH FLOW — ACTUAL CASH FLOW														
USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.														

**TO: Alabama Department of Finance
Real Property Management
Division of Construction Management**
770 Washington Avenue, Suite 444
Montgomery, AL 36104
(334) 242-4082 (ph), inspections@realproperty.alabama.gov

DCM Form B-10
August 2021

STATEMENT OF FIELD OBSERVATIONS

Date:

DCM (BC) #		PSCA #
PROJECT NAME AND LOCATION:		OWNER ENTITY NAME & ADDRESS:
		Phone No.
CONTRACTOR COMPANY NAME & ADDRESS:		ARCHITECTURAL/ENGINEERING FIRM NAME & ADDRESS:
Phone No.		Phone No.
PROJECT DATA ON THE DATE OF OBSERVATION:		No. of Workers _____
Site Conditions _____		Weather _____
Starting Date _____		Contract Completion Date _____
Scheduled State of Completion _____ %		Estimated Actual Completion _____ %
Contractor's Superintendent _____		Job Phone # _____
COMMENTS / DEFICIENCIES:		
Signature _____ Report No. _____		

Signature _____ **Report No.** _____

cc: Owner, Architect/Engineer, Contractor, DCM Office (inspections@realproperty.alabama.gov), DCM Inspector

**Alabama Department of Finance
Real Property Management
Division of Construction Management**

770 Washington Avenue, Suite 444
Montgomery, Alabama 36104
(334) 242-4082 (phone)

**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): <ul style="list-style-type: none"> 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). <ul style="list-style-type: none"> 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.

This form is provided solely for the purpose of inclusion in the project manual. A Construction Contract for fully locally-funded K-12 projects must be initiated via the appropriate DocuSign link from DCM's Engage Portal at <https://engagealabamarpm.facilityforce.cloud> by the Lead Design Professional Firm.

DCM Form C-12 (fully locally-funded K-12 school project)
revised October 2024

A Change Order is not valid without an accompanying completed Change Order Justification (DCM Form B-11).

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; only use an attachment if fields below become full.*):

Description continued from Page 1:

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

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

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

_____ Architectural/Engineering Firm
Recommended By _____
Name & Title _____

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

By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES
Contractor Company
By _____
Name & Title _____

Awards Authority/Owner Entity
By _____
Name & Title _____

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

Routing of the Construction Contract to reviewers and e-signers is automated through DocuSign. DocuSign links for fully locally-funded contract documents are available from DCM's Engage Portal at <https://engagealabama-rpm.facilityforce.cloud>

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

*Purpose and instructions on next page.
Do not staple this form and/or attachments; use clips.*

CHANGE ORDER JUSTIFICATION

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: <input type="checkbox"/> ADD <input type="checkbox"/> 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 or through the Competitive Bid process:

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

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

INSTRUCTIONS

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

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

CHANGE PROPOSAL RECAP SHEET

Project Name : _____
Arch# Project Number : _____
Contractor Name : _____
Reference Change Proposal Request Number : _____

Date :

Brief Description of Proposed Change : _____

GENERAL CONTRACTOR Direct Cost Summary (Attach Supplemental Sheets as necessary)

SUBCONTRACTOR Direct Cost Summary (Attach Supplemental Sheets as necessary)

UNIT PRICE Cost Summary (Attach Supplemental Sheets as necessary)

Mark-up Calculations

Subcontractors Subtotal :	\$	-	
General Contractor Subtotal :	\$	-	
Unit Price Subtotal :	\$	-	
TOTAL Direct Cost :	\$	-	
** General OH&P on Own Work :	\$	-	15% Amount not to exceed 15%, see Article 19 of the General Conditions
** Total OH&P on Sub Work :	\$	-	25% Amount not to exceed 25%, see Article 19 of the General Conditions

TOTAL COST CHANGE \$ - Add
Deduct

* Materials permanently installed in the building shall be sales tax free

** "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, supplies and expenses, temporary facilities and utilities, and home office expenses.

*** Any requests for additional time are only considered if the critical path of the project is extended. Attach additional pages with explanation of how the change affects the critical path of the project.

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

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)

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

ROUTING PROCEDURES ON NEXT PAGE

DCM (BC) No.

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

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

RECOMMENDED BY (<i>signature and email address required</i>):	
ARCHITECT/ENGINEER:	DATE: _____
CONTRACTING PARTIES:	
CONTRACTOR:	DATE: _____
OWNER:	DATE: _____

<input type="checkbox"/> DCM recommends occupancy, subject to completion of all Punch List items referenced above.	
<input type="checkbox"/> 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.

FINAL PAYMENT CHECKLIST (FPC)

To be completed by the Architect/Engineer and submitted to DCM for review via the correct DocuSign link from the Engage Portal; applicable only to state agencies, partially or fully PSCA-funded and other bond-funded projects. 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 No. _____
		PSCA No. _____ (If applicable)
YES	N/A	Select "YES" or "N/A" as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	Application and Certificate for Final Payment, DCM Form C-10: Attach one copy to FPC. The application must include original signatures of all parties and include all application attachments.
<input type="checkbox"/>		Certificate of Substantial Completion, DCM Form C-13: Attach one fully-executed copy to FPC.
<input type="checkbox"/>		Affidavit of Advertisement for Completion: Attach one copy of the affidavit of publication, including the image of the advertisement which may be based on DCM Form C-14, to the FPC. An affidavit is a legal document issued by the publisher, which must be requested from the publisher.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Affidavit of Payment of Debts & Claims, DCM Form C-18: Attach one copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Affidavit of Release of Liens, if required by Owner, DCM Form C-19: Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Consent of Surety to Final Payment, if any, To Contractor, DCM Form C-20: Consent is required for projects with P&P Bonds. Original has been delivered to Owner. Attach one copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	General Contractor's Roofing Guarantee, DCM Form C-9, and Other Specified Roofing Guarantees, if any: Attached to Certificate of Substantial Completion.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's One-Year Warranty: Original has been delivered to the Owner. Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Other Warranties: All other specified original warranties has been delivered to the Owner. Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Record Documents: Specified "As-built" plans and specifications have been delivered to the Owner.
<input type="checkbox"/>		O & M Manuals: Specified instructions and O&M Manuals have been delivered to the Owner.
<input type="checkbox"/>	<input type="checkbox"/>	Time Extension: Over-run of Contract Time has been reconciled by: <input type="checkbox"/> Change Order <input type="checkbox"/> Liquidated Damages <input type="checkbox"/> Attached explanation
<input type="checkbox"/>	<input type="checkbox"/>	Additional Documents or Explanations which are attached:
<p>Submitted By: _____</p> <p style="text-align: center;">Architectural / Engineering Firm</p> <hr/> <p style="display: flex; justify-content: space-around; align-items: center;"> Signature Printed Name and Title Date </p>		

Final Reconciliation of Fees: Between the final change order execution and the year-end inspection, report the final project cost to the Engage Portal at <https://engagealabama-rpm.facilityforce.cloud> (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.

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:

Contractor (Insert company name and address):

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.

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature
My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

Contractor (*Insert company name and address*):

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.

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.

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 for a minimum of three weeks for projects of \$100,000.00 or more. For acceptable methods of advertisement, see General Conditions of the Contract, Article 34. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

CERTIFICATE OF ASBESTOS FREE BUILDING MATERIALS

The undersigned hereby states that all building materials incorporated, installed, and used during the construction process for the below listed project by the Contractor or its Subcontractors of any tier are 100% asbestos free. **Asbestos Free means containing 0% asbestos in any form.** Refer to Section 01600, Product Requirements.

McKee Project Name: _____

McKee Project Number: _____

CERTIFICATION: The undersigned certifies that he or she is authorized to execute contracts and legal documents on behalf of the General Contractor as legally named, that this certification is submitted in good faith without fraud or collusion with any other person, that the information indicated in this document is true and complete, and that the document is made in full legal agreement.

To: _____
(Owner / Awarding Authority of Construction Contract)

Date _____

Legal Name of General Contractor _____

General Contractor State License No. _____
(Exactly as appears on license including designation letters)

General Contractor Mailing Address _____

By (Legal Signature) _____

Name & Title (print) _____

Telephone Number _____

E-Mail Address _____

SECTION 01000 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. There are no Alternates for this project.**

END OF SECTION

SECTION 01010 - SCOPE OF THE WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS AND GENERAL INFORMATION

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

1.2 SUMMARY

- A. This Section includes the following:
 1. Type of the Contract.
 2. Work Under This Contract.
 3. **Completion Times.**
 4. **Division of Construction Management User Fees.**
 5. Project Work Identification.
 6. Owner-furnished products.
 7. Supervision.
 8. Contractor Use of premises.
 9. Definitions.
 10. Work Under Other Contracts.
 11. Building and Site Construction.
 12. General Issues.
 13. Temporary Electrical Power and Jobsite Utilities.
 14. Site Security and Insurance Requirements.
 15. Protection of Work in Place.
 16. Work restrictions.
 17. Owner's occupancy requirements.
 18. Specification formats and conventions.

19. Site Visit Re-Inspection Fees

- B. Related Sections include the following:

- 1. Division 1 Section 01500 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 TYPE OF CONTRACT

- A. Construction Contract (DCM Form C-5).

1.4 WORK UNDER THIS CONTRACT

- A. Sealed Proposal shall be received as follows:

- 1. One (1) Sealed Envelope MUST include the following:
 - a. General Contractor's Name and State General Contractor's License number MUST be legible on the front of the envelope.
 - b. One (1) Bid Proposal for all work as indicated on drawings and specifications.

- c. Unit Price Attachment Sheet MUST be included if document is included in the project manual.
- d. One (1) Bid Bond or certified check.
- e. One (1) Sales Tax Form.

1.5 COMPLETION TIMES

- A. All work shall be completed no later than 6 months from Notice to Proceed issued by owner.**

1.6 DIVISION OF CONSTRUCTION MANAGEMENT USER FEES & OTHER FEES

- A. The Contractor shall **NOT include** any Alabama Division of Construction Management Fees in their bid proposals.
- B. The Contractor shall be responsible for all “Re-Inspection Fees.” Site Visit Re-Inspection Fees: It is the contractor’s responsibility to have the project ready for site visits (inspections) when they are scheduled. If the project is not ready for the scheduled inspection and it is determined, and failed inspection requiring additional visits, by the Architect, AHJ, (Authorities Having Jurisdiction), any governmental agency or any other entity requires a re-inspection with the Architect, AHJ, or Engineer present, the contractor shall pay the Architect, Engineers or AHJ each, a re-inspection fee of \$1,500.00, or other amounts (less or greater) set forth by other portions of the Contract Documents. Payments shall be made directly to the Architect, Engineer, or AHJ respectfully, five (5) days prior to the scheduled re-inspection unless other arrangements are made and agreed upon by each party in writing.

1.7 PROJECT / WORK IDENTIFICATION

- A. General: Project name is as indicated in the Advertisement for Bids and as shown on the Contract Documents prepared by Lathan McKee, 631 S. Hull Street Montgomery, Alabama 36104.
- B. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not limited to the following:
 1. Existing site conditions and restrictions on use of the site including ingress and egress to the site.
 2. Grading operations at the site.
 3. The Contractor shall be responsible to secure the site during the execution of the work and provide proof of insurance including but not limited to General Liability, W/C, Auto, Equipment, etc.
- C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, the Project Manual, Technical Specification Sections, Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual and the Drawings, and including but not necessarily limited to, printed material referenced by any of the above. It is recognized that the Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the contract documents.

1.8 OWNER FURNISHED PRODUCTS

- A. None

2. SUPERVISION

- A. Supervision: The Contractor shall provide adequate supervision of the project to ensure proper supervision for all work.

1.9 CONTRACTOR USE OF PREMISES

- A. General: During the entire cleanup period the Contractor shall have the exclusive use of the premises for cleanup operations, including full use of the site as shown on the Drawings.
- B. Limitations of exclusive use of the site:
 1. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to applicable rules and regulations affecting the work while engaged in project performance. See site plan for ingress and egress to the site, or if not indicated, same shall be as designated by the Architect.
 2. Keep existing public roads, driveways and entrances serving the premises clear and available at all times. Do not use these areas for parking or storage of materials. Remove dirt, mud, debris, etc., from site, sidewalks, streets, and public right-of-way as it occurs.
 3. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds and or designated storage areas as indicated.
 4. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
 5. The Owner, and their representatives, the Architect and their Consultants, as well as authorities having jurisdiction will require site accessibility for inspections, observations, and perhaps other purposes, related to the planned new construction. All Contractors shall assist in such accessibility, to at least the point of providing and maintaining accessible dry paths to work in progress.
 6. Furnish and install by contractor temporary barricades, fencing, etc., as indicated or otherwise required, to restrict pedestrian and vehicular traffic from construction operations, including in part, Owner's staff, the public, students, children, and residents of the adjacent residential neighborhoods.
 7. Construction operations shall not affect in any manner, the on-going operations of the Owner, immediately adjacent facilities, adjacent property owners or businesses, or others. Refer to Division 1 Section "Special Conditions" for additional information and requirements regarding coordination with Owner's activities, etc.
 8. Construction equipment shall not come in contact with or swing over existing facilities to remain, public areas, occupied buildings, right-of-ways, etc., which are to remain.
 9. All contractors and their employees shall limit any discussion of the Work of this project to the Owner's representatives named in the front of this Project Manual, Consultants employed, inspecting authorities with jurisdiction, and the Architect. In no instance shall this project be discussed with others, except as may otherwise be indicated herein.
 10. Parking on-site, if any, shall be limited to the "staging areas" indicated on the Drawings, or if not indicated, as mutually agreed between the Architect and Contractor at the Pre-Construction Conference.
 11. Smoking or other use of tobacco products shall not be permitted within the structure of the Building, Owner's facilities or on roofs.
 12. The use or presence of alcohol and/or other debilitating substances shall not be permitted in the construction of the building and or on the project site.
 13. Firearms and/or other weapons shall not be permitted on the project site.
 14. The Contractor shall furnish necessary temporary toilets for all work forces on the job site.

PART 2 - SCOPE OF THE WORK

2.1 DEFINITIONS

- A. The Scope of the Work of the Contract is meant to be viewed as a successor to the General Special Conditions of the Contract. Should any discrepancy or ambiguity be noted, the Scope of the Work of the Contract shall apply and the General Special Conditions of the Contract shall defer to Scope of the Work of the Contract Documents. The scope of the work shall be taken in its entirety by all contractors. In signing the contract all contractors have read and understand that the Scope of the Work and the General Special Conditions are taken in their entirety.
 - 1. The term "Design Consultant" shall be construed to mean "Architect".
 - 2. The terms "Owner" shall mean " University of West Alabama ".
 - 3. **Site Visit Re-Inspection Fees:** The contractor is responsible for all Fees.

2.2 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at the Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. Work done by others or by Owner.
 - a. Any items noted N.I.C.
 - b. Construction Testing as defined in applicable sections of the project manual.

2.3 BUILDING AND SITE CONSTRUCTION

- A. The Contractor shall maintain the entire site, provide dust control and keep the streets clean at all times and or as directed by the Architect. The Contractor shall call for and be responsible for the locating of all utilities prior to start of work. Use extreme care when working in close proximity to the existing water lines to prevent movement and damage to the water lines.
- B. The Contractor shall install and or replace all fencing including furnish and install all temporary fencing as required for all work including safety barriers, signs, traffic directional signals, temporary stripping, flagman, temporary road plates and any temporary roads around any obstruction and or work being constructed. The Contractor shall make all provisions to keep the public and or temporary access roads open during the duration of the work.
- C. The Contractor shall maintain & level, all temporary roads and temporary lay down and storage areas using same stone base material. Roads must have no potholes, dips, or rises and provide access to and from the site and other locations on site. The Contractor shall maintain the temporary roads used to move material on the site. Temporary roads are existing and the Contractor shall maintain these temporary roads throughout the duration of construction activity while Contractor is onsite.
- D. The Contractor is responsible for all work required to install new work to include demolition preparation of surface to receive new work, dust controls and cleaning of all surfaces affected by work.

2.4 GENERAL ISSUES

- A. The Contractor shall be responsible for their own on-site safety requirements within the site per OSHA regulations.
- B. Only an approved company owned and insured vehicle shall be allowed on to the construction

site. Vehicles shall be clearly marked and identified with the company logo and or name.

2.5 TEMPORARY ELECTRICAL POWER AND JOBSITE UTILITIES

- A. The Contractor is responsible for the all costs associated with temporary electrical requirements for performance of the work. The Contractor shall be responsible for the all costs associated with temporary water required for the performance of the work. The Contractor is responsible for all other utility costs as required for the performance of the work.

2.6 SITE SECURITY / INSURANCE REQUIREMENTS

- A. The Contractor shall have care custody and control of the site. Contractor shall be responsible for the replacement of their material, equipment, and any loss of such. Contractor shall be responsible for securing all material and equipment. If there is a loss and or damage of material and equipment, that loss shall go against the Contractor's insurance coverage.

2.7 PROTECTION OF WORK IN PLACE

- A. The Contractor shall protect all completed work and any rework shall be the responsibility of the contractor **at** no additional cost to the owner.

2.8 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than two days in advance of the proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's and Owner's written permission.

- B. Nonsmoking Building: Smoking and smokeless tobacco will not be permitted within the new construction after floor slabs are poured.

2.9 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner will occupy adjacent parking lots during entire construction period. Cooperate with Owner during construction operations adjacent to or near the existing building and parking to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
- B. Maintain access to existing walkways and other adjacent occupied or used facilities. Do not close or obstruct walkways or other occupied or used facilities without written permission from Owner and authorities having jurisdiction. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to place and install equipment in completed areas of building, before Substantial Completion, provided such does not interfere with completion of the Work. Such placement of equipment shall not constitute acceptance of the total Work.

2.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications another Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 3 - NOT APPLICABLE
END OF SECTION

SECTION 01011 - CONTINGENCY ALLOWANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND GENERAL INFORMATION

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

PART 2 - CONTINGENCY ALLOWANCES

2.1 BASE BID PROPOSAL

- A. The General Contractor shall include the following sums:
 1. **Twenty Thousand Dollars (\$20,000.00)** as a contingency to cover unforeseen conditions or minor changes that are necessary to correct or supplement the work as detailed in the Contract Documents.
- 2.2 The Contractor shall include in his bid proposal(s) all costs of office, job supervision, overhead, profit, and bond on these Contingency Allowances, because no such costs will be paid to Contractor for work performed under these Contingency Allowances. Only the direct costs of performing work under this provision shall be paid under and charged against the Contingency Allowance; such cost includes costs of materials and delivery, installation labor, payroll taxes and insurance, equipment expense, and the cost of subcontracted work (subcontractor's cost may include a maximum of 15% mark-up for overhead and profit).

PART 3 – AUTHORIZATION OF CONTINGENCY ALLOWANCES

- 3.1 After unknown conditions are identified and examined and the scope of work and method of repair determined, or request for a proposal to cover additional work has been issued by the Owner, the Contractor shall submit a proposal for such work to the Architect for the Owner's approval. If the Owner approves of such proposal, he will issue written authorization to the Contractor to perform the work and charge the related costs to the Contingency Allowance. At the Owner's option, work performed under this provision may be ordered done on a time and material basis, in which case; the Contractor shall keep accurate records of all time and materials used and submit such records to the Architect for his approval at the end of each day's work.
- 3.2 An accounting of the costs charged against this Contingency Allowance shall be mutually maintained by the Contractor, Architect, and Owner throughout the course of the project. Any of this Contingency Allowance not spent shall be credited to the Owner by Change Order at close out of the project. Refer to Contingency Allowance Form attached to this Section.
- 3.3 Provide for payment.
 - A. The Contractor shall include a line item in the *Schedule of Values* entitled "Contingency Allowance". The estimated value of work completed pursuant to fully executed Contingency Allowance Authorizations may be included in the Contractor's monthly Applications for Payment. Payments under this Contingency Allowance shall not exceed the net, total of fully executed Contingency Allowance Authorizations.

3.4 CONTINGENCY ALLOWANCE AUTHORIZATION FORM

Form to be filled in its entirety.

To: McKee & Associates, Architects

Project: _____

Project Number _____

Building Commission Number: _____

From: _____
Company _____

Address _____

Contact and Email _____

Date: _____

Authorization Number: _____

In accordance with Specification Section 01011 – CONTINGENCY ALLOWANCE, the Contractor [] is hereby authorized to proceed with the changes in Work as are described below and is to be paid for the performance of these changes as provided in Specification Section 01011. This Authorization shall become effective when it is signed by the Contractor and the Owner's representative and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

TOTAL AMOUNT OF THIS AUTHORIZATION \$ _____

ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE \$ _____

NET TOTAL OF PREVIOUS AUTHORIZATIONS \$ _____

PREVIOUS REMAINING CONTINGENCY ALLOWANCE \$ _____

TOTAL AMOUNT OF THIS AUTHORIZATION \$ _____

CONTINGENCY ALLOWANCE REMAINING
AFTER THIS CONTINGENCY \$ _____

Recommended By:

Authorized By:

Accepted By:

Architect _____

Owner _____

Contractor _____

END OF SECTION

HVAC Upgrades at
Math and Sciences Buildings
for the University of West Alabama
Livingston, Alabama

CONTINGENCY ALLOWANCE
01011-2

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 1. Section 01600 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time in the form of an ASI. If necessary, the description will include supplemental or revised Drawings and Specifications.
 1. ASIs issued by Architect, if adjustments to contract sum or contract time are involved, are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in ASI after receipt of ASI, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Include data as needed to validate material costs
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive, "CCD": Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Construction Change Directive contains a complete description of change in the Work.

PART 2 – NOT APPLICABLE

PART 3 – NOT APPLICABLE

END OF SECTION

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. **At the discretion of the Architect, the contractor shall provide separate Schedule of Values for work on projects involving multiple locations, campuses, sites, buildings etc. and/or multiple scopes of work. Additional line items may be required within each separate Schedule of Values (i.e. separate line items for multiple buildings located on same site).**
- B. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of DCM Form C-11.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.

- f. Change Orders (numbers) that affect value.
- g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide a separate listing on Application and Certificate for Payment (Standard ABC Form C-10) for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or evidence of bonded warehousing.
- 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Unit Costs: Provide a separate line item in the Schedule of Values for each unit cost. Line-item to show value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the 23rd of the month.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders issued before last day of construction period covered by application only after all agency approvals.
- D. Transmittal: Submit 6 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.

F. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

G. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Certificate of Substantial Completion (DCM Form C-13)
5. Form of Advertisement for Completion (DCM Form C-14)
6. Evidence that claims have been settled.
7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
8. Final, liquidated damages settlement statement.

PART 2 – NOT APPLICABLE

PART 3 – NOT APPLICABLE

END OF SECTION

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 1. Contractor's Construction Schedule.
 2. Submittals Schedule.
 3. Daily construction reports.
 4. Material location reports.
 5. Field condition reports.
 6. Special reports.
- B. Related Sections include the following:
 1. Division 1 Section 01290 "Payment Procedures" for submitting the Schedule of Values.
 2. Division 1 Section 01310 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 3. Division 1 Section 01330 "Submittal Procedures" for submitting schedules and reports.
 4. Division 1 Section 01322 "Photographic Documentation" for submitting construction photographs.
 5. Division 1 Section 01400 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Daily Construction Reports: Submit two copies at weekly intervals.
- D. Material Location Reports: Submit two copies at monthly intervals.
- E. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- F. Special Reports: Submit two copies at time of unusual event.
- G. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Verify availability of qualified personnel needed to develop and update schedule.
2. Discuss any constraints.
3. Review time required for review of submittals and re-submittals.
4. Review requirements for tests and inspections by independent testing and inspecting agencies.
5. Review time required for completion and startup procedures.
6. Review and finalize list of construction activities to be included in schedule.
7. Review submittal requirements and procedures.
8. Review procedures for updating schedule.

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Initial Submittal: Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section 01330 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than 14 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions, if any, and show how the sequence of the Work is affected.

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

1. Refer to Division 1 Section 01290 "Payment Procedures" for cost reporting and payment procedures.
2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be broken down within principal contracts in amounts typically not greater than \$30,000, but in no case greater than 5 percent of the Contract Sum.
3. Each activity cost shall reflect an accurate value subject to approval by Architect.
4. Total cost assigned to activities shall equal the total Contract Sum.

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

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

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

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

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

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

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

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

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

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

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

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

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

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

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site. **Copies of reports are to be uploaded to eBlder.**

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site by trade.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events (refer to special reports).
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives and Architect Supplemental Interpretations (Instructions) received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.

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

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

2.5 SPECIAL REPORTS

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

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

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

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

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

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

END OF SECTION

SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 1. Preconstruction digital video.
 2. Periodic construction photographs.

1.3 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each digital photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- B. Digital Construction Photographs: Submit one print of each digital photographic view within seven days of taking photographs.
 1. Format: Digital.
 2. Identification: The following information is required on each CD submitted:
 - a. Name of Project.
 - b. Name of Architect.
 - c. Name of Contractor.
 - d. Date photograph was taken if not date stamped by camera.
 - e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - f. Unique sequential identifier.
 3. Digital Images: Submit a complete set of digital image electronic files as a Project Record document on USB Drives. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.
- C. Digital Video: Submit one copy of each digital video with protective sleeve or case within seven days of recording.
 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project
 - b. Name of Architect.
 - c. Name of Contractor.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - e. Date digital video was recorded.
 - f. Weather conditions at time of recording.
 2. Transcript: To include an audio narrative with the following information as a minimum.
 - a. Name of Project.
 - b. Date digital video was recorded.
 - c. Weather conditions at time of recording.

- d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

PART 2 - EXECUTION

2.1 CONSTRUCTION PHOTOGRAPHS

- A. Film Images:
 - 1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.
 - 2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Architect.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in filename for each image.
 - 2. Field Office Images: Maintain one set of images on USB Drives in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- C. Preconstruction Photographs: Before starting construction, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Flag construction limits before taking construction photographs.
 - 2. Take eight photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take eight photographs of existing buildings either on or adjoining property in order to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take 12 color, digital photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

2.2 CONSTRUCTION DIGITAL VIDEO

- A. Narration: Describe scenes on digital video by audio narration by microphone while video is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each digital video with name of Project, Contractor's name, and Project location.
- B. Preconstruction Digital Video: Before starting construction, provide digital video of the Project site and surrounding properties from different vantage points, as needed to properly record all preexisting site conditions and adjacent conditions of all roadways, drives, structures that will incur construction traffic.
 - 1. Flag construction limits before recording construction video.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
 - 4. Show protection efforts by Contractor.

PART 3 – NOT APPLICABLE

END OF SECTION

HVAC Upgrades at
Math and Sciences Buildings
for the University of West Alabama
Livingston, Alabama

MCKEE PROJECT NO. 24-300

PHOTOGRAPHIC DOCUMENTATION
01322-3

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. The General Contractor shall use website software "**Submittal Exchange**" to conduct all submittal reviews in electronic format. **Paper format submittals will NOT be accepted.** All recordkeeping, date stamping, access controls, shall be **paid for by the Contractor** with access given to the entire Project Team. The software shall be capable of the following:

B. Costs:

1. The **General Contractor shall include the full cost of Submittal Exchange project subscription in their proposal. The Contractor shall cover the full cost of Submittal Exchange project subscription for the project. The Contractor contractually, shall be fully responsible for all costs required to maintain full functionality through the acceptance of ALL project closeout requirements and documents. NO OTHER SOFTWARE WILL BE CONSIDERED.**
2. **Contact Submittal Exchange at subex-sales_ww@oracle.com or call 1-800-633-0738 to verify costs prior to bid.**
3. At the Contractor's option, training is available from **Submittal Exchange** regarding use of website and PDF submittals. Contact Submittal Exchange at 1-800-714-0024 ext. 2
4. Internet Service and Equipment Requirements:
 - a. Email address and Internet access at the Contractor's main office.
 - b. Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.
5. The General Contractor is responsible for maintaining and keeping Submittal Exchange active throughout the entire project, including closeout documents.

C. Procedures:

1. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format using **Submittal Exchange**, a website service designed specifically for transmitting submittals between construction team members.
2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
3. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
4. Submittal Preparation – the Contractor may use any or all of the following options:
 - a. Subcontractors and Suppliers provide electronic (PDF) submittals to the Contractor via the **Submittal Exchange** website.
 - b. Subcontractors and Suppliers provide paper submittals to the General Contractor who electronically scans and converts to PDF format.
 - c. Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to PDF format.
5. The Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.

6. The Contractor shall transmit each submittal to Architect using the Submittal Exchange website, www.submittalexchange.com.
7. The Architect / Engineer review comments will be made available on the Submittal Exchange website for downloading. Contractor will receive email notice of completed review.
8. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
9. Submit paper copies of reviewed submittals at project closeout for record purposes in accordance with Section 01770 – Closeout Procedures.

D. Related Sections include the following:

1. Division 1 Section 01290 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 1 Section 01320 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
3. Division 1 Section 01322 "Photographic Documentation" for submitting construction photographs and construction videotapes.
4. Division 1 Section 01770 "Closeout Procedures" for submitting warranties.
5. Division 1 Section 01781 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
6. Division 1 Section 01782 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Division 1 Section 01820 "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
8. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

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

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will, under certain circumstances described hereinafter, be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. **NOTE to Contractor:** For projects requiring the use of Submittal Exchange, logs for the project shall be set up to mimic the Architectural Project numbered 22-192 and must include the following:

- Submittal * Drawings
- Closeout * Photos
- RFI * Punchlist/Issue Management
- RFP * COR

- ASI * Pay Application
- Meeting Minutes

D. Submittals Schedule: Comply with requirements in Division 1 Section 01320 "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow **14** business days for initial review of each digital submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Re-submittal Review: Allow **10** business days for review of each re-submittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow **10** business days for initial review of each submittal.
 - a. Structural, mechanical, plumbing, electrical, civil, audio/visual, sound system, and kitchen equipment components are examples of the Work that require sequential review. Architect will advise if there are others.

F. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings. Provide another area of this same size for the Architect to affix his stamp. Stamp includes the following four categories: Reviewed, Furnish as Noted, Rejected, Revise and Resubmit; the Architect will mark one or more of these categories and return submittal to Contractor.
3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.D.2.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06100.D.2.R1 (R2, R3 etc. if necessary).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.

- I. Other necessary identification.
- G. Deviations: Encircle or otherwise specifically identify deviations and list the deviations from the Contract Documents on submittals and list the deviations on the transmittal form accompanying submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- 1. Transmittal Form: Use AIA Document G810 or equivalent with at least the following information.
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
- 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Reviewed" or "Furnished as Noted".
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Furnished as Noted".

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: McKee & Associates CAD Files shall not be released.
 - 1. Should the Contractor require CAD Files they are encouraged to seek PDF to CAD Conversion vendors and/or software.

PART 2 - PRODUCTS

2.1 DIGITAL ACTION SUBMITTALS

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

HVAC Upgrades at
 Math and Sciences Building
 for the University of West Alabama
 Livingston, Alabama

SUBMITTAL PROCEDURES
 01330-4

B. All submittals shall be sent to the Architect no later than 45 calendar days from "Notice To Proceed".

1. Submittals shall be sent to Greg Anderson at the following email address: submittals@mckeeassoc.com.

C. Submittals regarding mechanical, plumbing, electrical and structural items shall be sent directly to the Engineer of record.

1. A digital copy of the transmittal shall be sent to the Architect at the following email address: submittals@mckeeassoc.com.

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

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

E. Digital Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.

- g. Templates and patterns.
- h. Schedules.
- i. Design calculations.
- j. Compliance with specified standards.
- k. Notation of coordination requirements.
- l. Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated.
- n. Seal and signature of professional engineer if specified.
- o. Wiring Diagrams: Differentiate between manufacturer-installed and field installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Digital Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.

3. Number of Copies:

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

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

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

- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. **Colors will not be approved until all color submittals are received by the architect.**

- a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
- b. All color submittals are due within 45 days of the Notice to Proceed.
- c. The architect will be allowed 15 days from the date of the receipt of the last color submittal to approve colors.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set and one will be returned. Mark up returned Sample set as a Project Record Sample.
 - i. Construct a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - ii. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

H. Interior Color Selections: Any submittals that are associated with the aesthetics of the interior design shall not be approved until all submittals associated with the interior design are in the Architect's possession.

I. Submittals Schedule: Comply with requirements specified in Division 1 Section 01320 "Construction Progress Documentation."

J. Application for Payment: Comply with requirements specified in Division 1 Section 01290 "Payment Procedures."

K. Schedule of Values: Comply with requirements specified in Division 1 Section 01290 "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit digital copy of each submittal, unless otherwise indicated.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section 01400 "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section 01310 "Project Management and Coordination."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section 01782 "Operation and Maintenance Data."
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product

or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

R. Manufacturer's Field Reports: Prepare written information documenting factory authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

T. Construction Photographs and Videotapes: Comply with requirements specified in Division 1 Section 01322 "Photographic Documentation."

U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal for re-submittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit one copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

HVAC Upgrades at
Math and Sciences Building
for the University of West Alabama
Livingston, Alabama

SUBMITTAL PROCEDURES
01330-9

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

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review digital submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each digital submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each digital submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. REVIEWED—Indicates that reviewed submittal is satisfactory.
 2. REJECTED—Indicates submittal is not satisfactory and another properly prepared submittal of same or another product must be prepared and resubmitted.
 3. FURNISH AS NOTED—Indicates submittal is satisfactory if the changes, modifications, notes, etc. marked by the Architect are made a part of the submittal.
 4. REVISE AND RESUBMIT—Indicates although parts of the submittal are satisfactory, there are enough significant modifications that must be made to require the Contractor, subcontractor, supplier, and/or manufacturer to provide additional essential information to his submittal and then resubmit it to the Architect.
- C. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 1. Division 1 Section 01100 "Summary" for limitations on utility interruptions and other work restrictions.
 2. Division 1 Section 01330 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 3. Division 1 Section 01700 "Execution Requirements" for progress cleaning requirements.
 4. Divisions 2 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
 5. Division 2 Section 02282 "Termite Control" for pest control.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Sewer connections will not be in place for most if not all of the duration of the project. When and if the off-site sewer is installed by others and sewer piping under this contract is installed, should the contractor decide to connect to the sewer he must pay all sewer use charges until the project is turned over to the Owner.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use

as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
 - 1. **Minimum Requirement: One (1) 10 foot wide x 44 foot long unit required.**
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square tack board.
 - 3. Drinking water and private toilet.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services. Sanitary Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

- 2. Connect temporary sanitary sewer from construction office to a submerged temporary holding tank, as directed by authorities having jurisdiction.
- 3. Provide erosion control structures to drain storm water from site.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction from existing water lines in the street. Contractor shall pay for any metering costs and associated fees required by the City Water Department.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will not be permitted.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Provide temporary electric meter power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Contractor shall be responsible for any charges associated with said service.
 - 1. Install electric power service overhead, unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- I. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities, or other suitable high speed internet connection.
 - 1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area with good visibility of construction. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- D. Project Identification and Temporary Signs: Erect Project identification, General Contractor's sign, Architect's sign and other signs as approved. Install signs where directed to inform public and individuals seeking entrance to Project. Subcontractor signs are not permitted.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- F. Temporary Stairs: Until permanent stairs are available, provide one temporary stair between floors, located near the center of the building.
- G. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 2 02100 Section "Site Preparation."
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.

2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Carefully remove and turn over Architect's sign to the Architect.
 2. Where area is intended for landscape development, in an area that has been used as a compacted temporary road bed, remove soil and aggregate fill that do not comply with requirements for landscaping fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section 01770 "Closeout Procedures."

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and equal products.
- B. Related Sections include the following:
 1. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.

- h. Identification of items that require early submittal approval for scheduled delivery date.
- 3. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
- 4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified materials or products cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

- c. If Contractor's Substitution Requests are repeatedly (i.e. 3 times) submitted incomplete, i.e., no definitive response to items "a" through "l", the Architect will not consider any further Substitution Requests.
- C. Equal Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of an equal product request. Architect will notify Contractor of approval or rejection of proposed equal product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Architect cannot make a decision on use of an equal product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section 01330 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- B. The Contractor MUST provide the Owner with a Certificate of Asbestos Free Building Materials at the end of the project certifying that all building materials incorporated, installed, and used during the construction process of the project by the Contractor or its Subcontractors of any tier are 100% asbestos free. Asbestos Free means containing 0% asbestos in any form. The Certificate of Asbestos Free Building Materials form is included in the project manual.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
9. Materials Stored Off Site: Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:
 - a. The contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location.
 - b. A Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party.
 - c. The Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner.
 - d. The materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner.
 - e. Compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty start for mechanical and electrical equipment being date of substantial completion.
- D. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Equal Products" Article to obtain approval for use of an unnamed product.

E. Product Selection Procedures:

1. Products and Manufacturers: In particular instances there may only be a single product or manufacturer appropriate for use on the project, in which case where Specifications name a single product and manufacturer and say "no equal", provide the named product.
2. Products and Manufacturers: When one or two products or manufacturers are specified and have the words "or approved equal", the Contractor may propose to provide alternatives in the form of a Substitution Request which once reviewed by the Architect will be either accepted or rejected. If Substitution Request is submitted for approval 7 days prior to the receipt of bids and approved by the Architect, said approvals will be included in Addenda. Only those Substitution Requests listed as approved in Addenda may bid the project.
3. Products and Manufacturers: Where Specifications include a list of three (3) or more names of both products and manufacturers, provide one of the products listed that complies with requirements. No substitutions will be accepted.
4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
5. Visual Matching Specification: Where Specifications require matching an established Sample, product must comply with all requirements and must match Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product
6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

1.8 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution under the conditions set forth in this section under Product Selection Procedures, if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution under the conditions set forth in this section under Product Selection Procedures and when the following conditions are satisfied. If the following conditions are not satisfied,

C. Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution requires no or only very minor revisions (as determined by the Architect), to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

END OF SECTION

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 1. Construction layout.
 2. Field engineering and surveying.
 3. General installation of products.
 4. Coordination of Owner-installed products.
 5. Progress cleaning.
 6. Starting and adjusting.
 7. Protection of installed construction.
 8. Correction of the Work.
- B. Related Sections include the following:
 1. Division 1 Section 01310 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 2. Division 1 Section 01330 "Submittal Procedures" for submitting surveys.
 3. Division 1 Section 01770 "Closeout Procedures" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by professional engineer.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction

indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

2.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on RFI, "Request for Interpretation."

2.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required

dimensions.

3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

2.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 1. Record benchmark locations, with horizontal and vertical data on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Submit a final property survey certifying exact locations of site improvements including building(s), parking lots, roadways and utilities including structure elevations, top and invert, distances from property lines, and with any variation from the original civil staking and layout and utility drawings identified.

2.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

- 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling unless shown otherwise on drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results.
- D. Maintain conditions required for product performance until Substantial Completion.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

2.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Pre-installation Conferences: Include Owner's construction forces at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

2.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste.

Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

2.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section 01400 "Quality Requirements."

2.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

2.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

PART 3 – NOT APPLICABLE
END OF SECTION

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 1 Section 01290 "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Mark the Architect's punch-list so-as-to identify those items that are still outstanding and uncorrected at the time of submission.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for Project.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Remove labels that are not permanent.
 - g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - i. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - h. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - i. Replace parts subject to unusual operating conditions.
 - j. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - k. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - l. Leave Project clean and ready for occupancy.

END OF SECTION

SECTION 01781 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- B. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 1. Digital Record Drawings.
 2. Digital Record Specifications.
 3. Digital Record Product Data.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 1. Number of Copies: Submit one set of digitally scanned marked-up Record Prints.
- B. Record Specifications: Submit one copy of digitally scanned Project Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one digitally scanned copy of each Product Data submittal.
- D. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one clean set of blue- or black-line white prints of the Contract Drawings and Shop Drawings and one copy of the project manual (specification) at the job site for the sole purpose of recording changes to the drawings and specifications.
- B. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 2. Accurately record information in an understandable drawing technique.
 3. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- C. Content: Types of items requiring marking include, but are not limited to, the following:
 1. Dimensional changes to Drawings.
 2. Revisions to details shown on Drawings.
 3. Locations and depths of underground utilities.
 4. Revisions to routing of piping and conduits.
 5. Revisions to electrical circuitry.
 6. Actual equipment locations.
 7. Duct size and routing.
 8. Locations of concealed internal utilities.

9. Changes made by Change Order or Construction Change Directive. (Posted on Documents.)
10. Changes made following Architect's written orders, i.e. ASIs. (Posted on Documents.)
11. Details not on the original Contract Drawings. (Posted on Documents.)
12. Field records for variable and concealed conditions.
13. Record information on the Work that is shown only schematically.
14. Changes made in response to Contractor's questions, i.e. RFIs. (Posted on Documents.)

D. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

E. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

F. Mark important additional information that was either shown schematically or omitted from original Drawings.

G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable. Where posting is required, post on Drawing Set and in Specifications on sheets or pages adjacent to or on top of where modification applies.

H. Attachment method shall be taped at top only, so as to access original underneath.

I. Digitally scan all documents and provide on CD Rom to Architect.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Maintain one clean copy of the project manual (specification) at the job site for the sole purpose of recording changes to the drawings and specifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

B. Digitally scan all documents and provide on CD Rom to Architect.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

B. Maintain one clean set at the job site for the sole purpose of recording changes to the drawings and specifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications and Record Drawings where applicable.

C. Digitally scan all documents and provide on CD Rom to Architect.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours. Architect's representative will review Record Documents with the project superintendent each month to determine to his satisfaction whether or not Record Documents are being kept up to date. Failure to do so will result in the delay of processing pay request until Record Documents are brought up to date.

END OF SECTION

SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 1. Operation and maintenance documentation directory.
 2. Emergency manuals.
 3. Operation manuals for systems, subsystems, and equipment.
 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 1. Correct or modify each manual to comply with Architect's comments. Submit three copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE

Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

HVAC Upgrades at
Math and Sciences Buildings
for the University of West Alabama
Livingston, Alabama

OPERATION AND MAINTENANCE DATA
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2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual,

insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number.

2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.

- 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service: Some equipment and products require maintenance by the manufacturer, supplier or subcontractor, i.e., an authorized service representative, as part of the warranty. The General Contractor shall ensure that said maintenance work is done and provide copies of service reports to the Owner.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 2. Comply with requirements of Record Drawings in Division 1 Section 01781 "Project Record Documents."
- G. Comply with Division 1 Section 01770 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01820 - DEMONSTRATION AND TRAINING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 1. Demonstration of operation of systems, subsystems, and equipment.
 2. Training in operation and maintenance of systems, subsystems, and equipment.
 3. Demonstration and training digital media.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 1. At completion of training, submit one complete training manual for Owner's use.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section 01400 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Instructor: Engage a qualified instructor to prepare instruction program and training modules, and

to coordinate between Contractor and Owner for number of participants, instruction times, and location.

- B. Instructor shall demonstrate to Owner's personnel how to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
- 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Extent of demolition work is shown on drawings, as well as all items necessary to complete new work indicated on plans.
- B. Schedule of Demolition Work: Demolition includes but is not limited to the following:
 1. Any damage to existing facilities at the site after the Contractor takes possession shall be repaired by this Contractor at his expense.
 2. Contractor shall replace grass/sod damaged during the construction. Fill in ruts caused by equipment with topsoil and grass over to match existing conditions.
 3. As indicated on the Drawings.
 4. All other items indicated required to be demolished to complete new work.

1.3 SUBMITTALS

- A. Schedule: Submit proposed methods and operations of demolition work to Architect for review prior to start of work. Include in schedule coordination for shut-off, capping and continuation of utility services as required.
 1. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

1.4 JOB CONDITIONS

- A. Condition of Structures: Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable.
- B. Explosives: Use of explosives will not be permitted.
- C. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- D. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- E. Protections: Ensure safe passage of persons (night or day) around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities and persons.
 1. Erect temporary covered passageways as required by authorities having jurisdiction.
 2. Provide temporary fencing as necessary to secure the limits of construction. Fencing shall be substantial to deter passage, fencing material shall be at Contractors discretion.
- F. Damages: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.
- G. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 2. All electrical work to be removed, relocated or reconnected shall be performed by a licensed Electrical Contractor in accordance with the NEC and any applicable local codes and ordinances.

PART 2 – PRODUCTS [NOT APPLICABLE]

PART 3 - EXECUTION

3.1 DEMOLITION - DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove from site debris, rubbish and other materials resulting from demolition operations.
- B. Burning of removed materials from demolished structures will not be permitted on site.
- C. Removal: Transport materials removed from demolished structures and legally dispose of off-site, in area approved by all local authorities and ADEM.

END OF SECTION

SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this section.
- B. Types of work specified in this section include the following:
 1. Metal Counter Flashing and Base Flashing.
 2. Exposed Metal Trim Units
 3. Elastic flashing.
- C. Integral masonry flashings are specified as masonry work in sections of Division 4.

1.3 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- C. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- E. ASTM D4479/D4479M - Standard Specification for Asphalt Roof Coatings - Asbestos-Free; 2007, with Editorial Revision (2012).
- F. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007, with Editorial Revision (2012).
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.4 SUBMITTALS

- A. Product Data; Flashing, Sheet Metal, Accessories: Submit manufacturer's product data, installation instructions and general recommendations for each specified sheet material and fabricated product.

1.5 JOB CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage thick base metal, shop pre-coated with PVDF (Polyvinylidene Fluoride) coating.
- B. Finish: The exposed finish on all exposed metals and similar items shall consist of a 70% KYNAR 500® resin base coating applied to a cleaned, pretreated and primed surface. The dry film thickness of the exterior coating shall not be less than .90 mil minimum, inclusive primer. The interior color finish shall consist of a backer coat with a dry film thickness of 0.5 mil. A low gloss finish is required to minimize the appearance of oil canning,

- a. Colors: As selected by Architect after Bid Date, from manufacturer's standard colors including white.

2.2 SHEET FLASHING

- A. Provide EPDM synthetic rubber sheet except where metal is indicated.
- B. Manufacturers: The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 1. Nervastral Seal Pruf HD-20
 2. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.
- C. Materials:
 1. Elastic Sheet Flashing/Membrane: Manufacturer's standard flexible, elastic, black, nonreinforced, flashing sheet of 50 - 65 mils thickness.

2.3 MISCELLANEOUS MATERIALS & ACCESSORIES

- A. Solder:
 1. For use with steel or copper, provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.
 2. For use with stainless steel: Provide 60 - 40 tin/lead solder (ASTM B 32), with acid-chloride type flux, except use rosin flux over tinned surfaces.
- B. Fasteners: Same metal as flashing/sheet metal or, other noncorrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
- C. Bituminous Coating: FS TT-C-494 or SSPC - Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
- D. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non-drying, nonmigrating sealant.
- E. Epoxy Seam Sealer: 2-part noncrossive metal seam cementing compound, recommended by metal manufacturer for exterior/interior non-moving joints including riveted joints.
- F. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/ weather-resistant seaming and adhesive application of flashing sheet.
- G. Paper Slip Sheet: 5-lb. rosin-sized building paper.
- H. Polyethylene Underlayment: 6-mil carbonated polyethylene film; FS L-P-512.
- I. Reglets: Metal or plastic units of type and profile indicated, compatible with flashing indicated, noncrossive.
- J. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncrossive, size and gage required for performance.
- K. Roofing Cement: Must be compatible with materials with which it comes in contact.

2.9 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 2" deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 - EXECUTION

3.1 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual".
 - 1. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
- B. Underlayment: Where aluminum is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper and a course of polyethylene underlayment.
- C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Install reglets to receive counter-flashing in manner and by methods indicated. Where shown in concrete, furnish reglets to trades of concrete work for installation as work of Division-3 sections. Where shown in masonry, furnish reglets to trades of masonry work, for installation as work of Division-4 sections.
 - 1. Install counter-flashing in reglets, either by snap-in seal arrangement, or by wedging in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.

3.2 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.
- B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION

SECTION 07900 - JOINT SEALERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. The extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.
- B. The applications for joint sealers as work of this section include the following:
 1. Joints (Interior).
 2. Interior wall/ceiling joints.
- C. General Performance: Except as otherwise indicated, joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product specifications, handling/installation/curing instructions, and performance tested data sheets for each elastomeric product required.

1.4 JOB CONDITIONS

- A. Weather Conditions: Do not proceed with installation of liquid sealants under unfavorable weather conditions. Install elastomeric sealants when temperature by manufacturer for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Manufacturers listed in this article include those known to produce the indicated category of prime joint sealant material, either as a nominally pure generic product or as an equivalent-performance modification thereof or proprietary product.
- B. Manufacturers: The following manufacturer's products have been used to establish minimum standards for materials, workmanship and function:
 1. Acrylic Emulsion Latex Sealants:
 - a. Bostik.
 - b. Pecora Corp.
 - c. Sonneborn Building Products.
 - d. Tremco, Inc.
 2. Polyurethane Sealants:
 - a. Bostik.
 - b. Master Builders.
 - c. Pecora Corp.
 - d. Sonneborn Building Products.
 - e. Tremco, Inc.
 3. Butyl Sealants:
 - a. Bostik.

- b. TEC Incorporated.
- c. Tremco, Inc.
- 4. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.

2.2 MATERIALS

- A. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, single component, paintable.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- B. Acoustical Sealant: Butyl or acrylic sealant; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, nonskinning.
 - 1. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor or wall.
- C. Miscellaneous Materials:
 - 1. Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
 - 2. Bond Breaker Tape (BB-Tp): Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.
 - 3. Sealant Backer Rod (S-BR): provide compressible rod stock of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type which will not be deteriorated by sealant application temperature as indicated.
 - a. Rod Size to Joint Width: Size of all backer rod width shall be 2 times the width of joint/gap to be sealed.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Installer must examine substrate, (joint surfaces) and conditions under which joint sealer work is to be performed and must notify Prime Contractor of unsatisfactory conditions.

3.2 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of gaskets, sealants or caulking compounds. Remove dirt, insecure coatings, moisture and other substrate which could interfere with seal of gasket or bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.
- B. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION

- A. Comply with manufacturer's printed instructions except where more stringent requirements are shown on specified, and except where manufacturer's technical representative directs otherwise.
- B. Set joint filler units at depth or position in joint as indicated to coordinate with other work, including installation of bond breakers, backer rods and sealant. Do not leave voids or gaps between ends of joint filler units.
- C. Install sealant backer rod for liquid-applied sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for application indicated.
- D. Install bond breaker tape where indicated and where required by manufacturer's recommendations to ensure that liquid-applied sealants will perform as intended.
- E. Employ only proven installation techniques, which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.
- F. Install sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of beads;
- G. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
- H. Spillage: Do not allow sealants or compounds to overflow from confines of joints, or to spill onto adjoining work, or to migrate into voids of exposed finishes. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.
- I. Recess exposed edges of gaskets and exposed joint fillers slightly behind adjoining surfaces, unless otherwise shown, so that compressed units will not protrude from joints.
- J. Bond ends of gaskets together with adhesive of "weld" by other means as recommended by manufacturer to ensure continuous watertight and airtight performance. Miter-cut and bond ends at corners unless molded corner units are provided.

3.4 CURE AND PROTECTION

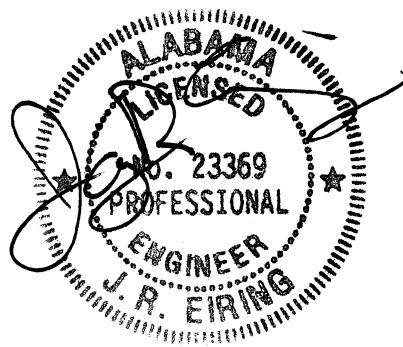
- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Advise Prime Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in manner which will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants which are damaged or deteriorated during construction period.

END OF SECTION

HVAC Upgrades at
Math & Science Building
University of West Alabama
Livingston, Alabama

These specifications sections were prepared by and under the direct supervision of
the Engineer of Record for this project.

Division 15 – MECHANICAL
15010 Mechanical General Provisions
15700 Heating, Ventilating & Air Conditioning



October 6, 2025

SECTION 15010

GENERAL MECHANICAL PROVISIONS

PART 1. GENERAL

1.1. **General Requirements:** Carefully and completely read all the specifications, review all plans and all related construction documents. Pay particular attention to strict submittal requirements and note the ramifications of providing incomplete or incorrectly formatted and incorrectly submitted submittals.

No consideration will be given after bid opening for alleged misunderstanding regarding the specifications, plans, utility connections, permits, fees, etc...

Division One is applicable in full hereto. Where the words, "provide", "furnish", "include" or "install" are used in the specifications, Codes or on the Drawings, it shall mean to furnish, install, and test, complete and ready for operation as specified and required.

No materials or products that contain asbestos, formaldehyde, polychlorinated biphenyl (PCB), lead or mercury, in excess of limits mandated and defined by OSHA, LEED and the EPA, shall be utilized.

Manufacturers not mentioned in the specifications require prior approval, seven (7) days prior to bid date. Follow procedures set forth in Division 1 of the specifications. All prior approvals shall be submitted through the Architect. Where substitutions are proposed, unless the Contractor states in writing, on a separate recap/summary sheet in front of the respective submittal, the differences of the substituted equipment or material, he shall be responsible to replace such items any time discrepancies are found.

Where conflicts occur between a Code, Standard or Listing and the contract drawings or contract specifications, the most stringent requirements shall govern and be applied.

The Architect and Engineer shall interpret the meaning of the drawings and specifications and will reject all work and materials, which in their judgment, is not in full accordance therewith.

1.2. **Spare Parts:** Manufacturer of any equipment specified shall have a wholesale outlet for readily available replacement parts in the nearest major USA city.

1.3. **Codes and Standards and Listings:** Unless specified otherwise, comply with all current editions of all referenced publications within these specifications and all current editions of applicable NFPA, ASME, OSHA, IBC, ASHRAE, ASTM, ASME, ANSI, SMACNA, Americans with Disabilities Act (ADA), ADA Standards for Accessible Design, with Local Building Codes, Mechanical Codes, Gas Codes, Plumbing Codes, ANSI/ASHRAE/IESNA Standard 90.1, ANSI/ASHRAE Standard 135, International Energy Conservation Code (IECC), International Fuel Gas Code (IFGC), International Fire Code (IFC), Americans with Disability Act Accessibility Guidelines (ADA), U.S. Department of Energy Regulatory requirements and with all applicable local ordinances and codes. Equipment shall bear Underwriters Laboratories Inc. (UL) listing label, Canadian Standards Association (CSA) listing

label or ETL approved rating. All electrical components and products shall also comply with the respective Code of Federal Regulations (CFR).

Where conflicts occur between a Code, Standard or Listing and the contract drawings or contract specifications, the most stringent requirements shall govern and be applied. Advisory provisions listed in all Codes referenced in the Contract Documents are mandatory and the word "should" shall be interpreted as "shall".

1.4. Permits and Inspections: Provide all permits, pay all fees and arrange for inspections as required by all applicable Governing Authorities. Furnish certificates of all inspections and approvals from all Governing Authorities to the Architect. Include certificates of all inspections and approvals from all Governing Authorities in the Plumbing, Fire Protection and HVAC closeout documents. Provide additional materials, parts, methods, etc. and modify the work as required by Governing Authorities' Inspections and Regulations. Correct all deficiencies required by Code officials at no additional cost to the Owner or the Owner's Project Design Professionals.

The Plumbing Contractor shall arrange and pay for the State of Alabama Boiler and Pressure Vessel Safety Division/Inspection Divisions, Elevators/Boilers Inspector to visit job site to inspect water heater and/or boiler installation and obtain written approval, certification and Certificate for Potable Water Heater (PWH) as required. This inspection shall be accomplished prior to the final site visit; to include the tagging of the equipment with the inspection tag, else DCM will cancel the site visit and impose a reinspection fee.

Correct all deficiencies required by any Governmental Inspector without additional cost to the Owner or the Owner's Project Design Professionals, using materials and methods, as directed by, State of Alabama Boiler and Pressure Vessel Safety Division/Inspection Divisions and Elevators/Boilers inspector as required.

1.5. Site Visits: It is the contractor's responsibility to have the job ready for site visits when they are scheduled. If the project is not ready for the requested site visit and the Architect, any governmental agency or any other entity requires a re-inspection with the Engineer present, the contractor shall pay Zgouvas, Eiring & Associates a re-inspection fee of \$1,000. The payment shall be made directly to Zgouvas, Eiring & Associates 5 days prior to the scheduled re-inspection.

The Contractor is urged to carefully review the extensive requirements of Paragraph "Identification" in this Section 15010 of the specifications and note that certain identification is required to be completed before certain site visits. There are specific identification requirements prior to the above ceiling and final site visits, respectively, that are mandatory. The State of Alabama Department of Construction Management (DCM) will cancel, on-site, the site visit if not completed as specified. Failure to comply with this provision will be cause for cancellation of the site visit, and a fee imposed for the additional site visit, with all costs of the additional site visit to be borne by the General Contractor.

1.6. Drawings and Specifications: The Architect and Engineer shall interpret the meaning of the drawings and specifications and will reject all work and materials, which in their judgment, is not in full accordance therewith. Where doubt arises as to the meaning of the plans and specifications, obtain the Architect's decision, in writing, before proceeding with parts affected; otherwise assume liability for damage to other work and for making necessary corrections to work in question.

All drawings are diagrammatic and are intended to quantify the materials specified and indicate their intended relationship to each other. The drawings and specifications are complementary, and work shown, but not specified, or specified, but not shown, shall be the same as though required by both.

Bidders shall carefully examine the contract documents during the bidding phase. Any missing information, clarifications, conflicts, etc. in the contract documents that is required to provide accurate pricing shall be brought to the attention of the Architect, **prior to bid date**, so all may be clarified and/or corrected. Failure to identify and resolve any issue prior to bid shall require the Contractor to provide said items, complete, without additional cost to the Owner or the Owner's Project Design Professionals, using materials and methods specified by, and as directed by, the Owner's Design Professionals.

Bidders shall visit the site and become acquainted with all job conditions that may affect the work shown on the plans. Report to the Architect, prior to bid, any new or existing conditions that require modifications to accomplish the installation of all items. Provide for required adjustments to complete the intent of the work. No consideration will be given after bid opening for alleged misunderstanding regarding new or existing job conditions, utility connections, permits, fees, construction documents, etc.

DO NOT SCALE the Plumbing, Fire Protection and HVAC drawings. In the interest of clearness, the work is not always shown to scale or exact location. Refer to Architectural drawings for dimensions and verify scale shown on the drawings. The various scales used on the drawings do not allow for all fittings, offsets and accessories that may be required to complete the work. Check all measurements, location of pipe, all required and specified appurtenances for duct and piping, ducts, and equipment with the architectural and electrical drawings, and lay out work to fit in with ceiling grids, lighting, and other parts. All wiring, piping, ductwork, etc., shall be concealed unless specified or noted otherwise. Adjust in the field as required to provide the optimum result to facilitate ease of service, efficient operation, and best appearance.

1.7. Conflicts, Coordination and Changes: If interferences or conflicts occur, the Architect shall decide which equipment shall be relocated regardless of which was first installed. In the interest of avoiding such conflicts, each Sub-Contractor who is using common space, etc., shall coordinate his work with all other trades and other parts of his own work. If, during this coordination, it is discovered that necessary or desirable changes should be made, advise the Architect, and secure his decision in writing. Do not fabricate any duct nor install any pipe until all coordination has been accomplished.

Coordinate location of all Division 15 work with Division 16. Do not run piping, ductwork and similar Division 15 work in NEC dedicated service areas for electrical equipment, including above panel boards, starters, communication panels, control panels, telephone backboards, data panels and similar electrical elements.

1.8. Coordination Drawings: Follow procedures set forth in Division 1. Before starting work, submit for review, coordination shop drawings showing proposed arrangement of all equipment, all piping, ducts, floor drains, power requirements, all equipment maintenance requirements and controls. As a minimum, submit detailed layouts of potential conflicts at plumbing risers, equipment rooms, limited ceiling space, etc.

Refer to subsequent Sections for additional specific requirements.

Coordinate the submission of shop drawings and refer questionable locations to Architect/Engineer for resolution prior to installation. Failure to coordinate all items, and correct non-conforming installed work, shall be provided at no additional cost to the Owner or the Owner's Project Design Professionals.

Failure to submit shop drawings shall make the Contractor responsible for changes required to facilitate installation of, and the proper operation of, all systems at no additional cost to the Owner or the Owner's Project Design Professionals.

1.9. Maintenance, Replacement and Service Access: Locate equipment as shown on the plans. The Contractor shall install valves, controllers, actuators, manual dampers, motorized dampers, air vents, cleanouts, smoke detectors, fire dampers, smoke dampers, fans and any other items requiring maintenance access with the maintenance, service and replacement access required by the Manufacturer of the respective installed item. All items shall be installed to provide maximum safety, service, replacement, and maintenance access.

To ensure proper maintenance access, all piping with valves, any equipment, and any other items that may require maintenance, service or replacement, shall be located no more than 12" above the finished ceiling and no more than 14'-0" above finish floor in areas without ceilings.

Coordinate all questionable access or location of items that may present a problem, if installed as specified above, with the Engineer or the Architect's field representative prior to installing any item; else, relocation will be at the Contractor's expense once discovered.

1.10. Warranty: Refer to Division 1. Additionally, guarantee in writing to make good without cost any defects in materials and workmanship for one year following the date of substantial completion of the project as determined by the Architect. Provide free maintenance and service during the guarantee period.

Refer to other Division 15 Sections for additional detailed warranty requirements.

1.11. Submittal Data: Within 25 days after award of the contract, submit for review a **complete** schedule of material and equipment for **all** specified items proposed. The Architect and/or Engineer's review of submittal data does not relieve the contractor of his responsibility to comply with the contract documents.

Variations from the specifications and plans for the items submitted for review shall be explicitly indicated in front of the submittal, immediately after the submittal cover page, otherwise, it will be assumed the product will conform to the plans and specifications in all respects.

Where substitutions are proposed, unless the Contractor states in writing, on a separate recap/summary sheet in front of the respective submittal, the differences of the substituted equipment or material, he shall be responsible to replace such items any time discrepancies are found.

Submittals shall include catalog data, scheduled capacities, fan curves, sound data, materials and methods of installation, various components of various assemblies, etc.

Only ONE complete submittal will be accepted for each specification section.

Do not submit plumbing fixtures separately without the remaining Section 15400 items submittal. **Providing submittals piecemeal is not allowed.** If a partial or incomplete submittal is provided, it will be automatically rejected and possible re-review fee of \$700 imposed.

All submittals shall be separately bound by specification Section (Plumbing, Fire Protection and HVAC) in pdf format. Submittals shall be electronically indexed and tabbed. Refer to the Architectural General Conditions and Division 1 for the format required by the Architect.

A cover sheet shall be provided in front of the submittal package which states, as a minimum, the Project name and location, the name of the Owner, the Architectural firm, the Engineering firm, **the Engineer's Project number, NOT THE ARCHITECT'S PROJECT NUMBER**, located within the Engineer's logo in the bottom right corner of the HVAC, Fire Protection and Plumbing plans, the General Contractor, the Mechanical Contractor, Fire Protection Contractor and Plumbing Contractor and each Contractors' point of contact, with phone number, as applicable for the respective trade's submittal. The respective Contractor's contact phone number is requested in an effort to obtain submittal clarifications which otherwise may be cause for rejection by the Engineer.

A recap/summary sheet shall be inserted at the beginning of each tabbed section to summarize the contents of each respective tabbed section. The recap/summary sheet shall include all items that have been changed or removed due to Project cost constraints, addendums, or Value Engineering (VE).

Failure to include items changed or removed due to Project cost constraints, addendums or VE items that require an additional review by the Engineer will require the Contractor to reimburse the Engineer a minimum of \$700 for the effort involved to review the corrected submittal.

Submittals shall include specifications section numbers and related sub-paragraph numbers, materials used, methods of installation, product manufacturer, equipment capacities, etc. HVAC equipment items shall follow the identical tabular format, category by category, nomenclature, etc., as shown on the HVAC equipment schedules. As a minimum, the recap/summary sheet shall indicate the submitted values compared to each of the specified values. **Failure to provide the submittals in the format specified will be cause for immediate rejection without review.** If there is any doubt as to the format required for the HVAC equipment summary sheet, contact ZEA and an example will be provided. Plumbing and Fire Protection submittals shall follow the identical procedure specified for the Mechanical Contractor.

The General Contractor shall review and stamp all submittals prior to submitting them to the Architect. Submittals provided without the General Contractor's review will be automatically rejected.

1.12. Submittal Rejection and Resubmittal: The Contractor shall carefully review the submittal data requirements specified above. Pay particular attention to specific items within the specifications that are cause for immediate rejection when submittals are not provided to the Engineer as specified. Any submittal that requires a review before the Engineer receives a complete submittal or portions thereof that are rejected TWICE and resubmitted a third, fourth, etc. time for review will require the Contractor

to reimburse the Engineer each time for his effort. **The minimum fee for each review is \$1,000.**

- 1.13. **Site and Existing Conditions:** Bidders shall visit the site and become acquainted with all job conditions that may affect the work shown on the plans. Report to the Architect, prior to bid, any new or existing conditions that require modifications to accomplish the installation of all items. Provide for required adjustments to complete the intent of the work. No consideration will be given after bid opening for alleged misunderstanding regarding new or existing job conditions, utility connections, permits, fees, etc.
- 1.14. **Line Locators:** Before proceeding with excavating or trenching, arrange with the Owner, all utility companies, and line locating firm(s) to describe, mark and locate utilities, piping, conduits, etc. which might be damaged by construction operations. Failure to provide the above shall make the offending Contractor responsible for all costs involved to correct the damage incurred.
- 1.15. **Phasing:** Interrupt existing services only at times approved by the Architect and the Owner. The General Contractor shall provide a written request to the Architect and the Owner for permission to interrupt services to the facility. The request shall be provided a minimum of seven (7) days prior to the desired date of the interruption. Hold interruptions to a minimum in duration and frequency.
- 1.16. **Contractor Requested Electronic Drawing Files:** Due to liability concerns, files will not be available.
- 1.17. **Record Documents:** Provide in such detail, as is set forth under General and Supplemental Conditions.

Keep an accurate record of changes made during construction. The respective Contractor shall take as-built measurements, including all depths, invert, etc., prior to commencement of backfilling operations. It will not be sufficient to check off line locations. Definite measurements shall be taken for each service line. The location of buried piping shall be shown on the drawings and dimensioned from fixed points.

The Plumbing Contractor shall take as-built measurements, including all depths, invert, etc., prior to commencement of backfilling operations. It shall not be sufficient to check off line locations. Definite measurements shall be taken for each line entering and leaving the facility. The location of buried piping shall be shown on the record drawings and dimensioned from fixed points. Additionally, the Plumbing Contractor shall indicate the location of all cleanouts, dielectric unions and valve numbers from the specified valve chart on record/as-built drawings.

The Mechanical Contractor shall provide the identical requirements, as specified above for plumbing, where the contract drawings indicate underground mechanical services piping (chilled water, hot water, condenser water, refrigerant piping, etc.).

The respective Contractor shall complete the Record Documents, using the As-Built Drawings from the General Contractor's construction site office. Transfer these changes to a set of reproducible copies of original drawings that the Architect will sell to Contractor at printing cost. The drawings will be provided to the Contractor "As Is".

The final drawing set within the Record Documents shall be labeled "**Record Documents**" in the Title Block and shall not include "clouds" or other indications of the changes during the project process. The Contractor shall provide hard copies and an electronic set of all documented modifications to the contract documents.

The Contractor is responsible for providing and showing all changes to the drawings that are different from the original contract drawings, including but not limited to addendums, change-orders, VE items, RFI's, test reports, field observations/site visit reports, etc. Hard copy plans may be a set of reproducible copies of the final corrected contract drawings. When work is completed, submit corrected reproducible drawings to the Architect for record and include copies in the Owner's Operating and Maintenance Manual.

Record documents shall also be provided in PDF digital format on CD-R type CD(s). Include a CD of the documents in the Owner's Operating and Maintenance Manual.

Drawing files shall also be provided (as a minimum) in ACAD (AutoCAD) 2023 format. Verify ACAD Release version desired by the Owner and provide as requested. DXF or DWF files are not acceptable. The Contractor is responsible for providing and showing all changes to the drawings that are different from the original contract drawings, including but not limited to addendums, change-orders, VE items, RFI's, test reports, field observation/site visit reports, etc.

PART 2. PIPE SUPPORTS, PIPE HANGERS AND MISCELLANEOUS SUPPORTS

2.1. **General: Below requirements do not apply to refrigerant piping.** Refer to Section 15700, Refrigerant Piping and Accessories for refrigerant piping support requirements. Refer to plan details and these specifications for various piping support requirements.

Provide factory fabricated galvanized pipe hangers and supports for all piping, complete with properly sized bolts, washers, clamps, etc. and with coatings and finishes specified below, and all as required for a complete and safely functioning installation. Material items, methods and general requirements not covered in this specification shall be provided in strict accordance with current edition of Manufacturer's Standardization Society Specification MSS SP-58 and Manufacturer's Published Product Information.

All hangers, supports, related components and assemblies shall be sized for minimum of 300% (3 times) the anticipated load carried by the respective item. Where the Contractor has doubt as to proper supporting requirements, he shall consult with, and seek the guidance of, the Architect and the project Structural Engineer for resolution.

Hangers shall be manufactured by Elcen Metal Products Co., Fee & Mason Mfg. Co., ITT Grinnell Corp, B-Line Systems or preapproved equivalent.

2.2. **Coatings and Finishes:** Pipe hangers, Unistrut pipe supports and duct Unistrut support assemblies of galvanized, zinc and similarly coated items are considered to **NOT** be coated. All shall be painted, powder coated, or plastic coated. Hanger rods and associated bolts, and clamps on Unistrut assemblies are not required to be painted or coated.

All damaged or rusted steel pipe, all uncoated cast iron pipe, and all hangers, Unistrut and other support assemblies, shall be cleaned, primed and painted with two coats of compatible black enamel paint as specified below. Any rusted items shall have the rust removed, then etched and primed for painting as recommended by the respective manufacturer. After prepping the surfaces, then paint with two coats of compatible black, rustproof enamel paint. Do not use spray paint.

All paint and coatings shall have a fire hazard rating not to exceed 25 for flame spread and 50 for fuel contributed and smoke developed as determined by ASTM E84. See specification section, "Identification" for additional requirements.

In lieu of painted surfaces as specified hereinbefore, the Contractor may provide factory fabricated hangers and Unistrut assemblies with rust resistant powder coating or plastic coating. All paints/coatings/finishes shall meet or exceed a fire hazard rating not to exceed 25 for flame spread and 50 for fuel contributed and smoke developed as determined by ASTM E84.

2.3. Hangers at Typical Single Suspended Horizontal Pipe: Galvanized adjustable clevis or split-ring type equal to Elcen Fig. 12 or 10c. Refer to Coatings and Finishes above for additional requirements. See other specifications and plan details for additional requirements. See part "Hanger Rods" below for limitations on use of clevis hangers.

Do not use clevis hangers for refrigerant piping. See refrigerant piping support requirements in Section 15700, Refrigerant Piping and Accessories.

2.4. Manifolds and Parallel Runs: At his option, Contractor may provide a Unistrut system complete with fittings, clamps and accessories required and specified. Horizontal and vertical mounted piping shall all be secured to each Unistrut hanger assembly. Refer to plan details and specifications for requirements. Refer to Coatings and Finishes above for additional requirements. Refer to "Hanger Rods" below for locations that require a Unistrut assembly. Furnish for review proposed system components.

Unistrut assemblies shall also be provided for refrigerant piping. Refer to Section 15700, Refrigerant Piping and Accessories for requirements.

2.5. Where in Contact with Bare Copper Pipe: Same as above except assembly shall be copper plated.

2.6. Spacing: Install supports as required or specified to prevent sags, bends or vibration. Provide additional building supports and attachments where support is required or specified for additional concentrated loads, including valves, in-line pumps, flange guides, strainers, expansion joints and at all changes in direction of piping.

At no-hub pipe, support as specified below for cast iron piping.

In all cases, provide on all sides of, and within 12 inches of, all elbows, take-off fittings, joints, valves, any change in direction of item supported, at ends of branches over 5 feet long and on centers not exceeding the following:

<u>Piping Material</u>	<u>Pipe Size</u>	<u>Maximum Spacing</u>
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Copper Piping/Tubing (Water)	1 1/4" or less	6 ft. Horizontal 8 ft. Vertical
	1 1/2" or larger	8 ft. Horizontal 8 ft. Vertical
Refrigerant Piping	All	8 ft. Horizontal 6 ft. Vertical
Steel Pipe up to 4"	All	6 ft. Horizontal 8 ft. Vertical
Steel Pipe 6" and over	All	10 ft. Horizontal 8 ft. Vertical
Cast Iron	All	4 ft. Horizontal 12 ft. Vertical
Steel Natural Gas Piping (Including Roof Mounted Piping)	1/2" to 1" 1-1/4" or larger	6 ft. Horizontal 6 ft. Vertical 8 ft. Horizontal 8 ft. Vertical

Where horizontal cast iron pipe is installed in 10ft. lengths, spacing shall be increased to 9 ft. In addition to specified cast iron support requirements, provide additional support for cast iron pipe within 6" of each fitting on all sides of the fitting.

PVC	All	4 ft. Horizontal 8 ft. Vertical
CPVC	1" or less	3 ft. Horizontal 5 ft. Vertical
	Greater than 1"	4 ft. Horizontal 6 ft. Vertical

Where vertically installed piping is provided, a guide shall be installed midway between the specified/required vertical supports, at the base of each riser and at each floor. Such guides shall prevent pipe movement in a direction perpendicular to the axis of the pipe.

2.7. Protection of Physical Damage for Piping: In concealed locations where piping is installed through holes or notches in studs, joists, rafters or similar type members, the pipe shall be protected by shield plates. Protective steel shield plates having a minimum thickness of 0.0575 inch (16 gage) and shall cover the area of the pipe where the member is notched, drilled or bored, and shall extend not less than 2 inches above sole plates and below top plates.

2.8. Hanger Rods: Shall be mild steel, hot dipped galvanized, threaded as required. Rods shall be selected as specified hereinbefore. Use not smaller than 3/8" rods for pipe 2" and under, 1/2" rods for pipes 2 1/2" through 4", 3/4" rods for 5" through 12" and 1" rods for piping over 12". Support rods with threaded Underwriters' listed inserts, expansion shields or beam clamps shall be all galvanized. Beam clamps shall be equal to Elcen Fig. 34 or 36 with rod and eye end.

At bar joists, support from bottom chord at panel points. For piping over 6" provide supplemental steel angle supports and welding to span 3 joists when running parallel to joists and welded angle between two panel points for piping running perpendicular to joists. Concrete inserts shall be equal to Grinnell Figure 282.

Wherever piping hanger support rods heights exceed 36" length from top of the supported item to the structure above, Contractor shall provide a Unistrut support assembly and bracing of the assembly with minimum 1"x1"x1/4" angle iron or as required for the weight of the supported item, whichever is greater, and anchor to structure above to prevent swaying. Assembly shall be welded at connection to Unistrut and building structural assembly. Follow welding procedures set forth in the structural division of the specifications.

- 2.9. **Bracing:** Where hanger rods heights exceed 36", provide sway bracing as specified above in "Hanger Rods". Bracing shall be provided at each Unistrut assembly and attached to the building structural system.
- 2.10. **Approved Equivalents:** By Grinnell, Elcen, Stockham or Crane will be accepted.

PART 3. IDENTIFICATION REQUIREMENTS

- 3.1. **Identification:** All of the above ceiling identification specified shall be completed prior to the above ceiling site visit. All remaining identification shall be completed prior to the final site visit.

The State of Alabama Department of Construction Management (DCM) will cancel, on-site, the site visit if not completed as specified. Failure to comply with this provision will be cause for cancellation of the site visit, and a fee imposed for the additional site visit, with all costs of the additional site visit to be borne by the General Contractor.

All identification shall follow nomenclature used on the plans.

All equipment, smoke detectors, fire dampers, equipment filter access locations, access panels, access doors, motor starters, disconnects, thermostats, humidistats, sensors, valves, trap primers, control systems components, switches, all built-up air handling unit access doors and any other items or devices which cannot be readily identified by the Architect, Engineer or Owner and his personnel, shall be equipped with engraved laminated plastic nameplates, as described below.

Filter access locations' identification shall include the size and number of filters required for each specific piece of equipment.

Identify all access openings/panels/doors to indicate item for which access is provided. Ex. Motorized damper, fire damper, smoke detector, filters, valves, coils, etc. Additionally, add the following to each access identifier: "**ACCESS - DO NOT BLOCK.**"

Any above ceiling identification shall have a corresponding engraved plastic label identifier neatly attached to the ceiling grid below the aforementioned equipment, item, valve, access door, etc.. Attach to the ceiling grid with permanent adhesive. The engraved plastic labels background shall match ceiling grid color with contrasting

black or red letters **as desired by the Architect**. The label shall have engraved on it the item being identified and its designation as shown on the plans, valve chart, etc. Refer to Section "Identification" below for additional requirements.

Engraved equipment designation and numbers shall be as shown on the drawings on upper half of tag, leaving lower half of tag for future engraving by Owner. Where equipment is typed (HP-A, HP-B, EF-A, etc.) rather than numbered (HP-1, HP-2, EF-1, etc.) the tag shall include the room number(s) of the area served. Room numbers shall be designated by the Owner. In absence of Owner's room numbers, numbers shall be as indicated on the architectural plans.

Identify all piping, including refrigerant suction lines, refrigerant liquid lines, refrigerant hot gas reheat coil lines, condensate drainage piping located in concealed areas above ceilings and exposed to view in finished spaces, all water piping, fire sprinkler piping, gas piping, air piping, jacket of all insulated pipe and all pipe exposed to view and/or accessible through removable ceilings, attics, access panels, etc... Sanitary vent piping above the ceiling, in chases and similar areas, and condensate drainage piping on the floor in mechanical rooms or located on the roof, are not required to be identified **except that all sanitary vent piping associated with an acid resistant waste and vent piping system shall be identified.**

Identification shall be visible from all sides of the piping, bear name of pipe contents and show direction of flow. In the case of gas/air systems, the identification shall also indicate pressure of the pipe contents. Install identification within 12" of all flanges, valves, fittings, elbows, change in piping direction, at each branch take-off, both sides of floor and wall penetrations, and along all straight runs of pipe not further apart than 15 feet.

Gas piping identification shall be provided as specified above except intervals shall be a maximum of 12 feet for straight runs of piping. Identification shall indicate direction of flow and pressure of piping contents and placed at intervals and locations specified.

Pipe labels shall be flat wrap-around markers that completely surround the pipe. The markers colors, designations, etc., shall comply with IBC/IPC/IMC requirements, ANSI/ASME Standard A13.1 and ANSI Z535.1, current editions.

Piping identification shall be provided over every space, including small areas (closets, storage rooms, etc.) above accessible ceilings. All piping identification shall be installed such that the Owner or maintenance personnel can remove any ceiling tile and visually identify any overhead piping with the specified identification markers.

Markers shall be Seton "Snap-Around" or Seton "Strap-Around" pipe line markers, Marking Services Inc (MSI) Series MS-970, Kolbi Pipe Marker Co., Brimar or approved equivalent. **Stick-on, painted, stenciled or hand written type identification is not allowed.**

Fit all Plumbing dielectric unions, all gas valves and plumbing valves (except equipment service valves and sprinkler valves) with a custom laser engraved brass valve tag at each valve and dielectric union and include on the specified valve chart. Tag shall be 1-1/2 inches diameter, 18-gauge polished brass tags with 3/16-inch chain hole and 1/4-inch-high stamped, black-filled service designation. All gas valve identification shall indicate gas pressure, including the entering and leaving side of all gas pressure regulators, as applicable. Number tags in sequence, starting with

number 1; prefix the number with "P" for plumbing items. After numbering plumbing valves, also indicate valve numbers on the record/as-built drawings.

Fit all Mechanical (HVAC) dielectric unions and all Mechanical (HVAC) valves with custom laser engraved brass valve tag at each valve. Tag shall be 1-1/2 inches diameter, 18-gauge polished brass tags with 3/16-inch chain hole and 1/4 inch high stamped, black-filled service designation. Number tags in sequence, starting with number 1; prefix the number with "M" for HVAC/Mechanical items. After numbering all mechanical valves, also indicate valve numbers on the record/as-built drawings.

Fit all Fire Protection valves with engraved laminated plastic valve tags firmly secured with brass jack-chain and S-hooks to valve yoke or stem (not handles) or adjacent pipe. Fabricate tags as 4" x 3" x 1/16" white plastic with beveled corners, engraved both sides with 1/2" high x 1/4" stroke red letters and numerals. After numbering all fire protection valves, also indicate valve numbers on the record/as-built drawings.

Provide a valve chart laminated and framed which shows the number and location of each valve and dielectric union, and type of service. Locate a valve chart in each water heater room and each janitor closet. Permanently attach each chart to the wall as directed by the Architect. **All valves' numbers shall also be shown on the Record drawings. Include a copy of the valve chart and the record drawings with the valves and dielectric union identification in the Owner's Operation and Maintenance Manuals.**

In addition to valves identification specified above, provide an engraved laminated label, of the type specified above, and glue to the ceiling tile grid below the valve for each valve concealed from view. Where there is more than one valve located within a span of eight (8) feet, above the ceiling, it is not necessary to provide multiple identifiers on the ceiling grid. It will be acceptable to place a single identifier on the ceiling grid reading as, "Water Valves". Each valve above the ceiling is still required to have its own, individual valve tag and identified on the specified valve chart. Example: Over the toilets ceiling, there may be multiple shut-off valves to each individual fixture instead of to a bank of fixtures. Where there are multiple valves for each fixture, the Contractor may attach a single identifier on the ceiling grid that states, "Water Valves", or similar description. Thereafter, each individual valve above the ceiling still requires its own engraved valve brass tag as originally specified. The intent is to NOT have multiple individual identifiers for each valve exposed to view on the ceiling grid and thereby creating an undesirable appearance.

Access openings/panels/doors to all items requiring access shall be permanently identified on the exterior of the access panel and on the ceiling grid below by a label having letters not less than 3/4" in height and reading: "**XXX – DO NOT OBSTRUCT ACCESS**" where "XXX" is the item requiring access.

Permanently affixed warning labels shall be attached to all equipment, inside the facility and outside of the facility, on a highly visible location on the equipment, which can be automatically started. The warning label shall read as follows: "**CAUTION!! This equipment is operating under automatic control and may start or stop at any time without warning. Place disconnect switch in the "OFF" position before servicing or attempting to work on equipment.**"

Permanently affixed warning labels shall be attached to all motor starters and all control panels which are connected to multiple power sources utilizing separate disconnect switches. The warning labels shall read as follows: "**THIS EQUIPMENT**

IS FED FROM MORE THAN ONE POWER SOURCE WITH SEPARATE DISCONNECTS. DISCONNECT ALL POWER SOURCES BEFORE SERVICING OR WORKING ON THIS ITEM'

Provide signage on each access point to the UV-C lights and on each side of the unit. Signage materials and methods shall be as specified below, white letters with red background. Do not use the UV-C Manufacturer provided signage.

Warning signage shall read as follows: "***DANGER!! UV-C LIGHT SOURCE! UV-C RADIATION CAN CAUSE SEVERE BURNS OF THE SKIN AND EYE INJURIES. DISCONNECT POWER BEFORE SERVICING UNIT OR UV-C LIGHTING!"***

Identify the UV-C lighting redundant shut-off switch specified in Section 15700. Signage materials and methods shall be as specified below, white letters with red background.

UV-C lighting redundant shut-off switch signage shall read as follows: "***UNIT XX-YY UV-C LIGHTING REDUNDANT SHUT-OFF SWITCH.***" XX denotes the unit, and YY is the unit number or type, all as scheduled on the plans.

Labels shall be Norplex-Micarta stock meeting ASTM D709, a minimum of 4" x 3" x 1/8" thick, laminated plastic labels (larger if needed) with engraved 1" high x 1/4" stroke numerals and all capital letters to identify all items furnished under Division 15 specifications. Labels attached to the ceiling grid shall be the same width as the ceiling grid to which it is attached. Properly adjust lettering height to fit within the smaller width label. Labels color on the ceiling grid shall match the ceiling grid and be provided with contrasting black or red letters as desired by the Architect. All items above the ceiling or in mechanical rooms and similar type spaces shall be red with white lettering.

Where the tag, label or marker occurs in a plenum (return air) space, the material employed shall carry a Class A Flame Spread Rating per ASTM E84. If the material does not meet the Class A Flame Spread Rating per ASTM E84, provide custom laser engraved, 0.029" thickness, red, 316 Stainless Steel with white letters. Sizes, letter heights, etc., and colors shall be as specified for the laminated plastic labels specified hereinbefore.

Gas piping identification shall be provided as specified in this Section 15010, Identification, except intervals shall be a maximum of 12 feet for straight runs of piping.

All exterior and interior gas piping, fittings, etc., shall be clean and rust free when installed. All exterior and interior gas piping exposed to view piping in finished and unfinished areas shall be painted. Gas piping concealed above the ceiling or in partitions is not required to be painted unless it is rusted. Where gas piping, fittings, etc., are rusted, all rust shall be removed and then pre-treated with acidic etching primer specifically manufactured for the piping installed. Apply two coats of a compatible base and rustproof enamel paint. Rusted portions of gas piping, fittings, etc., in attic and other concealed areas shall be painted black after prepping for paint. Do not use spray paint. Gas piping that is exposed to view shall be painted with colors in accordance with IBC/IPC/IMC requirements and ANSI Standard A13.1, current edition. After gas piping is painted, identify with pipe markers and tags as specified hereinbefore.

All piping exposed to view in unoccupied finished spaces, mechanical rooms, housekeeping and similar spaces, and jacket of insulated piping exposed to view in mechanical rooms, janitor/housekeeping and similar type spaces shall be painted with two coats of a compatible enamel paint in accordance with IBC/IPC/IMC color requirements and ANSI Standard A13.1, current edition. Do not use spray paint. After piping is painted, identify with pipe markers, valves tags, etc. as specified hereinbefore.

Exposed piping and jacket of insulated piping in occupied finished spaces shall be painted with two coats of a compatible enamel paint, with color selected by the Architect.

Painting of the jacket of the insulated piping is not required where a protective aluminum jacket is specified and provided. Provide identification markers as specified hereinbefore on piping with aluminum jacket. Refer to Sections 15400 and Section 15700 for piping requiring aluminum jacket.

PART 4. MISCELLANEOUS REQUIREMENTS

4.1. Materials and Equipment: New and of best quality in every respect. Pipe and fittings shall conform to the ASTM Standard designated for pipe of each material. Equipment shall bear Underwriters Laboratories Inc. (UL) listing label, Canadian Standards Association (CSA) listing label or ETL approved rating.

All electrical components and products shall also comply with the respective Code of Federal Regulations (CFR). All pressure vessels shall be constructed and tested in accordance with applicable ASME Codes and shall bear ASME stamps unless specified otherwise. Minimum pressure rating shall satisfy job conditions.

All equipment shall be by the same manufacturer throughout the project. No mix matching of equipment Manufacturers is allowed. Where units of the same class of equipment are required or specified, these units shall be products of a single manufacturer, however, the component parts of each unit need not be.

No materials or products that contain asbestos, formaldehyde, lead or mercury, in excess of limits mandated and defined by OSHA, LEED and the EPA, shall be utilized.

Where conflicts occur between a Code, Standard, Listing and the contract drawings or contract specifications, the most stringent requirements shall govern and be applied.

4.2. Workmanship: Workmanship shall be first class, premium and in accordance with superior practice. Work shall be executed by experienced mechanics and shall present a neat and professional appearance. Exact location of pipe, duct, equipment, etc., shall be determined in field, considering work of other trades.

Lines required to be sloped have right of way over those not required to be sloped. Lines whose elevations cannot be changed have right of way over lines whose elevations can be changed. Lines and equipment whose locations are dimensioned have precedence over lines and equipment not dimensioned.

Except in unfinished areas and where specifically indicated on the drawings or

approved in writing, ductwork, piping, conduit, wiring, and similar items shall be concealed in the construction.

Pipe shall be clean, cut clean, properly reamed, threaded or soldered, erected plumb and secure. Make changes in pipe size with reducing fittings without the use of bushings. Install all items in accordance with manufacturer's recommendations. Absolute coordination is required with the other Contractors on the project before proceeding with installation of any system or item.

At all stages of installation, protect pipe openings, floor drains, hub drains, fixtures, ductwork, condenser coils and equipment against the entrance of foreign materials and from damage by the elements, mortar, concrete, paint, etc. Plugs of rags, wool, cotton, waste or similar materials are not acceptable.

If air moving equipment must be used during construction, temporary filtration media with a Minimum Efficiency Reporting Value (MERV) of 11, as determined by ASHRAE 52.2, current edition, and shall be installed at each return air grille, return air register, exhaust grille, exhaust register, and unit return air inlet. ALL open portions of ductwork and equipment shall be covered with a self-adhesive film (not Visqueen) or airtight sheet metal caps to prevent the intrusion of contaminates.

All equipment openings, duct openings, duct take-offs, etc., shall be protected immediately after the tap, take-off, opening, etc. has been fabricated in the field. In effect, there shall be no ductwork opening or equipment opening that is exposed to the ambient air. The material shall be a minimum of 3 mils thick and have a minimum tensile strength of 10 psi. It shall be waterproof and recyclable. Material shall be DuroDyne Dyn-O-Wrap or approved equivalent.

Where bare sheet metal is delivered unassembled to the job site, all ductwork shall be covered and protected with Visqueen. After fabricating the duct in the field, the interior bare metal shall be wiped clean with a clean damp cloth before installing in the field. After installation, duct shall be protected as specified above. Any ductwork discovered to be unprotected as specified is subject to immediate rejection for use on this project.

- 4.3. **Testing Documentation:** Throughout the Division 15 specifications, there are various tests required and specified. Provide the Architect written certification and results of all tests specified, including those indicating failure. The absence of written testing certification and results will be considered the same as if testing was never done. Include all testing documentation in the Operating and Maintenance Manuals.
- 4.4. **Factory Finishes:** Furnish to the Architect, color cards for standard and premium colors available. The Architect shall select color where choices exist. Provide Manufacturer's standard color where color choices are not available. Coordinate all color selections with appropriate Architectural specification sections.
- 4.5. **Expansion:** Provide for expansion and contraction of all piping, ductwork, etc. and make proper provisions so that excessive strain will not occur on piping, ductwork or other parts. Provide flexible connections for all piping and ductwork at all building expansion joints.
- 4.6. **Safety Provisions:** Provide covers or guards on all hot, moving, projecting items and at any other location that could be construed by the Engineer, Owner or Architect as a hazard.

4.7. **Cleaning and Adjusting:** Upon completion of work, clear all drains, traps, fixtures, ducts and pipe. Adjust all valves, remove rubbish and leave work in clean and excellent operating condition. Clean and polish all floor drains, floor and wall cleanouts, wall hydrants and any other exposed metal objects.

Install final permanent type filters only after cleaning of building is completed.

4.8. **Escutcheons:** Where pipes pass through cabinets, walls and ceilings of finished rooms provide one-piece, cast-brass type with polished, chrome-plated finish and setscrew fastener or stainless steel type securely fastened in place. Do not use split ring type escutcheons.

Pack penetrations with mineral wool insulation, seal with firestopping compound and install escutcheons to prevent passage of fire, smoke and vermin.

4.9. **Delivery and Storage:** All equipment and materials delivered and placed in storage shall be protected from the weather, humidity and temperature variations, dirt and dust, and other contaminants. See Section 15700 and this Section 15010 for additional requirements for ductwork and equipment.

4.10. **Dielectric Isolation:** Provide dielectric isolation where dissimilar metals are joined, at supports, etc. For pipe sizes 2" through 6", copper piping flanges shall be drilled to ANSI B 16.5 150/125 Standard and powder coated, with an EPDM insulator adhered to the plate steel flange protruding inside of the steel flange to prevent contact with the copper flange adapter. The copper component of the flange adapter shall be Third Party Classified by Underwriters Laboratories, Inc. Minimum working pressure shall be 300 psi at 272°F.

4.11. **Miscellaneous Bonding/Grounding of Metallic Items:** Wherever any bare metallic piping, conduit, structural elements or any other metallic assembly is in contact with externally insulated duct or bare sheet metal duct, bonding/grounding shall be provided. The Contractor shall provide 1/2" thickness, unslit AP Armaflex insulation of sufficient inside tubular diameter to snuggly and completely cover the respective metallic item. The insulation shall extend the full length of the affected area. Where channel shapes are used, orient the open side of the Unistrut assembly down. Materials that are not supported by Unistrut, sheet Armaflex may be used provided it is properly attached to the duct or affected items. Refer to Section 15700, Part "Pipe and Miscellaneous Insulation Work" for AP Armaflex material specification.

END OF SECTION

SECTION 15700

HEATING, VENTILATING AND AIR CONDITIONING

PART 1. GENERAL

1.1. **General Provisions:** Section 15010 is applicable in full hereto. No materials or products that contain asbestos, formaldehyde, polychlorinated biphenyl (PCB), lead or mercury, in excess of limits mandated and defined by OSHA, LEED and the EPA, shall be utilized.

Do not fabricate any duct or install any pipe or equipment until all coordination has been accomplished. Refer to Section 15010 for coordination requirements.

Manufacturers not mentioned in the specifications require prior approval, seven (7) days prior to bid date. Follow procedures set forth in Division 1 of the specifications. All prior approvals shall be submitted through the Architect.

1.2. **Qualifications of Mechanical Contractor:** Shall be properly licensed and established as a Heating and Air Conditioning Contractor at location of the work. He shall have had previous experience in the satisfactory installation of at least six (6) systems of this type, size, complexity and scope. The Sub-Contractor shall have an adequate service facility to provide complete service and maintenance of the facility within 100 miles of the installation.

1.3. **General Scope:** Include all equipment, material, and labor required for complete and proper installation and operation of mechanical systems, even though not every item involved is indicated. Do not attach any items to other trades' assemblies. Items shall be attached to the building structural system.

Advisory provisions listed in all Codes referenced in the Contract Documents are mandatory. Where conflicts occur between a Code, Standard, the contract drawings or specifications, the most stringent requirements shall govern and be applied.

Manufacturers not mentioned in the specifications require prior approval, seven (7) days prior to bid date. Follow procedures set forth in Division 1 of the specifications. All prior approvals shall be submitted through the Architect. Where substitutions are proposed, unless the Contractor states in writing, on a separate recap/summary sheet in front of the respective submittal, the differences of the substituted equipment or material, he shall be responsible to replace such items any time discrepancies are found.

Where units of the same class of equipment are required or specified, these units shall be products of a single manufacturer, however, the component parts of each unit need not be. All equipment shall be by the same manufacturer throughout the project. No mix matching of equipment Manufacturers is allowed unless specified otherwise.

Architect shall select all colors where a choice exists.

1.4. **Record Documents:** Provide in such detail, as is set forth under General and Supplemental Conditions and in Section 15010.

1.5. **Access Panels and Doors in Finished Areas:** Do not locate serviceable items above inaccessible, hard ceilings or in partitions without written approval from the

Architect. Coordinate all items locations with the Architectural plans before installing any items. Furnish access panels and doors to the General Contractor for installation wherever required for access to any items requiring maintenance.

Access panels/doors in finished areas or areas exposed to view shall be suitable for wall or ceiling finish involved, 24" x 24" unless otherwise indicated or as required to permit removal of equipment and provide acceptable maintenance access. Access panels and doors shall be fire rated where rated assemblies are penetrated.

Access panels and doors shall be manufactured by Milcor, Elmdor, Zurn, Mifab or approved equivalent. The Architect must approve the use of, and type of, all panels and doors to be installed in areas that are exposed to view or in finished areas.

Exposed access panels and doors shall be factory cleaned and primed for painting in the field. Colors shall be selected by the Architect. Refer to Architectural Section, Painting, for additional information.

Refer to other parts of this specification for access doors/panels required for ductwork and other related items.

For detention and similar institutional type facilities, refer to Section 1122 for type of access panels/doors required.

Refer to Section 15010, Part Access Panels and Doors for additional requirements.

1.6. Permits and Inspections: The Mechanical Contractor shall arrange and pay for the State of Alabama Boiler and Pressure Vessel Safety Division/Inspection Divisions, Elevators/Boilers Inspector to visit job site to inspect the installation and obtain written approval, certification and Certificate for Potable Water Heater (PWH) as required. Correct all deficiencies required by the Inspector without additional cost to the Owner or the Owner's Project Design Professionals, using materials and methods, as directed by, State of Alabama Boiler and Pressure Vessel Safety Division/Inspection Divisions and Elevators/Boilers inspector as required.

1.7. Site Visits: It is the contractor's responsibility to have the job ready for site visits when they are scheduled. If the project is not ready for the requested site visit and the Architect, any governmental agency or any other entity requires an additional site visit with the Engineer present, the contractor shall pay Zgouvas, Eiring & Associates a re-visit fee of \$1,000. The payment shall be made directly to Zgouvas, Eiring & Associates 5 days prior to the scheduled site visit.

The Contractor is urged to carefully review the extensive requirements of Paragraph "Identification" and "Refrigerant Piping Identification" in Section 15010 of the specifications. Note that certain identification is required to be completed before certain site visits. **There are specific identification requirements prior to the above ceiling and final site visits, respectively, that are mandatory. The State of Alabama Department of Construction Management (DCM) will cancel, on-site, the site visit if not completed as specified. Failure to comply with this provision will be cause for cancellation of the site visit, and a fee imposed for the additional site visit, with all costs of the additional site visit to be borne by the General Contractor.**

1.8. Miscellaneous: Bidders shall visit the site and become acquainted with all job conditions that may affect the work shown on the plans. Report to the Architect, prior to bid, any new or existing conditions that require modifications to accomplish the installation of all items. Provide for required adjustments to complete the intent of the work. No consideration will be given after bid opening for alleged misunderstanding

regarding new or existing job conditions, utility connections, permits, fees, construction documents, etc.

The Contractor shall carefully examine the contract documents during the bidding phase. Any missing information, clarifications, etc. in the contract documents that is required to obtain accurate pricing shall be brought to the attention of the Architect, **prior to bid date**, so all may be clarified and/or corrected. Failure to identify and resolve any issue prior to bid shall require the Contractor to provide said items, complete, without additional cost to the Owner or the Owner's Project Design Professionals, using materials and methods specified by, and as directed by, the Owner's Design Professionals.

Refer to Section 15010 for additional requirements.

- 1.9. **Identification:** Custom factory fabricated refrigerant piping labels are required. **Stick-on, painted, stenciled or hand written type identification is not allowed.** The Contractor is urged to carefully review the extensive requirements of Paragraph "Identification" in Section 15010 of the specifications and note that certain identification is required to be completed before certain site visits. There are specific identification requirements prior to the above ceiling and final site visits, respectively, that are mandatory. **The State of Alabama Department of Construction Management (DCM) will cancel, on-site, the site visit if not completed as specified. Failure to comply with this provision shall be the cause for cancellation of the site visit, and a fee imposed for the additional site visit, with all costs of the additional site visit to be borne by the General Contractor.**
- 1.10. **Painting and Colors:** Furnish to the Architect, color cards for standard and premium colors available. **The Architect shall select color where choices exist.** Refer to the Architectural Painting Section of the specifications for additional requirements.
- 1.11. **Coatings and Finishes:** Refer to Section 15010 for requirements.
- 1.12. **Safety Provisions:** Provide covers or guards on all hot, moving and projecting items that may be deemed by the Engineer, Architect or Owner to be a hazard to occupants of the building or to service personnel.
- 1.13. **Spare Parts:** Manufacturer of any equipment specified shall have a wholesale outlet for readily available replacement parts in the nearest major USA city.
- 1.14. **Submittals:** Refer to Section 15010 for **strict requirements** and, especially as it applies to format, project cost constraints, addendums and Value Engineering (VE) items.

Only ONE complete submittal will be accepted. Providing submittals piecemeal is not allowed. If a partial or incomplete submittal is provided, it shall be cause for immediate rejection.
- 1.15. **Service, Charges, Lubrication, Filters, etc.:** Furnish complete first charges of refrigerant, lubrication, oils, etc., and be responsible for such full charges for the guarantee period. Provide service and maintenance for all equipment and systems during the guarantee period. As a minimum, quarterly service calls and reports are required. Make the last service call two weeks prior to year-end site visit. All quarterly service shall include lubrication of all motors, bearings, calibration and adjustment of all controls and equipment, full refrigerant charge, new filters, belts, etc.

The Contractor is responsible for quarterly filter changes of all disposable filters, and cleaning of all washable filters, during the guarantee period. The Contractor shall inscribe onto the disposable filters' casing the date filters were installed/replaced.

The Contractor shall furnish to the Architect and the Owner individual written service reports for all work done under this warranty. Failure to provide the Architect with the Owner's written acknowledgement of service calls shall be construed to mean that the service calls have not been accomplished and are still required.

- 1.16. **Field Instructions:** The Contractor shall operate all systems for a period of six (6) days after completion of the work. During this time, provide competent personnel to thoroughly instruct representatives of the Owner in the proper operation and care of all equipment and control systems. Secure written acknowledgement of such training from the Owner. Failure to provide the Architect with the Owner's written acknowledgement of this training shall be construed to mean that the instructions have not been accomplished and are still required.
- 1.17. **Diagnostic Tools:** Provide Owner with diagnostic tools(Example: Trane Symbio Tool for Trane Equipment) and provide training for such tools during Owner Training.
- 1.18. **Operating and Maintenance Manuals:** **Two weeks before the final site visit,** furnish three complete sets of operating and maintenance instructions, bound in hard cover, indexed and tabbed.

The Contractor shall also provide this information in digital Adobe Acrobat PDF format, on a CD-R CD. The PDF file shall be provided with an embedded index for each item specified. The index shall appear in the left hand window of the opened document so that the Owner or his maintenance personnel can "click" on the indexed item and move immediately to that specific item.

Minimum requirements for the Operating and Maintenance Manuals shall be as follows:

- a. The first page of the bound instructions shall be a listing of:
 1. The Owner/Project Title.
 2. The Architect and Architect's Job Number.
 3. The Engineer and Engineer's Job Number (Found in the Engineer's Logo in the Bottom Right Corner of the Mechanical Plans).
 4. The General Contractor and Contact Information.
 5. The Mechanical Subcontractor and Contact Information.
 6. HVAC Controls Subcontractor and Contact Information.
- b. Second page shall be a Table of Contents listing all products in the order which they appear in the specifications and label the tab accordingly. Include all equipment using nomenclature shown on the Mechanical plans, UV-C lights, and similar devices, control valves, motorized dampers, fire dampers, etc.
- c. The third page shall be a summary page that lists each item with its respective warranty, including all extended warranties.
- d. All warranty card information shall be filled in by the Mechanical Contractor; Serial numbers, Model Numbers, etc. all as required for proper warranty registration. The warranty registration date shall be the date of substantial completion as determined by the Architect.
- e. Provide copies of all filled in warranty cards.
- f. Provide a local source of supply for parts and replacement, including names and

telephone numbers of parts suppliers.

- g. Provide a general maintenance summary section. Section shall be a list of each piece of equipment or device using the designations as shown on the plans, and the routine maintenance procedures based on the respective manufacturer's recommended intervals. As a minimum, maintenance shall be grouped and individually tabbed to indicate maintenance operations required:
 - 1. Once a month
 - 2. Quarterly
 - 3. Once every six months
 - 4. Once a year
- h. Provide copy of the results of all specified tests.
- i. Copy of Test and Balance Report.
- j. Copies of all the Mechanical Engineer's Site Visit Reports including Contractor's written response that items listed were corrected.
- k. Copies of all certificates of all site visits, comments and approvals from all Governing Authorities, to include all Boiler and Pressure Vessel inspections by the Authority Having Jurisdiction, as applicable.
- l. Copy of the Contractor's letter to the Authority Having Jurisdiction for all air conditioning systems containing greater than 55 pounds of refrigerant.
- m. Provide copy of all the specified start-up reports.
- n. Provide copy of hoods certification, as applicable.
- o. Provide DVDs of Section 15920 HVAC Controls systems training for Owner's personnel.
- p. Final Commissioning report
- q. Provide a copy of valve chart required in Section 15010, Identification. Include all dielectric unions, cleanouts and valve numbers on chart. Valves' numbers shall also be indicated on the record drawings.
- r. Provide copy of all Division 15 Specifications except Section 15400.
- s. Provide a copy of all shop drawings/submittals.
- t. Provide drawings of system control and wiring diagrams, condensed operating instructions, specified sequences of operation. Include hard copy in binder and digital copy on CD in PDF format. All components shall be numbered and identified on the diagram. Laminate, frame under plastic and mount in each mechanical room in an optimally viewed location.
- u. Provide record drawings of the Mechanical drawings, in hard copy and PDF format and in ACAD ".dwg" format, on CD. Refer to Section 15010, Part 1, General, Paragraph, Record Drawings for detailed requirements. Record drawings shall also indicate all valve numbers from the specified valve chart.

1.19. Warranty: Guarantee work as set forth in Section 15010 and Division 1. Guarantee in writing to make good without cost any defects in materials and workmanship for one year following the date of substantial completion of the project, as determined by the Architect, and unless specified otherwise a 5-year warranty on all air conditioning compressors. Provide free maintenance and service during the guarantee period to **include furnishing and replacing of filters, and the cleaning of all washable filters.** Refer to other parts for additional requirements and extended warranty requirements.

PART 2. ELECTRICAL WORK AND EQUIPMENT

2.1. Power: All power wiring required for installation of equipment is specified under the Electrical Division. Electrical equipment shall be compatible with the current shown on electrical drawings. **Contractor shall verify all voltage and power**

requirements with Electrical Contractor, Electrical plans, and at the project site, prior to ordering equipment.

2.2. Motors: All furnished motors shall be designed, manufactured, and tested in accordance with the current applicable standards of NEMA, ANSI, IEEE, and ASTM. As a minimum requirement, all motors shall conform to the current applicable sections of NEMA Standard No. MG-1, Part 3. Motors must meet or exceed The Consortium for Energy Efficiency (CEE) Premium Efficiency™ full load efficiencies. All motors 1 HP and over shall be premium efficiency. All motors with scheduled capacity of less than 1 HP shall be ECM type as required by ASHRAE 90.1 and with minimum motor efficiency of 70% when rated in accordance with DOE 10 CFR 431.

All motors shall be listed under UL recognized component file as applicable. All motors shall be suitable for installation according to the requirements of NEC. Motors shall be wound for the specified voltage and a 1.5 service factor, 1750 RPM open drip proof construction and minimum of Class "F" insulation unless otherwise shown or specified.

The bearings shall have a rated fatigue life of B-10 of 150,000 hours for direct-coupled applications and 50,000 hours for belted applications minimum. Belted rating shall be based on radial loads and pulley sizes called out in NEMA MG 1. Load on motors shall not exceed 100% nominal horsepower. Routine factory testing shall be conducted in accordance with Method B of IEEE 112 (current edition), Standard Test Procedure for Polyphase Induction Motors and Generators and shall be as described in Article 12.55 of NEMA MG1, Motors and Generators. **Premium efficient motors shall be warranted for 36 months from date of substantial completion of the project as determined by the Architect.**

Where shown, specified or required, furnish increment wound motors for two-step starting. All motors shall be provided with overload protection and phase protection on all legs. Do not run motors until correct overload elements are installed in starters. Trading overload elements for elements of correct size for motors actually furnished shall be included in this Section.

All motors serving outdoor equipment exposed to weather shall have TEFC motors meeting the requirements set forth previously.

Motors shall be by Allis Chalmers, General Electric Goulds, Louis Allis, Westinghouse or approved equivalent.

2.3. Variable Frequency/Speed Drives: Drives shall be mounted on wall at accessible height standing from floor. Equipment mounted or Uni-strut type frame mounting is not acceptable. All drives shall be provided with an integral disconnect switch. Where shown or required to be a part of a new or existing HVAC Controls System (BAS), variable frequency drives shall be equipped with integral disconnect switch and a serial interface to allow bidirectional communication with the existing or new BAS. At a minimum, the following points shall be made available to the controls system: Set Point, Drive Speed (RPM), Frequency (Hz), Current (A), Power (KW), Energy (KWH), Last Fault Number, OK/Faulted Status, Stop/Run Status, and Hand/Off/Auto Status. Drives shall be installed in accordance with NEC requirements for electrical panels.

Drives shall be provided with NEMA 1 enclosures for standard indoor service, NEMA 12 enclosures for dusty/dirty indoor environments and NEMA 3R enclosures for outdoor or wet environments. Air filters shall be provided for air intake openings only on NEMA 3R and 12 enclosures. Drives shall be installed in accordance with NEC requirements for electrical panels. Drives shall be ABB Model ACH550 or approved

equivalent by Danfoss, Allen-Bradley, Eaton, Toshiba or Yaskawa. ABB is the Basis of Design. Refer to Part Automatic Controls at end of 15700 or Section 15920, Heating, Ventilating and Air Conditioning Building Automation System (BAS), as applicable, for additional requirements.

2.4. Fusing: Provide factory installed fuses in all equipment requiring fusing for branch circuit protection.

2.5. Motor Starters as Required: To be furnished under this Section; installation thereof is specified under the Electrical Division, except for those which are specified to be factory assembled. Starters shall be Cutler-Hammer, Allen-Bradley, Square D or General Electric. Starters shall be U.L. and NEMA approved. Where required for interlocks provide built-in step down transformer. Motors for VFD drives shall be designed for NEMA MG-1, Part 30.

Motor starters shall be mounted on wall at accessible height standing from floor. Equipment mounted or Uni-strut type frame mounting is not acceptable.

Provide for each motor or group of motors requiring a single control (and not controlled from a motor-control center), a suitable controller and devices that shall function as specified for the respective motors.

Provide overload protection for each ungrounded conductor to each motor 1/8 HP or larger (manual reset type unless indicated otherwise). The overload-protection device shall be integral with the motor or controller. Unless indicated otherwise, furnish pilot lights with all remote starters. Where auxiliary control devices are connected into control circuit, these devices shall not bypass safety controls (motor-overload protective devices, high-pressure cutouts, low pressure cutouts, etc.). Provide "Hand - Off - Auto" switches, auxiliary contacts, etc. for all starters.

2.6. Unit Protection: All fan motors, indoor units, outdoor units, condensing units, packaged units, etc., shall be provided with equipment manufacturer, factory installed surge protection and phase protection to ensure against voltage unbalance, over/under voltage, phase loss, reversal, incorrect sequencing and rapid short cycling. When not available from the equipment manufacturer, protection shall be provided for all 3-phase equipment utilizing ICM Controls Model 450 A Plus+ or equivalent. All single phase equipment with horsepower greater than or equal to 1/8 HP shall be provided with protection utilizing ICM Controls Model ICM 492 or equivalent. The Contractor shall consult with the Owner's maintenance personnel and set up all programmable options based on the Owner's requirements, within the device's capabilities. Phase protection is not required on equipment being controlled via a variable speed frequency drive; if the specified protection is inherent with the variable speed drive furnished.

2.7. Controls: All HVAC controls cabling and wiring shall be in EMT conduit (no "whips") or on J-hooks. Above accessible lay-in ceilings, control wiring shall be installed on J-Hook assemblies. Above all hard, inaccessible ceilings, in all mechanical rooms and in areas with exposed structure (no ceilings), controls wiring shall be in conduit. Do not attach any wiring, cabling or conduits to refrigerant piping.

Do not route control wiring through sleeves containing piping. Do not route any control wiring through or within any ductwork. **All control wiring penetrating any exterior wall, interior partition, floor, and similar construction shall be in EMT conduit. Through base control wiring/conduit is not allowed.** EMT control conduit shall be as specified in the Electrical Division of the specifications and/or as shown on electrical drawings. Minimum HVAC Controls conduit size shall be 3/4" in

size. All control conduit, power, relays, contactors, transformers, wiring, etc., required for a complete functional system as specified, shown on the plans, or as required to accomplish the specified sequences of operation, which is not shown or specified by the Electrical Division, shall be furnished and installed by the HVAC Controls Contractor. This shall include all power, interlock control wiring between the various components of the heating, ventilating and air conditioning system, lighting interlocks and all smoke detection system electrical wiring.

Electrical work performed under this Section shall conform to requirements set forth in the Electrical Division of the specifications. All wiring shall be in accordance with the National Electrical Code, and all State and local codes. Coordinate all requirements with the Electrical Sub-Contractor prior to bid and provide all as required.

All thermostat and humidistat boxes shall be mounted 46" A.F.F. to the center of the box (ADA height). Where wall mounted CO₂ Sensors are indicated, they shall be mounted 58" A.F.F to the center of the box. Electrical work performed under this Section shall conform to requirements set forth in the Electrical Division of the specifications. All wall-mounted devices shall be provided with hinged, locking metal covers with rounded edges.

All work shall be done by an approved, independent HVAC Controls Contractor whose primary business is the installation and servicing of HVAC controls systems. Refer to Section 15920 Building Automation Systems (BAS) for additional detailed requirements. Trane is the only Manufacturer allowed. The Division of Construction Management (DCM) for the State of Alabama has on file an approved sole source exception.

- 2.8. **Controls and Instrumentation Cable:** Instrumentation cable shall be minimum AWG as recommended by the equipment Manufacturer or the HVAC controls system Manufacturer. The most stringent shall be provided. All wiring, cabling, conduit, connections, etc., shall be plenum rated and rated for use at temperatures and conditions expected in the location of mounting. Do not attach any wiring, cabling or conduits to refrigerant piping.
- 2.9. **Wiring Diagrams:** Furnish to the Electrical Contractor for the specific makes and models of electric-motor operated equipment to be installed. **Contractor shall verify all voltage and power requirements with Electrical Contractor, Electrical plans, and at the project site, prior to ordering equipment.**
- 2.10. **Modifications:** The cost of any modifications of the electrical power wiring, breakers, and/or control wiring conduit, etc. that is required for any items specified in Section 15700, or controls having electrical power requirements differing from that shown on the electrical drawings and/or as specified, shall be the responsibility of the Mechanical Contractor.

PART 3. TESTING AND BALANCING AIR DISTRIBUTION AND HYDRONIC SYSTEMS

- 3.1. **Procedure:** Test and balance all systems per current edition of the Associated Air Balance Council National Standards for Total System Balance, Section IV, as applicable to air distribution and hydronic balancing. Employ instruments that have been calibrated within six months and checked for accuracy just prior to start of work. Provide for all work as specified in Section IV, Chapters 16, 17, 18, 19, 20, 21, 22, 23, and 24. The entire, current, AABC Standards Manual is applicable, as if written in full herein. Indicate date of testing, space temperature and humidity, outdoor air temperature (DB & WB). Use Manufacturer's data for pressure drops through coils,

chillers, condensers, etc. and pump performance curves. Include temperature of chilled water and/or hot water and discharge air from each AC unit and coil. The Contractor shall provide additional dampers, valves, drive changes, etc. as required to obtain specified results. Check airflow at each supply, return, exhaust grille, register and diffuser and outside air intakes with a recently calibrated direct-reading velocity instrument. Adjust systems to deliver quantities within 10 percent of the indicated amounts.

Setting of balancing valves and dampers shall be clearly, neatly and permanently marked so they can be reset at any time.

After building is occupied, adjust as requested by the Architect.

- 3.2. **Seasonal Adjustments:** At the beginning of the first heating season adjust and balance operating phases and repeat at the beginning of the first cooling season or vice versa as requested by the Architect or Owner.
- 3.3. **Control Systems:** In cooperation with the HVAC Controls Contractor and/or the Mechanical Contractor as required, calibrate, adjust, and verify sequences of operation and the control systems, including the refrigerant hot gas reheat coils, to show that the requirements of these specifications have been met. Provide a report indicating that the specified sequences of operation are as specified. Provide a tabulation of setting on all controls indicating set point and throttling range, etc. after controls and systems have been finally adjusted. Include settings on safety controls and cutouts. Verify that all safety settings and limits are appropriate and comply with current safety Codes and Regulations for the respective system.
Provide a complete report.
- 3.4. **Unit Protection Verification:** The Test and Balance Contractor, with cooperation from the Mechanical Contractor, shall verify that all phase protection specified has been installed where specified, and installed per the Manufacturer's requirements. The verification of this requirement shall be furnished in tabular form and findings included in the test and balance report. The summary shall list all equipment specified to have the protection, verification that the device is installed per the Manufacturer's recommendation and has been programmed to the Owner's requirements.
- 3.5. **Testing and Balancing Contractor:** All work shall be performed by an independent test and balancing agency specializing in testing and balancing air conditioning systems. The test and balancing contractor shall be NEBB or AABC certified. Balancing agencies shall submit experience record and references to Engineer for review a minimum of seven (7) days before bid date.
- 3.6. **Notification:** Notify the Architect one week prior to final testing. The Contractor shall provide all testing equipment.
- 3.7. **Report:** Submit report with all performance data seven (7) days prior to the final site visit. The Alabama Department of Construction Management (DCM) will cancel, on-site, the site visit if not completed as specified. Failure to comply with this provision shall be cause for cancellation of the site visit, and a reinspection fee imposed, with all costs of the re-inspection to be borne by the Contractor responsible. No final site visit will be held until the Engineer has reviewed this report.

PART 4. WATER & CONDENSATE DRAINAGE PIPING

4.1. **General:** Cut accurately to measurements established at site and work into place without springing or forcing, properly clearing all building features. Arrange and install piping systems sizes as shown, as close as practical, straight, properly supported and run as directly as possible forming right angles or running parallel with building lines, true to line and grade, free of sags and bends. Locate piping as high as practical and in parallel groups as close together as practical. Route through previously built-in sleeves and avoid cutting or other weakening of the structure. Ream all pipes to remove burs. Make changes in direction and size with fittings. Bushings are prohibited. Vent the high points of all forced water mains and branches with automatic vents discharged properly to waste. Cap or plug open pipe ends during installation to keep out foreign material.

Before installation, piping shall be checked, upended, swabbed, and all rust and dirt from storage or from lying on the ground shall be removed. Any rusted piping shall have the rust removed, etched as required by the manufacturer, primed and then painted with two coats of compatible, black, enamel rustproof paint. Paint shall comply with the requirements of ASTM E84 for flame spread and smoke development. **All piping shall be clean when it is installed.**

Take off branches from supply and return mains as shown. Make connections carefully to ensure unrestricted circulation, eliminate air pockets, and to permit complete drainage of the systems. Grade all piping not less than 1" in 40 feet. Unless otherwise specified herein, all pipefittings shall be designed for 150 psig working pressure.

All piping not in an accessible attic or similar spaces that contain valves and other items which may require maintenance access shall be located no more than 12" above the finished ceiling and no more than 14'-0" in areas without ceilings.

Make all connections to equipment using screwed unions in sizes 2" and smaller and flanged unions in sizes 2-1/2" and larger. Install unions in all piping connections to each piece of equipment, including traps, pumps, coils, etc. **Per IMC 307.2.5, condensate drain lines shall be configured to permit the clearing of blockages and performance of maintenance without requiring the drain line to be cut.** Refer to plan details for detailed requirements of the assembly.

Unless otherwise specified, pipe and fittings installation shall conform to the requirements of ANSI B31.1.

All piping shall be concealed within walls, chases, above ceilings, etc., unless specifically noted otherwise.

4.2. **Chilled Water Piping:** Schedule 40 black steel ASTM A53, Grade B pipe within the building; use black malleable iron screwed fittings in sizes 2 inches and smaller, and long radius welding fittings in sizes 2-1/2" and larger. Provide companion flanges on welded piping at all valves, strainers, etc., and at connections to equipment. Fittings shall be designed for 150 psig. working pressure. Underground condenser water piping shall be plastic coated, equal to Republic X-Tru-Coat as specified for gas piping

OPTION: Contractor may use Type L hard drawn copper water tube and wrot copper fittings for piping below 2" in size in lieu of Schedule 40 specified above. **ProPress or similar type fittings are not allowed. All 90° and 45° elbows and fittings shall be full radius, long sweep, with radius 1.5 times the pipe diameter. All offsets of**

water piping shall be made with 45° fittings in lieu of 90° fittings wherever possible. Copper shall be manufactured to meet the requirements of ANSI/ASME B16. Refer to Refrigerant Piping specification in this Section for specific copper piping requirements.

- 4.3. **Screw Joints:** Properly cut tapered threads and make perfectly tight with a stiff mixture of graphite and oil, brush applied to male threads only.
- 4.4. **Flanged Joints:** Faced true, packed, and made up perfectly square and tight. Gaskets shall be asbestos free sheet packing 1/16" thick or U. S. Rubber No. 4899 in cut shapes (No. 899 in sheets). Material to be same as pipe. Flanges at valves and equipment connections shall have the same rating as valve and equipment.
- 4.5. **Welded Joints:** Piping shall be fusion welded in accordance with qualified procedures using performance-qualified welders and welding operators. Procedures and welders shall be qualified in accordance with ASME BPVC SEC IX. Welding procedures qualified by others, and welders and welding operators qualified by another employer, may be accepted as permitted by ASME B31.1. Fusion weld in accordance with the recommendations of American Welding Society (AWS) and in accordance with the welding procedure of the Heating, Piping and Air Conditioning Contractors' National Association and conforming to the requirements of the ASME Power Boiler Code, ASA Piping Code and ANSI B31.1 for shop and job site welding of piping work.

Before welding, surfaces shall be thoroughly cleaned. The piping shall be carefully aligned. No weld metal shall project inside the pipe. Make welded joints on the piping system with continuous welds, without backing rings and with pipe ends beveled before welding. Make changes in direction and intersections of lines with welding fittings. Mitering of pipe to form elbows, notching straight runs to form tees, or any similar methods are forbidden. Gas cuts shall be true and free from burned metal.

Welders or welding operators shall affix AWS Certificate number and identification adjacent to each weld made. **Welders shall be AWS certified. Welders shall submit their current AWS certificate during the submittal phase of the project.**

- 4.6. **Copper Joints:** Make assemblies with tin-antimony (95-5) solder and non-corrosive flux (this does not apply to refrigerant piping). Clean and polish the tube and the inside of the fittings, using No. 60 steel wool. Apply flux and place fitting on the tube. Heat joint evenly but take care not to overheat fitting. Apply solder until a solder line shows completely around the joint. Remove surplus solder and allow joint to cool. **ProPress or similar type fittings/joints are not allowed.**
- 4.7. **Escutcheons:** Where pipes pass through cabinets, walls and ceilings of finished rooms provide one-piece, cast-brass type with polished, chrome-plated finish and setscrew fastener or stainless steel type securely fastened in place. Pack penetrations with mineral wool insulation, seal with firestopping compound and install escutcheons to prevent passage of fire, smoke and vermin. Do not use split ring type escutcheons.
- 4.8. **Unions:** Provide adjacent to all valves (one side) and mechanical equipment. Provide companion flanges on all flanged valves, pumps, and other mechanical equipment. Unions shall be of the following types:

Black Steel Lines: 2" and under - 150-pound ground joint malleable. 2-1/2" and over - 150 pound flange and gasket type, malleable.

Copper Lines: Ground joint, copper to copper.

Schedule 80 PVC: Solid wall PVC schedule 80 DWV pipe and fittings as specified hereinbefore.

Dielectric Unions: Provide where copper pipe joins to steel pipe, EPCO or approved equivalent. Contractor shall provide a globe valve on each side of each dielectric union to allow for replacement of the union.

Gaskets for flanged joints: Best grade compressed material approved for the temperature and pressure of the system.

- 4.9. **Expansion:** Provide for expansion and contraction of all piping and make proper provisions so that there shall be no undue strain on any pipe or equipment.
- 4.10. **Sleeves:** Refer to Section 15010, Pipe Sleeves.

PART 5. PIPING SPECIALTIES

- 5.1. **General:** All valves, temperature wells, pressure wells and similar items in insulated piping shall be provided with extended stems, operators, etc. as required to provide a minimum of 1" of clearance between the outside of the insulation jacket and the valve handle, well nipples, etc. Seal the opening where the stem penetrates the insulation as required to maintain the insulation.
- 5.2. **Air Vent Valves:** Provide as shown and at high points whether indicated or not, to assure adequate air elimination and prevention of air pockets. To be Armstrong #1-AV, each complete with two test cocks (one for optional vent and one for automatic outlet). Connect both outlets to copper tubing and extend to floor drain or exterior. Equal products by Bell & Gossett or Dole will be accepted.
- 5.3. **Safety Relief Valves:** ASME approved, Bell & Gossett, Foster or Spence. Size for full system capacity. Provide full size discharge line to outside or floor drain as required by applicable codes.
- 5.4. **Strainers:** Basket or wye type strainers designed for 150 psig WP shall be of the same size as the pipeline in which they are installed. Strainer bodies shall be heavy and durable of best quality gray cast iron. Bottoms to be drilled and plugged, except that pipe nipples and drain valves shall be furnished and installed on all strainers over 3/4" in size. Each strainer shall be equipped with an easy to remove cover and sediment basket. Basket shall be of 22-gauge sheet brass, having perforations to provide a net free area through the basket of at least 4 times that of the entering pipe. The flow shall be into the basket and out through the perforations. Furnish and install strainers of the approved type on the suction of each pump as shown on the drawings. These strainers shall have baskets of not smaller than 40 mesh, selected for 100% of pump capacity.
- 5.5. **Outdoor Thermometers:** Industrial glass thermometer, variable angle, 9" scale, aluminum case with blue liquid filled tube, separable socket and stem as required to completely clear insulation thickness, and accuracy within 1% of scale range. Thermometer shall be Weiss A9VU6 or approved equivalent by Trerice, Weksler, March or Maxwell Moore will be accepted. Stem height shall be as required to clear insulation thickness. Weiss is the basis of design.
- 5.6. **Pressure Gauges:** Bourdon tube type, manufactured by Trerice, No. 600, each complete with cast aluminum case, #870 vibration or pulsation snubber No. 735 needle valve and #885 pigtail. Gauge dials shall be not less than 4-1/2" and cases

shall be of aluminum alloy. Furnish with suitable pressure ranges for each application. When installed in pipe smaller than 1-1/2" enlarge to 2". Equal products by Weskler, Marsh or Trerice will be accepted.

5.7. Circuit Sensor Flow Meters and Setters: Provide where indicated on plans manual Venturi flow balancing meters and combination flow measuring and balancing type instruments manufactured by Flow Design, Inc., or approved equivalent.

All devices shall have a Venturi section and a throttling valve with a memory stop on the downstream side of the Venturi.

The ball valve (sizes 1/2" – 2") shall have a brass or bronze body, blowout-proof stem, virgin Teflon seats, brass stem, stem seals and a steel handle.

All butterfly valves 2" to 14" shall be cast iron full-lug type, with EPDM seat, 41655 stem, bronze sleeve bearing and an aluminum/bronze disk.

All valves 1/2" to 2" shall be factory leak tested at 100-psi air under water.

Devices with sweat/brazed/welded or NPT connections 1/2" – 2": 400 PSIG at 250°F.

Devices with flanged connections 2" –14": 240 PSIG at 250°F.

Provide one portable Meter Set with a dial pointer indicator. Meter Set shall be supplied complete with a master chart for direct conversion of meter readings to GPM, rust proof carrying case, two ten foot rubber test hoses with brass valves for quick connections to setters. Meter shall become property of the Owner.

5.8. Pressure and Temperature Test Stations (Pete's Plug): Where indicated on the drawings, provide 3" long, 1/4" NPT "Pete's Plug" fitting to receive temperature and pressure probes. Station shall be solid brass with two self-closing valve cores of Nordel with a maximum 275°F temperature rating and 500 PSI pressure rating. Plug shall be fitted with a color-coded cap strap with gasket, cap retaining strap and shall be rated at 1,000 PSI at 140°F. Provide 1500 XL Pete's plug temperature and pressure test kit. Kit shall be turned over to the Owner with closeout documents. The Contractor to receive written acknowledgement from the Contractor that the kit was received. Plugs shall be 110XL Pete's Plug II and manufactured by IMAC Systems or equivalent by Honeywell or B&G.

5.9. Valves - General: Provide where shown and/or specified. All valves shall be the product of one American Manufacturer and shall meet the Buy American Act 41, USC 10a-10d as specified hereinbefore. Arrange and install valves to be readily accessible for servicing. Where piping is insulated, provide thermal insulating T-handles with preformed holes for identification tags. All handles shall comply with UL 2043 and shall be UL listed for installation in air-handling spaces (return air plenums). Coordinate handle height requirement with specified insulation thickness. Provide height as required to clear insulation and operate without damage to piping insulation. Install with stems or spindles above the horizontal. All valve parts shall have physical properties of ASTM Specification B-62, B-61 and A-126 Grade B as applicable to the pressure specified. Design, workmanship, materials and testing shall conform to MSS SP-80. All valves shall be by Nibco, Jomar, Watts, Apollo, Kitz, Hammond/Milwaukee, Matco-Norca or Mueller. Nibco and Jomar are the basis of design.

5.10. Butterfly Valves: Provide for chilled water and condenser water piping over 3". Valves shall be double offset, 250-psig WP lug type designed for installation between the faces of 150# ASA150 flanges. Valves shall have ductile iron bodies, aluminum bronze or stainless-steel discs, and 416 stainless steel stems, EPDM seats and stem seals designed for 225° F. working temperature. Provide with extension necks extending at least 2" beyond OD of flanges, lever handles with infinite throttling and memory stops for valves 8" and smaller, worm and pinion operators with lever crank for valves 10" and larger.

5.11. Globe Valves 2" and Smaller: NIBCO T-275-Y or Jomar Terminator G, bronze, Class 200 WSP, with replaceable glass-filled Teflon disc, threaded ends.

5.12. Globe valves 2-1/2" and Larger: NIBCO F-738-31 or Jomar Terminator G Flanged, Class 150 lb. WSP, Ductile, OS&Y, flanged.

5.13. Square Head Cocks: 2" and smaller shall be Rockwell Series 42 semi-steel 175 lb. WOG, screwed. Cocks 2-1/2" and larger shall be Rockwell Series 143 semi-steel 175 lb. WOG, flanged. For sizes over 4" provide an enclosed worm gear operator with extensions to outside insulation and position indicator.

5.14. Combination Balancing and Shut-off Valves: Shall be equal to Armstrong CBV or Jomar Terminator G with "Memory" balance point.

5.15. Check Valves 2" and Smaller: NIBCO T-473-B 200 lb. WSP, bronze swing check valve. Use silent type in vertical locations. Check valves at pumps shall be of the non-slam spring loaded type.

5.16. Check Valves 2-1/2" and Larger: NIBCO F-938-31U, Class 150 lb. WSP, Ductile Iron, flanged. Check valves at pumps shall be of the non-slam spring loaded type.

5.17. Ball Valves for Water Piping in Sizes 1/2" through 3": NIBCO T- or S-585, Jomar T-or-S 100, Apollo series 82-100/200 or Jomar S/T-600-4B with 2-1/4" extended stems, bronze or heat treated CW511L brass body, ASTM B-21 Alloy C hard brass ball, PTFE seals and lever type operating handle. Ball valves shall be full-bore type.

5.18. Control Valves: Specified under Controls.

5.19. Acceptable Manufacturers: Nibco, Jomar, Watts, Apollo, Kitz, Hammond/Milwaukee, Matco-Norca or Mueller. Specifically called out Manufacturers are the basis of design for the specific valve specified.

PART 6. PIPE HANGERS AND SUPPORTS

6.1. General: Refer to Section 15010 for sleeve/firestopping requirements. **This pipe hanger and support section does not apply to refrigerant piping.** Refer to Part Pipe and Miscellaneous Insulation Work below for refrigerant piping support requirements.

6.2. Painting of Hangers and Supports: Galvanized, zinc similar coated items are considered to NOT be coated. All shall be painted, powder coated, or plastic coated. Hanger rods and associated bolts, nor clamps on Unistrut assemblies are required to be painted. All non-galvanized and galvanized ferrous metal parts of hangers, piping and related items in mechanical rooms, crawl space, above ceilings, Unistrut and other assemblies used for supporting ducts (except hanger straps and threaded rods),

including black steel pipe, uncoated cast iron pipe, hangers, brackets, etc. shall be coated.

All finishes and coatings shall have a fire hazard rating not to exceed 25 for flame spread and 50 for fuel contributed and smoke developed as determined by ASTM E84. Also, see specification section, "Identification" for additional requirements. Refer to Section 15010 for additional requirements.

PART 7. PIPE INSULATION AND MISCELLANEOUS INSULATION WORK

7.1. **General Provisions:** All work by experienced applicators in accordance with Manufacturer's recommendations and these specifications. Where the specified installation conflicts with the Manufacturers recommendations, the strictest application shall be provided.

Piping must be clean, dry and pressure tested before covering is applied. Size pipe hangers to fit over insulated pipe size. **Hangers and supports shall not be in contact with bare pipe and shall not penetrate the vapor barrier.** See hangers and supports for requirements. Cover fittings, valves and flanges with insulation material as hereinafter specified to same thickness as adjacent pipe covering except screwed unions in hot and chilled piping and other specifically mentioned items. Neatly bevel covering edges or use prefabricated fittings as specified, adjacent to unions and other points of termination.

All insulation materials including coatings and mastics shall have a composite rating for insulation, jacket or facing, including adhesives, not to exceed 25 flame spread and 50 for fuel contributed and smoke developed as determined by ASTM E-84, NFPA 255 and UL 723.

All piping shall be provided with sleeves/firestopping assemblies. Refer to Section 15010 for sleeve and firestopping requirements.

7.2. **All Chilled Water Water Piping:** Prior to insulating, provide electric pipeline heating cable for all piping, fittings, valves, flanges, etc., which are exposed to the elements, including piping located in a crawl space. Provide an aluminum jacket, after installing electric pipeline cable and insulation as specified below.

Insulate all flanges, valves, and fittings, etc. with factory fabricated Foamglas fitting covers of a thickness equal to that of insulation on adjoining pipe and securely fasten in place. Apply mastic on the pipe. Butt the adjoining sections firmly together with mastic at ends and seal the longitudinal flap of the jacket with white vapor barrier cement, Foster 81-99 adhesive. Seal end joints with factory furnished 3-inch wide vapor barrier strips of same material as jacket, applied with lap cement. Apply aluminum bands and vapor barrier strips over edges of joint sealer strips and at center of each section of insulation. Seal insulation on flanges, valves and fittings with Foster 30-35, then finish the entire surface by application of vinyl acrylic jacket applied and sized with Foster 30-35 mastic.

Insulation shall be Pittsburgh Corning Foamglas One rigid insulation with factory applied vapor barrier ASJ facing. The entire assembly shall comply with ASTM C552, ASTM C 1639 and UL 1709.

Insulation thickness shall be as follows:

Chilled Water and Condenser Water Pipe Sizes Less than 1-1/2" up to 3" - **2" thickness**

Chilled Water and Condenser Water Pipe sizes over 3"- **3" thickness**

7.3. **Chilled Water Piping Valves and Fittings Less Than 1-1/2" In Size:** Insulate with 2" thickness, UL fire and smoke rated, black, flexible foamed, elastomeric, closed cell pipe insulation by AP Armaflex or equivalent by K-Flex, Aeroflex or Aerocel AC EPDM. It shall be GreenGuard certified tubular insulation with Microban antimicrobial protection. Insulation shall have a 'k' factor of not more than 0.25 at 75°F mean temperature and a water vapor transmission rate of 0.05 perm-inches or less.

Slip insulation onto pipe prior to erecting. **Longitudinal cutting of the insulation is prohibited. Do not stretch or bend insulation.** Insulate with miter-cut pieces of insulation as recommended in AP Armaflex installation instructions or factory fabricated, made to order prefabricated fittings for tees, elbows, unions, sweat/brazed/welded fittings, etc. the same size as on adjacent piping and manufactured by AP Armaflex, Aeroflex Aerofit, K-Flex or Aerocell.

On piping with screwed fittings, make up fitting covers from Armaflex with an inside diameter large enough to overlap the insulation on the pipe next to the fitting. Fitting cover shall be long enough to overlap the pipe insulation by a minimum of one inch on each side. Glue the 1" overlap and seal to the adjacent pipe insulation with same liquid adhesive and tape specified hereinbefore. Seal all butt joints with AP Armaflex BLV, Black, low VOC, air-drying liquid contact adhesive. Do not use aerosol adhesive. After gluing joints, wrap joint with 2" wide, 1/8" thick AP Armaflex self-adhering tape.

7.4. **Chilled Water Piping Aluminum Jacket:** All piping insulation exposed to the elements and all piping located in crawl space shall be covered with a preformed, 18 ga., .04" thick, **smooth finish**, 3003 and 3105 series aluminum conforming to ASTM B-209 standards. Fittings shall be 18 ga., .04" thick, die shaped, and **smooth finish**, Type 1100 aluminum jacket meeting ASTM C585. Provide 1/2" wide, 18 ga., .04" thick, Type 3003 aluminum bands on maximum 24" centers but not less than two bands per jacket section. Locate longitudinal lap of aluminum jacket on bottom for all horizontal piping. Seal jacket lap on bottom and make watertight with silicone caulk. The aluminum jacket shall extend and terminate a minimum of 24" inside the respective indoor space. Seal the penetration weather tight. **Venture Clad or similar product is prohibited.**

7.5. **Chilled Water Expansion Tanks, Air Eliminators, Pumps and Casings and Water Chiller Evaporator and Related Auxiliaries:** Insulate with nominal 2" thick Armstrong Armaflex sheet insulation with joints sealed with adhesive as recommended by the insulation Manufacturer. Do not cover ASME Stamps or Equipment Nameplates.

7.6. **Painting and Identifying:** Paint and identify after installation is completed as specified in Section 15010, Part Identification. Where piping is specified with an aluminum jacket, painting is not required.

Provide identification on the insulation covering indicating unions, strainers and check valves. Refer to Section 15010, Identification and note special refrigerant piping identification requirements. **Custom factory fabricated refrigerant piping labels are required. Stick-on, painted, stenciled or hand written type identification is not allowed.**

The Contractor is urged to carefully review the extensive requirements of Paragraph "Identification" in Section 15010 of the specifications and note that certain identification is required to be completed before certain site visits.

- 7.7. **Submittal Data:** Submit for review complete data on materials and application methods proposed.
- 7.8. **Manufacturers:** Approved equivalents by Pittsburgh Corning, CertainTeed, Baldwin-Ehret-Hill, Manville, Owens Corning, Armstrong Childers and 3M Company will be accepted.

PART 8. PACKAGED OUTDOOR AIR-COOLED WATER CHILLERS (CH-1)

- 8.1. **General:** The contractor shall furnish and install air-cooled water chiller with screw compressors as shown and scheduled on the contract documents. The chillers shall be installed in accordance with this specification and perform at the specified conditions as scheduled. Chillers shall be in compliance/rated, as applicable with AHRI 550/590 - Standard for Water Chilling Packages using the Vapor Compression Cycle, AHRI 370 - Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment, ASHRAE 15 - Safety Code for Mechanical Refrigeration, ASHRAE 90.1 - Energy Efficient Design of New Buildings, ASME - Boiler and Pressure Vessel Code SEC VIII, Division 1, UL 1995 - Central Cooling Air Conditioners, ASTM B117 - Standard Method of Salt Spray (Fog) Testing, ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products, ASTM A525 - Zinc (Hot-Dip Galvanized) Coatings on Sheet Steel Products, ASTM D1654 - Evaluation of Painted or Coated Specimens, Subjected to Corrosive Environments, ANSI/AFBMA 9-1978 - Load Ratings and Fatigue Life for Ball Bearings, ISO 9001 and California Administrative Code - Title 24. All proposals for chiller performance must include an AHRI approved selection method. Verification of date and version of computer program selection or catalog is available through AHRI. Units shall be factory leak and pressure tested at 385 psig high side, 220 psig low side, then evacuated and charged. Standard power connections include main three phase power to the compressors, condenser fans and control power transformer. Provide a powered convenience outlet. A separate field supplied low voltage power source shall be provided to power the evaporator freeze protection. Coordinate power requirement with Electrical Contractor prior to bid and provide as required. Unit panels, structural elements and control boxes shall be constructed of galvanized steel and mounted on a bolted galvanized steel base. Unit panels, control boxes and the structural base shall be finished with a baked-on powder paint. Anytime water only is present in the evaporator, the Trane Symbio™ 800 controller shall have flow control of the chilled water system. Flow control shall be accomplished either directly or through an input to a building automation system to conduct an action resulting in minimum flow through the chiller evaporator barrel to avoid potentially catastrophic damage to the evaporator due to freezing. If the system is specified to be provided with 20% by weight propylene glycol to protect down to the lowest expected ambient. Ethylene glycol is not allowed. Chiller shall comply with ASME Pressure Vessel Code Section VIII. ASME nameplates shall be attached to applicable pressure vessels including oil separators. Chillers shall be Trane Series Ascend. Equivalents by Daikin or York shall be considered if they can be demonstrated as equal in every way prior to bid.
- 8.2. **Compressors:** Construct chiller using semi-hermetic, variable speed drive, helical rotary screw compressor per circuit. Provide compressor motor that is suction gas cooled with robust construction and system design protection. Provide oil lubrication system with oil charging valve and oil filter to ensure adequate lubrication during

starting, stopping, and normal operation. Provide compressor heater to evaporate refrigerant returning to compressor during shut down. Energize heater when compressor is not operating. Provide compressor with automatic capacity reduction equipment consisting of capacity control via variable speed drive and/or slide valve. Compressor must start unloaded for soft start on motors. Chiller shall be capable of operation down to 25% load without hot gas bypass.

8.3. Evaporator: The evaporator shall be designed, tested, and stamped in accordance with ASME code for a refrigerant side working pressure of 200 psig. Waterside working pressure shall be 150 psig. Insulate the evaporator with a minimum of 2-inch UV rated insulation. Insulation shall be field installed as specified elsewhere in this specification. Evaporator heaters shall be factory installed and shall protect chiller down to -20°F. Contractor shall wire separate power to energize heat tape and protect evaporator while chiller is disconnected from the main power. Provide shell and tube type evaporator, seamless or welded steel construction with cast iron or fabricated steel heads, seamless internally and externally finned copper tubes, roller expanded into tube sheets. Provide ability to remove evaporator tubes from the heat exchanger. Evaporator shall have cleanable tubes. Provide water drain connection, vent and fittings and factory installed leaving water temperature control and low temperature cutout sensors. Water connections shall be grooved pipe. Proof of flow shall be provided by the equipment manufacturer, mechanically installed, and electrically wired, at the factory of origin.

8.4. Condenser Fans: Low sound fans shall be balanced and direct driven. All condenser fan TEAO motors have permanently lubricated ball bearings and external overload protection. Each condenser fan shall have an integrated drive to provide variable speed for optimized efficiency and lower part load sound.

8.5. Condenser: Air-cooled condenser coils shall have aluminum fins mechanically bonded to internally finned aluminum tubing. The tubing shall be a long life alloy designed to deliver corrosion performance that meets or exceeds microchannel coils. The condenser coil shall have an integral subcooling circuit. Condensers shall be factory proof tested at 525 psig and leak tested with helium in a mass spectrometer chamber at 150 psig. All tube connections are mechanical except the brazed copper to aluminum inlet and outlet connections.

8.6. Chiller Mounted Adaptive Frequency Drive (AFD): The water chiller shall be furnished with a fluid cooled Adaptive Frequency Drive (AFD). The AFD efficiency shall be 97% or better at full speed and full load. Fundamental displacement power factor shall be a minimum of 0.96 at all loads for AFD. All other starters shall have a minimum displacement power factor of 0.85. Power semi-conductor and capacitor cooling shall be from a liquid or air cooled heatsink. Unit shall have a single point power connection. A molded case standard interrupting capacity circuit breaker shall be factory pre-wired with terminal block power connections and equipped with a lockable external operator handle, making it available to disconnect the chiller from main power. A control power transformer shall be factory-installed and factory-wired to provide unit control power. Unit wiring shall run in liquid-tight conduit. High short circuit current rating (SCCR) of 10kA. Under Over voltage protection provided at the unit level. Customer wired 15 amp; 115-volt GFCI convenience outlet shall be factory mounted on the exterior of the control panel.

8.7. Compressor and Lube Oil System: The rotary screw compressor shall be semi-hermetic, direct drive with capacity control via an adaptive frequency drive, rolling element bearings, differential refrigerant pressure oil pump and oil heater. The motor shall be suction gas cooled, hermetically sealed, permanent magnet motor. An oil separator shall be separate from the compressor. Oil filtration shall be provided

internal to the compressor. Check valves in the compressor discharge and lube oil system shall also be provided.

8.8. **Refrigerant Circuit:** Each unit shall two refrigerant circuits, with one or two rotary screw compressor per circuit. Each refrigerant circuit shall include liquid line shutoff valve, suction service valve, discharge service valve, filter (replaceable core type), liquid line sight glass, electronic expansion valve sized for maximum operating pressure, charging valve, discharge and oil line check valves, high side pressure relief valve, integrated oil loss sensor, fully modulating compressors and electronic expansion valves shall provide variable capacity modulation over the entire operating range.

8.9. **Refrigerant Service Valves:** All outdoor units containing refrigerant shall be provided with color coated, all brass, and locking type tamper resistant caps. The locking caps shall be color coded for the refrigerant used. Caps shall be Novent Series 8668 for R-410 refrigerant with 86698 NV Multikey unlocking mechanism for R-410 refrigerant or equivalent by JB Industries Series Shield and DiversiTech Series Sentry. Provide owner with minimum of six (6) spare keys.

8.10. **Unit Controls:** A color, touch sensitive liquid crystal display (LCD) shall be unit mounted and a minimum of 7" diagonal. Graphical Icons provide links to sub menus on the subsystems operations. Display shall consist of a menu driven interface with easy touch screen navigation to organized sub-system reports for compressor, evaporator, and motor information as well as associated diagnostics. The chiller control panel shall provide password protection of all setpoints. The controller shall have the ability to display all primary sub-system operational parameters on dedicated trending graphs. The operator shall be able to create up to 6 additional custom trend graphs, choosing up to 10 unique parameters for each graph to trend log data parameters simultaneously over an adjustable period and frequency polling. Chilled water temperature control shall be microprocessor-based, proportional and integral controller to show water and refrigerant temperature, refrigerant pressure, and diagnostics. This microprocessor-based controller is to be supplied with each chiller by the chiller manufacturer. The front of the chiller control panel shall display the following in clear language, without the use of codes, look-up tables, or gauges: Run time, Number of starts, current chiller operating mode, chilled water set point and set point source, electrical current limit set point and set point source, entering and leaving evaporator water temperatures, saturated evaporator and condenser refrigerant temperatures, evaporator and condenser refrigerant pressure, oil tank pressure, intermediate oil pressure in the compressor, compressor motor current per phase, compressor motor percent RLA, compressor motor voltage per phase, phase reversal/unbalance/single phasing and over/under voltage protection, low chilled water temperature protection, high and low refrigerant pressure protection, load limit functions (both current based or pulldown rate based) to limit compressor loading on high return water temperature, condenser fan sequencing to automatically cycle fans in response to load, expansion valve pressure, condenser pressure, and differential pressure to optimize chiller efficiency, display diagnostics, oil pressure control based off of maintaining system differential pressure, compressors status (on/off), %RLA, anti-short cycle timer, and automatic compressor lead-lag and oil loss indication.

Weatherproof control panel shall be mounted on chiller, containing starters, power and control wiring, factory wired with terminal block power connection. Provide primary and secondary fused control power transformer. The chiller controller shall utilize a microprocessor that will automatically take action to prevent chiller shutdown due to abnormal operating conditions associated with evaporator refrigerant temperature, high condensing pressure and motor current overload.

Provide the following safety controls with indicating lights or diagnostic readouts.

1. Low chilled water temperature protection.
2. High refrigerant pressure.
3. Low oil flow protection.
4. Loss of Oil diagnostic
5. Loss of chilled water flow.
6. Contact for remote emergency shutdown.
7. Motor current overload.
8. Phase reversal/unbalance/single phasing.
9. Over/under voltage.
10. Failure of water temperature sensor used by controller.
11. Compressor status (on or off).

Provide user interface on the front of the panel. If display is on the inside of the panel, then a control display access door shall be provided to allow access to the display without removal of panels. Provide user interface with a minimum of the following features:

1. Leaving chilled water setpoint adjustment from touch panel input
2. Entering and leaving chilled water temperature output
3. Percent RLA output for each compressor
4. Pressure output of condenser
5. Pressure output of evaporator
6. Ambient temperature output
7. Voltage output
8. Current limit setpoint adjustment from LCD input.

The chiller control panel shall provide leaving chilled water temperature reset based upon return water temperature.

8.11. Flow Switch: Factory installed evaporator water flow switch shall be provided with the control logic to turn the chilled water flow on and off as the chiller requires for operation and protection.

8.12. Architectural Louvered Panels: Louvered panels cover the complete condensing coil and service area beneath the condenser.

8.13. Low Noise Fan and Chiller Operation: Manufacturer must provide both sound power and sound pressure data in decibels, per AHRI 370. A-weighted sound pressure at 30 feet should be provided at 100%, 75%, 50% and 25% load points to identify the full operational noise envelope. If manufacturer cannot meet the noise levels, sound attenuation devices and/or barrier walls must be installed to meet this performance level. Chiller shall ship with a muffler on each rotary screw compressor and exceptionally low noise condenser fans to meet the scheduled sound levels. If chiller does not meet sound levels, chiller manufacturer shall provide additional attenuation features.

8.14. Start-Up Service: This subcontractor shall arrange for and bear all expenses for the services of a factory trained technician (not a sales representative) provided by the manufacturer to check charge of the systems and to start and test run the equipment for three (3) days when the installation work has been completed. Furnish complete test report indicating temperature, pressure drop, pressures, amp readings and other data required to substantiate unit performance.

8.15. Phase Protection: All equipment shall also be provided with surge protection and phase protection to insure against voltage unbalance, over/under voltage, phase loss, reversal, incorrect sequencing, and rapid short cycling.

8.16. Warranty: General warranties are specified in Section "General Mechanical Provisions". The Contractor and equipment Manufacturer shall provide a non-prorated, total of five years, warranty on the air-cooled chiller compressor(s). The manufacturer's warranty shall provide for the repair and/or replacement of the chiller compressor(s) that become inoperative because of defects in material or workmanship. The Contractor is responsible for any parts and labor not provided by the equipment Manufacturer. The warranty shall include refrigerant and all other costs associated with the compressor(s) shipment to the Contractor or Facility, compressor(s) replacement, installation and returning the chiller to its proper operating condition.

The Contractor shall respond within 24 hours upon notification that a chiller compressor has failed under the terms of the warranty. "Respond" shall mean having a Manufacturer certified technician onsite to evaluate the extent of the needed repairs and ordering of all items required for repair. Shipping of the replacement compressor shall be via maximum of 2-day delivery of the compressor(s) if the unit is inoperable or cannot maintain a minimum chilled water supply temperature of 50°F to the affected facility.

The warranty period shall begin on the same date as substantial completion of the installation, as determined by the Architect, and shall continue for the full product warranty period specified above.

PART 9. BASE MOUNTED PUMPS

9.1. Type: Single stage, end suction, fitted cast iron case, flexibly coupled to drip proof motors with coupling and bearing stand arranged to permit removing impeller without dismantling piping. The pump shall be provided with an ANSI B15.1, Section 8 and OSHA 1910.219 compliant coupling guard. Pump working pressure shall be 175 psig minimum.

9.2. Impeller: Cast bronze enclosed type, dynamically balanced keyed to the shaft and secured with a locknut. Diameter not to exceed 85% of the volute tongue diameter.

9.3. Shaft: Stainless steel or hi-tensile carbon steel with aluminum bronze shaft sleeve, replaceable type.

9.4. Bearings: Regreasable ball bearings equivalent to motor bearing standards for quiet operations.

9.5. Seal: Standard single mechanical seal with carbon seal ring, ceramic seat and buna-n-bellows. Suitable for -40°F to 225°F and 175 psig working pressure. Provide two extra seals for each pump and turn over to Owner at project closeout. Provide written acknowledgement from Owner as to receipt of seals.

9.6. Suction Diffuser: Provide full size pump inlet cast iron suction diffuser for each end suction pump. Remove strainer prior to testing pump.

9.7. Coupling: Shall consist of two cast iron flanges with a EPDM or neoprene flexible sleeve capable of absorbing vibration and misalignment with OSHA approved coupling guard.

9.8. Drip Pan: Furnish a 16 gauge galvanized steel drip pan under all pumps. Paint to match pump and pipe to nearest floor drains.

9.9. Motor: Shall be TEC, 1750 RPM with regreasable ball bearings. The current characteristics shall be as shown on the drawings. The horsepower of the motor shall be such size as to insure non-over-loading of the motor throughout the capacity range of the pump. All motors shall be provided with surge protection and phase protection to insure against voltage unbalance, over/under voltage, phase loss, reversal, incorrect sequencing and rapid short cycling. Refer to Para. Motors.

9.10. Installation: Replace existing, choose size to fit in existing location. Construct base and install as shown by the detail on the drawings. The pump base shall be grouted to the concrete base.

9.11. Acceptable Manufacturers: Taco, Bell and Gossett or Armstrong.

PART 10. AUTOMATIC CONTROLS

10.1. General: Furnish and install a complete system of automatic temperature controls, as specified herein, as shown on the Drawings and as required for a complete installation. All temperature control equipment shall be of the electric type. Integrate chiller controls into existing Trane "Synchrony" BMS system. All control points shall be available for monitoring and adjusting from central computer. JACE panels are not acceptable.

10.2. Submittals: The temperature control contractor shall submit a complete set of temperature control diagrams with written "sequence of operation" and factory-printed specification data sheets covering each control device proposed to be used for Engineer's review prior to installation of any equipment or part of system. Submittal data shall include a schedule of all devices to be installed.

10.3. Installation: By trained and experienced mechanics. All work shall be done by an approved, independent HVAC Controls Contractor whose primary business is the installation and servicing of HVAC controls systems. The HVAC Controls Sub-Contractor shall have an adequate service facility to provide complete service and maintenance of the facility within 100 miles of the installation.

10.4. Identification: Provide permanent nameplates for all control components and for all motor starters. Nameplates shall be engraved laminated plastic with letters sufficiently large to be legible under normal operating conditions. Refer to Section 15010, Identification for additional requirements, nameplate materials, etc.

10.5. Conduit, Controls Wiring and Instrumentation Cable: The HVAC Controls Contractor shall be responsible for the furnishing and installation of a complete and functional system as specified, shown on the plans and as required to accomplish the specified sequences of operation.

All HVAC control cabling and wiring shall be in EMT conduit (no "whips") or on J-hooks. Above accessible lay-in ceilings, control wiring shall be installed on J-Hook assemblies. Above all hard, inaccessible ceilings, in all mechanical rooms and in areas with exposed structure (no ceilings), controls wiring shall be in conduit. Do not attach any wiring, cabling or conduits to refrigerant piping.

Do not route control wiring through sleeves containing piping. Do not route control wiring through sleeves containing piping. **All control wiring penetrating any exterior wall, interior partition, floor, and similar construction shall be in EMT conduit. Through the base control wiring/conduit is not allowed.** EMT control conduit shall be as specified in the Electrical Division of the specifications and/or as

shown on electrical drawings. Minimum HVAC Controls conduit size shall be 3/4" in size. All control conduit, power, relays, contactors, transformers, wiring, etc., required for a complete functional system as specified, shown on the plans, or as required to accomplish the specified sequences of operation, which is not shown or specified by the Electrical Division, shall be furnished and installed by the HVAC Controls Contractor. This shall include all power, interlock control wiring between the various components of the heating, ventilating and air conditioning system, lighting interlocks and all smoke detection system electrical wiring.

Instrumentation cable shall be minimum AWG as specified or heavier AWG as recommended by the controls system Manufacturer.

All thermostat and humidistat boxes shall be mounted 46" A.F.F. to the center of the box (ADA height). Where wall mounted CO₂ Sensors are indicated, they shall be mounted 58" A.F.F to the center of the box.

- 10.6. **Miscellaneous Controls:** Provide all other miscellaneous controls, wiring, dampers, valves, etc., as required for a complete functional control system.
- 10.7. **Service and Guarantee:** After completion of the installation, adjust all control equipment and place the complete system in operation subject to the review of the Engineer. Guarantee the control system to be free of defects and adequate to provide required control functions for a period of one year after acceptance of project. Provide free service and maintenance during the guarantee period.

END OF SECTION