



LATHAN • McKEE
ARCHITECTS

Project Manual
Improvements
to
Daleville High School Classrooms
for the
Daleville City Schools
Daleville, Alabama
LATHAN MCKEE PROJECT NO. 25-325
April 10, 2026

Alabama Division of Construction Management No.

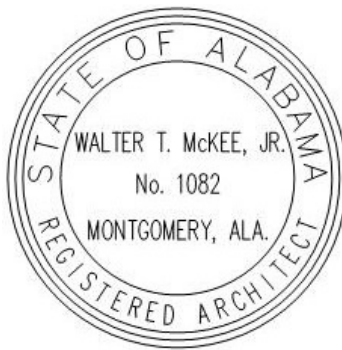


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IMPROVMENTS TO DALEVILLE HIGH SCHOOL CLASSROOMS FOR DALEVILLE CITY SCHOOLS DALEVILLE, ALABAMA

LATHAN MCKEE PROJECT NO.: 25-325

Requirements for Bidding: The Daleville City Schools shall accept proposals only from Contractors who have successfully completed at least 3 similar projects on time for satisfied State, County or City Governmental Agencies. The lowest bidding Contractor shall submit to the Architect within 24 hours after submitting their bid proposal a listing of projects, construction cost, Owner's address and telephone numbers.

Sealed proposals as described above shall be received by Mr. Joshua Robertson, Superintendent at Daleville City Schools, 626 North Daleville Avenue, Daleville, Alabama 36322, at **2:00 PM Central Time, Tuesday, May 12, 2026,** then opened publicly and read aloud.

All General Contractors bidding shall be required to visit the site and examine all existing conditions prior to submitting their proposal to be arranged by the contractor with the principal at the school.

The project shall be bid excluding taxes. Bids must be submitted on proposal form furnished by the Architect or copies thereof. No bid may be withdrawn after the scheduled closing for receipt of bids for a period of ninety (90) days.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 **Daleville City Schools** 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 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 @ 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 Section in the Project Manual.

Supervision: Contractor to ensure proper supervision of all work at each site.

Owner: Mr. Joshua Robertson, Superintendent, Daleville City Schools, 626 North Daleville Avenue, Daleville, Alabama 36322 | Phone 334-598-2456

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 is **\$100,000 or more**, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types of work stipulated in the bidder's license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

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

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

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

4. PREFERENCE to RESIDENT CONTRACTORS:

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

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS:

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

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

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

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

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

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

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

c. Bid Guaranty

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

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

(3) The amount of the cashier’s check or Bid Bond 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: Lathan Mckee, Architects
Jason Currie, Project Manager
jcurrie@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/ATTACHEMENTS: *(List specific documents researched when seeking the information requested.)*

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Drawing Sheet Number: _____ Title: _____
Plan: _____ Elevation: _____ Section: _____ Detail: _____

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

REQUEST FOR INFORMATION (RFI)
0000- 1

Other:

RECEIVERS REPLY:

Signed by: _____ Date: _____ Copies to: _____

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

REQUEST FOR INFORMATION (RFI)
0000- 2

LATHAN MCKEE PROJECT NO. 25-325

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: Lathan Mckee, Architects Substitution Request Number: _____
Jason Currie, Project Manager From: _____
jcurrie@lathanmckee.com Date: _____
Email

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.**

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:

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM
0000-2

LATHAN MCKEE PROJECT NO. 25-325

PROPOSAL FORM

To: _____ Date: _____
(Awarding Authority)

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

(Legal Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S ALABAMA LICENSE:

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

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

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

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

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

Telephone Number _____

Email Address _____

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

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

ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3: Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

SALES TAX ACCOUNTING

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

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ _____

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

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

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

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

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

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

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 or 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

Kayla Rawlinson

krawlinson@lathanmckee.com

Email

From: _____

Company

Name

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

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

SPECIAL INSTRUCTIONS TO BIDDERS (DCM)
PAGE-4

LATHAN MCKEE PROJECT NO. 25-325

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 or 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.

D. **Cost Submission Requirements:** As required by the Supplemental General Conditions, the Contractor must provide the **total cost** for each of the following divisions:

- Civil
- Plumbing
- Mechanical
- Electrical

Include the **Architectural Project Name and Number** and the requested costs in **one consolidated document**. Please submit all requested information promptly to avoid delays.

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 CAD FILES

A. McKee & Associates CAD Files shall not be provided. Should the contractor require CAD Files they are encouraged to seek online PDF to CAD File Conversion vendors and/or software.

1.11 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.

1.12 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

Kayla Rawlinson

krawlinsonk@lathanmckee.com

Email

From: _____
Company

Name

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

SPECIAL INSTRUCTIONS TO BIDDERS
0000-5

**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. 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). 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. 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 Comptroller'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. 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 <u>must</u> not precede the date of the bond.
ATTACHMENTS The following documents must be attached to the Construction Contract: - 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.

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

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

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

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

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

- (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.**

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<u>the Site of the Work</u> | 13. <u>Disqualification of Bidders</u> |
| 6. <u>Explanations and Interpretations</u> | 14. <u>Consideration of Bids</u> |
| 7. <u>Substitutions</u> | 15. <u>Determination of Low Bidder by</u>
<u>Use of Alternates</u> |
| 8. <u>Preparation and Delivery of Bids</u> | 16. <u>Unit Prices</u> |
| | 17. <u>Award of Contract</u> |

1. BID DOCUMENTS:

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

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

When the amount bid for a contract is **\$100,000 or more**, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types of work stipulated in the bidder's license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

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

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

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

4. PREFERENCE to RESIDENT CONTRACTORS:

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

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS:

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

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

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

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

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

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

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

c. Bid Guaranty

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

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

(3) The amount of the cashier’s check or Bid Bond 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.

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

(1) **PERFORMANCE BOND**

Do not staple this form; use clips.

SURETY'S BOND NUMBER

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$)).

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

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

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

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

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

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

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

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

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

By _____
Signature

Name and Title

Company Name

By _____
Signature

Name and Title

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

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

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

(1) **PAYMENT BOND**

SURETY'S BOND NUMBER

Do not staple this form; use clips.

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$)).

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

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

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

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

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

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

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

Company Name

By _____
Signature

By _____
Signature

Name and Title

Name and Title

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

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

GENERAL CONDITIONS of the CONTRACT

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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](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 1.A; Definition:

1. Add the following to Paragraph A:
 - a. This project is required to be submitted to the Alabama Division of Construction Management for COMPLIANCE REVIEW ONLY.

B. Refer to Article 1.B; 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: "**Daleville City Schools**". Unless otherwise stated, all papers required to be delivered to the Owner shall be forwarded through the Architect.

C. Refer to Article 1.C; Definition:

1. DELETE this Paragraph C, in its entirety. All reference to "Commission" in the General Conditions of the Contract are to be disregarded,

D. Refer to Article 1.H; Definition:

1. DELETE this Paragraph H, in its entirety. All reference to "DCM" in the General Conditions of the Contract are to be disregarded.

E. Refer to Article 1.I; Definition:

1. DELETE this Paragraph I, in its entirety. All reference to "DCM Project Inspector" in the General Conditions of the Contract are to be disregarded.

F. Refer to Article 1.K; Definition:

1. DELETE this Paragraph K, in its entirety. All reference to "Director" in the General Conditions of the Contract are to be disregarded.

G. 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.

H. 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.

I. 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.

J. 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: submittals@lathanmckee.com or through Submittal Exchange, if applicable.
 - 2) Submittals regarding mechanical, plumbing, electrical and structural items shall be sent directly to the Engineer of record (see cover sheet of the specification for address). A digital copy of the transmittal shall be sent to the Architect at the following email address: submittals@lathanmckee.com or through Submittal Exchange, if applicable.

K. 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.

L. Refer to Article 15:

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

M. Refer to Article 16, INSPECTION OF WORK:

1. Amend Paragraph "A", General; paragraph (3) as follows:
 - a. "The Architect will inspect the Work as a representative of the Owner."
2. DELETE Paragraph "D", INSPECTIONS BY THE DCM PROJECT INSPECTOR, in its entirety.

N. Refer to Article 24, RESOLUTION OF CLAIMS AND DISPUTES:

1. Amend Paragraph "C", GOOD FAITH EFFORT TO SETTLE as follows:
 - a. "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 E below."
2. DELETE Paragraph "D", FINAL RESOLUTION FOR STATE FUNDED CONTRACTS, in its entirety.
3. Amend Paragraph "E", FINAL RESOLUTION FOR LOCALLY FUNDED CONTRACTS as follows:
 - a. "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."

O. 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.

P. 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.
2. Amend paragraph (4) as follows:
 - a. "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 Architect/Owner will not sign the Certificate of Substantial Completion in the absence of the roofing guarantees."

Q. 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.

R. 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.

S. Refer to Article 38, Performance and Payment Bonds:

1. Add Subparagraph F - Cost Submission Requirements as follows:

F. Cost Submission Requirements

The Contractor must provide the **total cost** for each of the following divisions:

- Civil
- Plumbing
- Mechanical
- Electrical

Include the **Architectural Project Name and Number** and the requested costs in **one consolidated document**. Please submit all requested information promptly to avoid delays

T. 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

U. 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

OVER

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.



Kay Ivey
Governor

Bill Poole
Director of Finance

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

P.O. Box 301150, Montgomery, AL 36130-1150
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.



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

ST: EXC-01
11/23

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)

☐ Government Entity ☐ Statutorily Exempt Entity ☐ General Contractor ☐ Subcontractor

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

CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()
EMAIL ADDRESS	

PROJECT START DATE	PROJECT END DATE
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB? ☐ Yes ☐ No If yes, please attach list.	NAME OF PARTY TO THE CONTRACT
JOB DESCRIPTION	

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? ☐ Yes ☐ No		ESTIMATED POLLUTION CONTROL COST \$
TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT) \$	LABOR COST (APPLICANT'S PORTION OF PROJECT) \$	MATERIAL COST (APPLICANT'S PORTION OF PROJECT) \$

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

☐ GCL ☐ SBL ☐ Contract / NTP / LOI ☐ LOS ☐ 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 - 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. 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.

	20. <u>Pre-Construction Conference</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Major Subs - Fully-executed construction contract and Notice to Proceed - Verification of permit fee payment (Exception: fully locally-funded K-12 & public four-year University capital improvement, HVAC, or roof projects with 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.
	21. <u>Pre-Construction Conference for Storm Shelter</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Structural Engineer, Major Subs, Special Inspections Representative - The completed & signed DCM Form B-15: Owner's Statement of Responsibility for Tornado Storm Shelter (Hurricane Shelter Where Applicable) must be submitted to the DCM Inspector at Pre-Construction Conference. 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. Marking: The following function and performance characteristics shall be provided on the label for each impact protective system tested: - Manufacturer's identification reference or listing number for the assembly. - Type of impact-protective system, such as window assembly, door assembly shutter assembly or louver. - Hazard: hurricane, tornado, or both. - Missile weight and speed. - Design wind pressure. - Edition of ICC 500.
	22. <u>Pre-Roofing Conference</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Roofing Sub, Roofing Manufacturer's Representative - 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.

	23. <u>Above Ceiling Inspections</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, MEP Engineers, Major Subs • All work must be completed except for installation of ceiling tiles, and/or hard ceilings. • Space must be conditioned. • Permanent power must be connected unless otherwise arranged with the DCM Inspector. • Grease duct must be inspected and approved by the DCM Inspector prior to fire wrapping and above-ceiling inspection.
	24. <u>Life Safety Inspections and Final Inspection</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Engineers, Major Subs, Local Fire Marshal • Fire alarm certification • Kitchen hood fire suppression system certification • General contractor's 5-year roofing guarantee (DCM Form C-9) • Roofing manufacturer's warranty • Above ground and below ground sprinkler certifications • Completed certificate of structural engineer's observations (for storm shelter) • Emergency and exit lighting tests. • Fire alarm must be monitored. • Elevator inspection completed and certificate of operation provided by the State of Alabama Department of Labor • Boiler/vessels inspection completed, and certificate of operation provided by the State of Alabama Department of Labor • Pressure test/Flush test for underground sprinkler lines (witnessed by local fire marshal, fire chief and/or DCM Inspector) • Flush/pressure test for new and/or existing fire hydrants • Must have clear egress/access and emergency (for first responders) access to building • Must have ADA access completed. • Comply with ADA requirements: plumbing fixture heights, toilet partition widths, turnaround, signage, parking lot striping and signage, etc. • Emergency Responder Radio Coverage
	25. <u>Year-End Inspection</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Engineers and/or Major Subs may be required. • Owner's list of documented warranty items • Reconciliation of user fees with DCM shall be completed prior to inspection
	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
	29. Inspection report distribution – weekly per Owner-Architect Agreement. 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. 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.
	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.

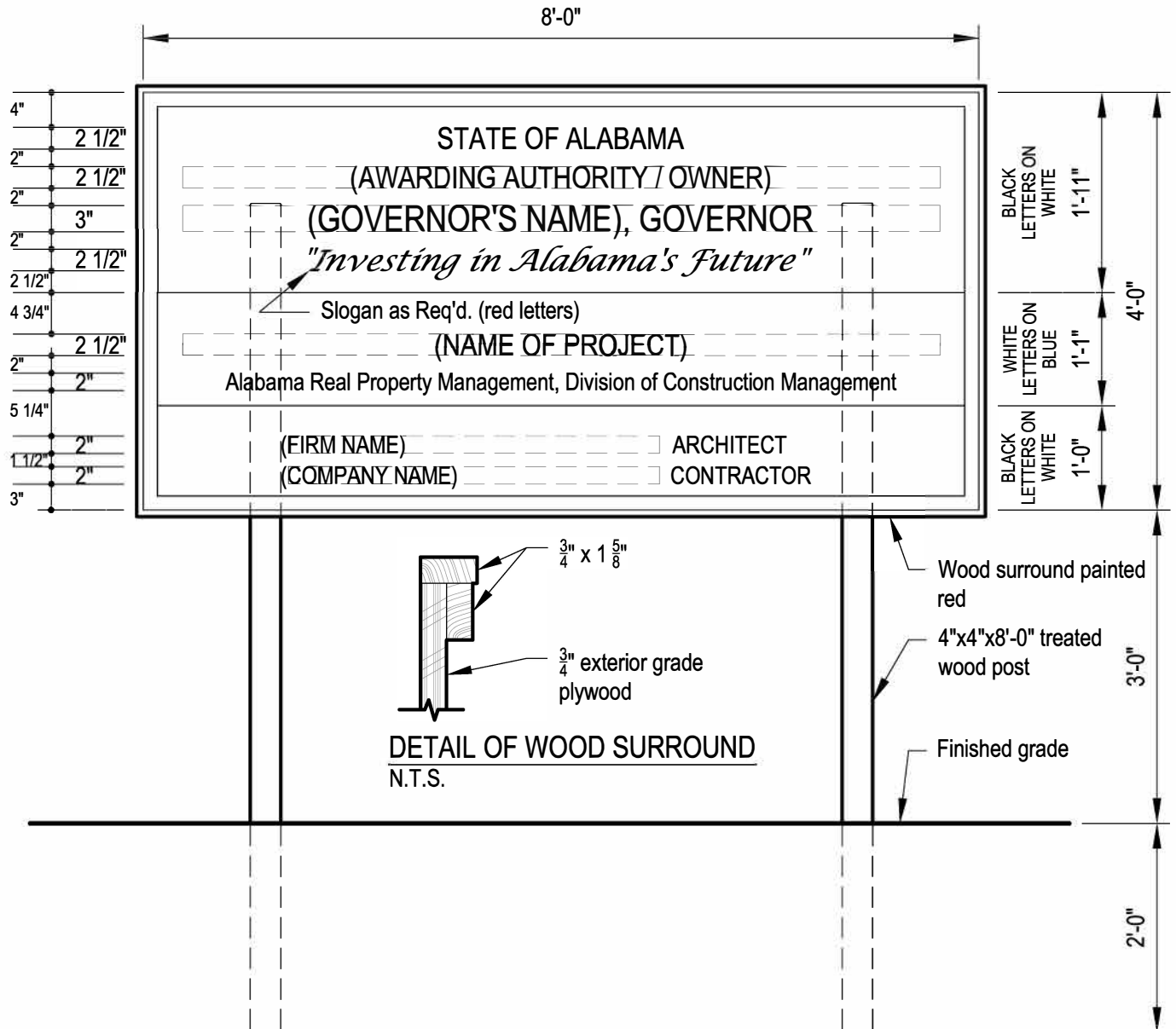
	32. Record Drawings and As-Built Drawings: Contractor will maintain a set of drawings designated solely for As-Built Drawings to satisfy its closeout requirements. Contractor/Subcontractor shall, on a weekly basis, record all changes, revisions, modifications, additions, etc. to accurately reflect its 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. Stockpiling topsoil
	47. Protecting trees
	48. Soil Treatment, mix on site in presence of Job Superintendent
	49. What is expected of masonry work, mortar additive
	50. Problems with hollow metal - install proper fire labels
	51. Potential conflict of mechanical and electrical equipment; shop drawings
	52. Return air plenums (no combustibles)
	53. Fire damper installation issues
	54. Kraft-faced insulation is not to be installed exposed.
	55. Coordinate with local fire authority to assure access to the building for firefighting equipment during construction and before final acceptance. Provide fire extinguishers as required.
	56. Comply with fire hydrant requirement; coordinate with local Fire Authority or State Fire Marshal.
	*57. 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.
	58. Release of retainage – 30 days to complete punch list and closeout
	*59. Project Closeout - precedes Final Payment a. Warranties b. Operating and Maintenance Manuals c. As-built Drawings d. Other requirements

60. 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	\$

Final pay app?
☐ Yes.

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

INSTRUCTIONS • 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 _____
--	---

SCHEDULE OF VALUES (SOV)								DCM Form C-10SOV Revised October 2021	
Project:						DCM (BC) Project Number:			
						PSCA Project Number, if any:			
Contractor Company:						Application Number:			
						Application Date:			
						Period From:		Period To:	
A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value (including fully executed [signed by all parties] change order amounts)	Work Completed		Total Work Completed to Date (This application SOV's D + E)	Materials Presently Stored (G total greater than \$0 must match C-10SM's column E total. This SOV's G amounts are not in this SOV's D nor E amounts.)	Total Work Completed to Date & Materials Presently Stored (This SOV's F + G)	Percent of Contract Completed to Date (This SOV's H / C)	Retainage (This column's Total's cell formula calculates the applicable variable rate)
			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.					\$ -		\$ -		Retainage Variable Rate: 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. Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025. There will be no retainage on final payment application.
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.:												PROCEED DATE:							
PSCA projects: PSCA No.:																			
PROJECT:				ARCHITECT/ENGINEER:								PROJECTED COMPLETION DATE:							
WORK DIVISION		%	AMOUNT																
1.	GENERAL REQUIREMENTS																		
2.	SITEWORK																		
3.	CONCRETE																		
4.	MASONRY																		
5.	METALS																		
6.	WOOD AND PLASTIC														100%				
7.	THERMAL AND MOISTURE PROTECTION														90%				
8.	DOORS AND WINDOWS														80%				
9.	FINISHES														70%				
10.	SPECIALTIES														60%				
11.	EQUIPMENT														50%				
12.	FURNISHINGS														40%				
13.	SPECIAL CONSTRUCTION														30%				
14.	CONVEYING SYSTEMS														20%				
15.	MECHANICAL														10%				
16.	ELECTRICAL														0%				
TOTAL ORIG. CONTRACT		100%																	
ANTICIPATED DRAW IN \$1,000																			
ACTUAL DRAW IN \$1,000																			
LEGEND: ANTICIPATED ACTIVITY												ACTUAL ACTIVITY		ANTICIPATED CASH FLOW		ACTUAL CASH FLOW		USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.	

DCM Form C-11
August 2021

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

Date: _____

DCM (BC) #	PSCA #
PROJECT NAME AND LOCATION:	OWNER ENTITY NAME & ADDRESS:
CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECTURAL/ENGINEERING FIRM NAME & ADDRESS:
Phone No. _____	Phone No. _____
PROJECT DATA ON THE DATE OF OBSERVATION: 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. _____	

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

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

DCM Form B-12
Revised July 2022

CHANGE ORDER CHECKLIST

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

WHICH FORM DO YOU USE?

Use **DCM Form C-12** for contracts of state agencies and departments and State Department of Education (SDE) projects. Also use for ACCS projects with Notice-to-Proceeds issued prior to August 1, 2021.

Use **DCM Form 9-J** for contracts of projects partially or fully Public School and College Authority (PSCA)-funded, except for ACCS projects with Notice-To-Proceeds issued after July 31, 2021. Include a completed

DCM Form B-11: Change Order Justification with **each copy of** either DCM Forms C-12 or 9-J.

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

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

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://engagealabamapm.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 _____	

Awarding 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

CHANGE ORDER JUSTIFICATION

Change Order No. _____

Date: _____

DCM (BC) No. _____

Purpose and instructions on next page.

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

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

CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

PURPOSE

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

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

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

INSTRUCTIONS

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

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

CHANGE PROPOSAL RECAP SHEET

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

Date : _____

Initiated By : Owner/Architect ☐
 (Check One) Contractor ☐
 Subcontractor ☐

Brief Description of Proposed Change : _____

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

Item / Description *	Quantity	Unit	Amount						
			Unit \$	Material	Unit \$	Labor	Unit \$	Equipment	
Sub Totals :			\$	-		\$	-	\$	-
Material :	\$	-							
Labor :	\$	-							
Equipment :	\$	-							
General Contractor Subtotal :	\$	-							

SUBCONTRACTOR Direct Cost Summary (Attach Supplemental Sheets as necessary)

Item / Description *	Quantity	Unit	Amount							
			Unit \$	Material	Unit \$	Labor	Unit \$	Equipment	Unit \$	Sub-sub
Sub Totals :			\$	-		\$	-		\$	-
Material :	\$	-								
Labor :	\$	-								
Equipment :	\$	-								
Sub-sub :	\$	-								
Subcontractor Subtotal :	\$	-								

UNIT PRICE Cost Summary (Attach Supplemental Sheets as necessary)

Item / Description *	Quantity	Unit	Amount	
			Unit \$	Total Unit Price
Sub Totals :			\$	-
Unit Price Subtotal :	\$	-		

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 ☐

*** TOTAL TIME CHANGE _____ Calendar Days (Critical paths impact only)

* 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, 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.

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON NEXT PAGE

DCM (BC) No. _____

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

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

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

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

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

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

Only one (1) substantial completion form shall be routed for e-signatures, via DocuSign link from DCM's Engage Portal at: <https://engagealabama-rpm.facilityforce.cloud>

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.
☐	☐	Application and Certificate for Final Payment, DCM Form C-10: Attach one copy to FPC. The application must include original signatures of all parties and include all application attachments.
☐	☐	Certificate of Substantial Completion, DCM Form C-13: Attach one fully-executed copy to FPC.
☐	☐	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.
☐	☐	Contractor's Affidavit of Payment of Debts & Claims, DCM Form C-18: Attach one copy to FPC.
☐	☐	Contractor's Affidavit of Release of Liens, if required by Owner, DCM Form C-19: Attach one copy to the FPC.
☐	☐	Consent of Surety to Final Payment, if any, To Contractor, DCM Form C-20: Consent is required for projects with P&P Bonds. Original has been delivered to Owner. Attach one copy to FPC.
☐	☐	General Contractor's Roofing Guarantee, DCM Form C-9, and Other Specified Roofing Guarantees, if any: Attached to Certificate of Substantial Completion.
☐	☐	Contractor's One-Year Warranty: Original has been delivered to the Owner. Attach one copy to the FPC.
☐	☐	Other Warranties: All other specified original warranties has been delivered to the Owner. Attach one copy to the FPC.
☐	☐	Record Documents: Specified "As-built" plans and specifications have been delivered to the Owner.
☐	☐	O & M Manuals: Specified instructions and O&M Manuals have been delivered to the Owner.
☐	☐	Time Extension: Over-run of Contract Time has been reconciled by: ☐ Change Order ☐ Liquidated Damages ☐ Attached explanation
☐	☐	Additional Documents or Explanations which are attached:
Submitted By: _____ Architectural / Engineering Firm _____ Signature _____ Printed Name and Title _____ Date		

Final Reconciliation of Fees: Between the final change order execution and the year-end inspection, report the final project cost to 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 (<i>Entity name and address</i>): 	Project (<i>Same as appears in the Construction Contract</i>):
---	---

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Indicate attachment: ☐ Yes ☐ No

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

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

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

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

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

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

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

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

Seal:

Company Name

By _____
Signature of Authorized Representative

Printed Name and Title

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

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.

Lathan McKee Project Name: _____

Lathan 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. 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 REQUIREMENTS

- A. Definition: An Alternate is an amount proposed by bidders and stated on the Proposal Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted Alternate is complete and fully integrated into the project.
- C. Notification: Immediately following award of Contract, prepare and distribute to each party involved notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates, if any.
- D. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification section referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each Alternate.
- E. Include as part of each Alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

1.3 SCHEDULE OF ALTERNATES

- A. **ADDITIVE Bid Alternate #1**-This alternate shall consist of removal and installation of existing doors for the addressed areas as detailed in Drawings sheet A0.10.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

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 July 31, 2026.

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 **MUST Include** all costs for permits and fees per the General Conditions of the Contract DCM Form C-8; Article 44 "Permits, Laws and Regulations", Paragraph A Permits, Fees and Notices Sub Paragraphs (1) and (2).
- C. 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 " Daleville City Schools".
 - 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. **Forty Thousand Dollars (\$40,000.00)** 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. **Thirty Thousand Dollars (\$30,000.00)** as a contingency to cover the costs of a two-way emergency radio system.

- 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.

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	\$
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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

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

CONTINGENCY ALLOWANCE
01011-3

LATHAN MCKEE PROJECT NO. 25-325

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definition:
 - 1. "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
 - 2. "Cutting and patching" is performed for coordination of the Work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
 - 3. Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

1.3 SUBMITTALS:

- A. Procedural Proposal for Cutting and Patching:
 - 1. Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as application, in the submittal.
 - 2. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational and visual changes as well as other significant elements.
 - 3. List products to be used and firms that will perform work.
 - 4. Give dates when work is expected to be performed.
 - 5. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that work be out-of-service temporarily. Indicate how long utility service will be disrupted.
 - 6. Approval by the Architect/Engineer to proceed with cutting and patching work does not waive the Architect/Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. General: Except as otherwise indicated, or as directed by the Architect/Engineer, use materials for cutting and patching that are identical to specified materials. If identical materials are not available, or cannot be used, use materials that match adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.2 PREPARATION:

- A. Temporary Support: To prevent failure provide temporary support of work to be cut.
- B. Protection:
 - 1. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
 - 2. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 3. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 PERFORMANCE:

- A. General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect/Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.
- B. Cutting:
 - 1. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
 - 2. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- C. Patching:
 - 1. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
 - 2. Where feasible, inspect and test patched areas to demonstrate integrity of work.
 - 3. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
 - 4. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.
 - 5. Patch, repair or rehang existing ceilings as necessary or called for on plans to provide an even plane surface of uniform appearance.

3.4 CLEANING:

- A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely point, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF CUTTING AND PATCHING

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. **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

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 send all submittals to submittals@mckeeassoc.com to conduct all submittal reviews in electronic format. **Paper format submittals will NOT be accepted.**
 - 1. 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.
- B. Procedures:
 - 1. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format using submittals@mckeeassoc.com.
 - 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. 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.
 - 5. The Contractor shall transmit each submittal to Architect using submittals@mckeeassoc.com.
 - 6. The Architect review comments will be replied to the email address in which was sent to submittals@mckeeassoc.com.
 - 7. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
 - 8. Submit paper copies of reviewed submittals at project closeout for record purposes in accordance with Section 01770 – Closeout Procedures.
- C. 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. 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.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including 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.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings. Provide another area of this same size for the Architect to affix his stamp. Stamp includes the following four categories: Reviewed, Furnish as Noted, Rejected, Revise and Resubmit; the Architect will mark one or more of these categories and return submittal to Contractor.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.

- c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 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.
 - l. Other necessary identification.
- F. 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.
- G. 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.
- H. 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".

- I. 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.
- J. 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: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Contractor must sign a detailed agreement with the Architect that outlines responsibilities, liabilities, etc. of each party and must pay to the Architect a fee of \$75.00 for each sheet of drawings that are put on a disk for the Contractor's use.

PART 2 - PRODUCTS

2.1 DIGITAL ACTION SUBMITTALS

- A. General: Prepare and submit Digital Action Submittals required by individual Specification Sections.
- 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 the following email address: Submittals@mckeeassoc.com.
- C. 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.

- D. 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, unless submittal of Architect's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit 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.
- E. 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 initialed by a responsible party within each organization.
- F. 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.
- G. 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.
- H. Submittals Schedule: Comply with requirements specified in Division 1 Section 01320 "Construction Progress Documentation."
- I. Application for Payment: Comply with requirements specified in Division 1 Section 01290 "Payment Procedures."
- J. 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

- 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 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

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 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)..
- 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. NOTE: The use of silicone sealants shall not be used at any exterior conditions.
- B. General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component. (Silicone sealant shall not be used at exterior conditions).
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry, stone or concrete.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- C. 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.
- D. 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.
- E. 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 or "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

SECTION 08100 - STEEL DOORS AND FRAMES

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 SUMMARY

- A. This Section includes:
 - 1. Steel Doors
 - 2. Steel Frames.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 8 Section "Wood Doors" for solid-core wood doors installed in steel frames.
 - 2. Division 8 Section "Finish Hardware" for door hardware and weatherstripping.
 - 3. Division 8 Section "Glazing" for glass in steel doors and sidelights.
 - 4. Division 9 Section "Painting".

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of door and frame specified, including details of construction, materials, dimensions, hardware preparation, core, label compliance, sound ratings, profiles, and finishes.
- C. Shop Drawings showing fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
- D. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Contract Drawings.
 - 1. Indicate coordination of glazing frames and stops with glass and glazing requirements.
- E. Samples for initial selection in the form of manufacturer's color charts showing the full range of colors available for factory-finished doors and frames.
- F. Samples for verification of each type of exposed finish required, prepared on Samples not less than 3 by 5 inches (75 by 125 mm) and of same thickness and material indicated for final unit of Work. Where finishes involve normal color and texture variations, include Sample sets showing the full range of variations expected.
- G. Oversize Construction Certification: For door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit certification of a testing agency acceptable to authorities having jurisdiction that each door and frame assembly has been constructed to conform to design, materials, and construction equivalent to requirements for labeled construction.

1.4 QUALITY ASSURANCE

- A. Provide doors and frames complying with ANSI/SDI 100 "Recommended Specifications for Standard Steel Doors and Frames" and as specified.
 - 1. Temperature-Rise Rating: Where indicated, provide doors that have a temperature-rise rating of 450 deg F (250 deg C) maximum in 30 minutes of fire exposure.

1.5 DELIVERY, STORAGE AND HANDLING

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

STEEL DOORS AND FRAMES
08100-1

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors and frames on delivery for damage. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. Place units on minimum 4-inch- (100-mm-) high wood blocking. Avoid using non-vented plastic or canvas shelters that could create a humidity chamber. If cardboard wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch (6-mm) spaces between stacked doors to promote air circulation.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. Pioneer Industries
 - 2. Rocky Mountain Metals, Inc.
 - 3. Republic Doors & Frames/Allegion
 - 4. Steelcraft - Allegion

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial-quality carbon steel, pickled and oiled, complying with ASTM A 569 (ASTM A 569M).
- B. Cold-Rolled Steel Sheets: Carbon steel complying with ASTM A 366 (ASTM A 366M), commercial quality, or ASTM A 620 (ASTM A 620M)
- C. Galvannealed Steel Sheets: Galvannealed Steel Sheet: ASTM A 653/ A 653M, commercial quality, hot dipped. Coating Thickness: A60 coating.
- D. Supports and Anchors: Fabricated from not less than 0.0478-inch- (1.2-mm-) thick steel sheet; 0.0516-inch- (1.3-mm-) thick galvanized steel where used with galvanized steel frames.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize complying with ASTM A 153, Class C or D as applicable.

2.3 DOORS

- A. Steel Doors: Provide 1-3/4-inch- (44-mm-) thick doors of materials and ANSI/SDI 100 grades and models specified below, or as indicated on Drawings or schedules:
 - 1. Interior Doors: Grade 2, heavy-duty, Model 1, visible edge seam design, 18 gauge / minimum 0.0478-inch thick cold-rolled steel sheet faces.
- B. Door Louvers: Provide louvers according to SDI 111C for interior doors where indicated, with blades or baffles formed of 0.0239-inch- (0.6-mm-) thick cold-rolled steel sheet set into minimum 0.0359-inch- (0.9-mm-) thick steel frame.
 - 1. Sight-Proof Louvers: Stationary louvers constructed with inverted V- shaped or Y-shaped blades.
- C. Low Profile Lite Kits: All lite kits must be minimum 18 ga. cold rolled steel, mitered and welded corners, welded reinforcing clips at corners, counter-sunk mounting screw- holes.

2.4 FRAMES

- A. Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, according to ANSI/SDI 100, and of types and styles as shown on Drawings and schedules.

- B. Conceal fastenings, unless otherwise indicated. Fabricate frames as follows:
 - 1. Fabricate frames with mitered or coped and face welded corners.
 - 2. Interior Frames: 16 gage cold rolled steel
 - 3. Exterior Frames: 14 gage A60 galvanized steel.
- C. Door Silencers: Except on weather stripped frames, drill stops to receive 3 silencers on strike jambs of single-door frames and 2 silencers on heads of double-door frames.
- D. Plaster Guards: Provide minimum 0.0179-inch- (0.45-mm-) thick steel plaster guards or mortar boxes at back of hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.
- E. Grout: When required in masonry construction, as specified in Division 4 Section "Unit Masonry."

2.5 FABRICATION

- A. Fabricate steel door and frame units to be rigid, neat in appearance, and free from defects, warp, or buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site. Comply with ANSI/SDI 100 requirements.
 - 1. Internal Construction: One of the following manufacturer's standard core materials according to SDI standards:
 - a. Interior Doors: 3/4" Cell Honeycomb
 - b. Exterior Doors: Insulated Polystyrene
 - 2. Clearances:
 - a. Not more than 1/8 inch (3.2 mm) at jambs and heads, except not more than 1/4 inch (6.4 mm) between non-fire-rated pairs of doors.
 - b. Not more than 3/4 inch (19 mm) at bottom.
 - c. Fire Doors: Provide clearances according to NFPA 80.
 - 3. Tolerances: Comply with SDI 117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- B. Galvanized Steel Doors, Panels, and Frames: For the following locations, fabricate doors, panels, and frames from galvanized steel sheet according to SDI 112.
 - 1. At exterior locations.
 - 2. Where indicated.
- C. Close top and bottom edges of doors flush as an integral part of door construction or by addition of minimum 0.0635-inch- (1.6-mm-) thick galvanized steel channels, with channel webs placed even with top and bottom edges. Seal joints in top edges of doors against water penetration.
- D. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- E. Thermal-Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors fabricated as thermal-insulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
 - 1. Unless otherwise indicated, provide thermal-rated assemblies with U- value rating of 0.41 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K) or better
- F. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier.
- G. Comply with applicable requirements of SDI 107 and ANSI A115 Series specifications for door and frame preparation for hardware.
 - 1. For concealed overhead door closers, provide space, cutouts, reinforcing, and provisions for

fastening in top rail of doors or head of frames, as applicable.

- H. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- I. Locate hardware as indicated on Shop Drawings or, if not indicated, according to the Door and Hardware Institute's (DHI) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
- J. Glazing Stops: Minimum 0.0359-inch- (0.9-mm-) thick steel or 0.040-inch- (1-mm-) thick aluminum.
 - 1. Provide non-removable stops on outside of exterior doors and on secure side of interior doors for glass, louvers, and other panels in doors.
 - 2. Provide screw-applied, removable, glazing beads on inside of glass, louvers, and other panels in doors.

2.6 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations relative to applying and designating finishes.
- B. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for steel sheet finishes. Apply primers and organic finishes to doors and frames after fabrication.

2.7 GALVANIZED STEEL SHEET FINISHES

- A. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035 or SSPC- Paint 20.
- B. Factory Priming for Field-Painted Finish: Where field painting after installation is indicated, apply air-dried primer specified below immediately after cleaning and pretreatment.
 - 1. Shop Primer: Zinc-dust, zinc-oxide primer paint complying with performance requirements of FS TT-P-641, Type II.

2.8 STEEL SHEET FINISHES

- A. Surface Preparation: Solvent-clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel to comply with SSPC-SP 5 (White Metal Blast Cleaning) or SSPC-SP 8 (Pickling).
- B. Pretreatment: Immediately after surface preparation, apply a conversion coating of type suited to organic coating applied over it.
- C. Factory Priming for Field-Painted Finish: Apply shop primer that complies with ANSI A224.1 acceptance criteria, is compatible with finish paint systems indicated, and has capability to provide a sound foundation for field-applied topcoats. Apply primer immediately after surface preparation and pretreatment.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Install steel doors, frames, and accessories according to Shop Drawings, manufacturer's data, and as specified.
- B. Placing Frames: Comply with provisions of SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
 - 1. Except for frames located in existing concrete, masonry, or gypsum board assembly construction, place frames before constructing enclosing walls and ceilings.
 - 2. In masonry construction, install at least 3 wall anchors per jamb adjacent to hinge location on

hinge jamb and at corresponding heights on strike jamb. Acceptable anchors include masonry wire anchors and masonry T-shaped anchors.

3. At existing concrete or masonry construction, install at least 3 completed opening anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Set frames and secure to adjacent construction with bolts and masonry anchorage devices.
 4. Install fire-rated frames according to NFPA 80.
- A. Door Installation: Fit hollow-metal doors accurately in frames, within clearances specified in ANSI/SDI 100.
1. Fire-Rated Doors: Install with clearances specified in NFPA 80.
 2. Smoke-Control Doors: Comply with NFPA 105.

3.2 ADJUSTING AND CLEANING

- A. Prime Coat Touchup: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION

SECTION 08211 - WOOD DOORS

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 SUMMARY

- A. This Section includes the following:
 - 1. Solid core doors with wood veneer faces.
 - 2. Factory finishing of flush wood doors.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of door, including details of core and edge construction, trim for openings and louvers, and factory-finishing specifications.
- C. Shop drawings indicating location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, fire ratings, requirements for veneer matching and factory finishing and other pertinent data.
 - 1. For factory-machined doors, indicate dimensions and locations of cutouts for locksets and other cutouts adjacent to light and louver openings.
- D. Samples for initial selection in the form of color charts consisting of actual materials in small sections for the following:
 - 1. Faces of factory-finished doors with transparent finish. Show the full range of colors available for stained finishes.
 - 2. Faces of factory-finished doors with opaque finish. Show the full range of colors available.
- E. Samples for verification in the form and size indicated below:
 - 1. Corner sections of doors approximately 12 inches (300 mm) square with door faces and edgings representing the typical range of color and grain for each species of veneer and solid lumber required. Finish sample with same materials proposed for factory-finished doors.

1.4 QUALITY ASSURANCE

- A. Quality Standard: Comply with the following standard:
 - 1. NWWDA Quality Standard: I.S.1-A, "Architectural Wood Flush Doors," of the National Wood Window and Door Association.
 - 2. AWI Quality Standard: "Architectural Woodwork Quality Standards" of the Architectural Woodwork Institute for grade of door, core, construction, finish, and other requirements.
- B. Fire-Rated Wood Doors: Provide wood doors that comply with NFPA 80; are identical in materials and construction to units tested in door and frame assemblies per ASTM E 152; and are labeled and listed by UL, Warnock Hersey, or another testing and inspection agency acceptable to authorities having jurisdiction.
 - 1. Oversized Fire-Rated Wood Doors: For door assemblies exceeding sizes of tested assemblies, provide manufacturer's certificate stating that doors conform to all standard construction requirements of tested and labeled fire-door assemblies except for size.
 - 2. Temperature Rise Rating: At stairwell enclosures, provide doors that have a temperature rise rating of 450 deg F (250 deg C) maximum in 30 minutes of fire exposure.

3. Temperature Rise Rating: At stairwell enclosures, provide doors that have a temperature rise rating of 250 deg F (139 deg C) maximum in 30 minutes of fire exposure.

- C. Single-Source Responsibility: Obtain doors from one source and by a single manufacturer.

1.5 DELIVERY, STORAGE & HANDLING

- A. Protect doors during transit, storage, and handling to prevent damage, soiling, and deterioration. Comply with requirements of referenced standard and manufacturer's instructions.
 1. Comply with Technical Bulletin 420-R for delivery, storage, and handling of doors.
- B. Identify each door with individual opening numbers as designated on shop drawings, using temporary, removable, or concealed markings.

1.6 PROJECT CONDITIONS

- A. Conditioning: Do not deliver or install doors until building is enclosed, wet work is complete, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period.

1.7 WARRANTY

- A. General Warranty: Door manufacturer's warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement on door manufacturer's standard form signed by manufacturer, Installer, and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup, or twist) more than 1/4 inch (6.35 mm) in a 42-by-84-inch (1067-by-2134-mm) section or that show telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 75-mm) span, or do not conform to tolerance limitations of referenced quality standards.
 1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors where defect was not apparent prior to hanging.
 2. Warranty shall be in effect during the following period of time after date of Substantial Completion.
 - a. Solid Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering doors that may be incorporated in the Work (No other Manufacturer to be used unless prior approved by addenda)
- B. Manufacturer: Subject to compliance with requirements, provide doors by one of the following:
 1. Oshkosh Door Company; 2501 Universal Street, P.O. Box 2468, Oshkosh, WI 54904; Ph.: 920.233.6161; www.oshkoshdoor.com.
 2. VT Industries; 1000 Industrial Park, P.O. Box 490, Holstein, IA 51025; Ph.: 712.368.4381; www.vtindustries.com.
 3. Haley Brothers, Inc.; 6291 Orangethorpe Ave., Buena Park, CA 90620; Ph.: 714.670.2112; www.haleybros.com.

2.2 INTERIOR FLUSH WOOD DOORS

- A. Solid Core Doors for Transparent Finish: Comply with the following requirements:
 1. Faces: Plain Sliced White Birch, Book/Run Matching
 2. Grade: Premium "A"

3. Construction: 5 ply, Hot Pressed
 4. Core: Particleboard Core to meet or exceed ANSI/A208.1 for 1-LD-1 or 1-LD-2 door core
 5. Bonding: Stiles and rails bonded to core, then entire unit abrasive planed before veneering.
 6. Pair Matching: Required at all pairs of doors.
- B. Fire-Rated Solid Core Doors: Comply with the following requirements:
1. Faces and Grade: Provide faces and grade to match non-fire-rated doors in same area of building, unless otherwise indicated.
 2. Construction: Manufacturer's standard core construction as required to provide fire-resistance rating indicated.
 3. Edge Construction: Provide manufacturer's standard laminated-edge construction for improved screw-holding capability and split resistance compatible hardwood
 4. Pairs: Furnish formed-steel edges and astragals for pairs of fire-rated doors, unless otherwise indicated.
 5. Pairs: Provide fire-rated pairs with fire-retardant stiles that are labeled and listed for kinds of applications indicated without formed-steel edges and astragals.

2.3 FABRICATION

- A. Fabricate flush wood doors to comply with following requirements:
1. In sizes indicated for job-site fitting.
 2. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels:
 - a. Comply with clearance requirements of referenced quality standard for fitting. Comply with requirements of NFPA 80 for fire-resistance-rated doors.
 3. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame shop drawings, DHI A115-W series standards, and hardware templates.
 - a. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with factory machining.
 - b. Metal Astragals: Pre-machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- B. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of door(s) required.
1. Light Openings: Trim openings with moldings of material and profile indicated.
 2. Louvers: Factory install louvers in prepared openings.

2.4 SHOP PRIMING

- A. Transparent Finish: Shop-seal faces and edges of doors for transparent finish with stain (if required), other required pretreatments, and first coat of finish as specified.

2.5 FACTORY FINISHING

- A. General: Comply with referenced quality standard's requirements for factory finishing.
- B. Finish wood doors at factory.
- C. Transparent Finish: Comply with requirements indicated for grade, finish system, staining effect, and sheen.
1. Grade: Premium.
 2. Finish: AWI System TR-6 or better in Factory standard color as directed by the Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine installed door frames prior to hanging door:
 - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
 - 2. Reject doors with defects.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation see Division 8 Section "Door Hardware."
- B. Manufacturer's Instructions: Install wood doors to comply with manufacturer's instructions and referenced quality standard and as indicated.
 - 1. Install fire-rated doors in corresponding fire-rated frames according to requirements of NFPA 80.
- C. Job-Fit Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted with fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.
 - 1. Fitting Clearances for Non-Fire-Rated Doors: Provide 1/8 inch (3.2 mm) at jambs and heads, 1/16 inch (1.6 mm) per leaf at meeting stiles for pairs of doors, and 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4-inch (6.4-mm) clearance from bottom of door to top of threshold.
 - 2. Fitting Clearances for Fire-Rated Doors: Comply with NFPA 80.
 - 3. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
 - 4. Bevel fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) on lock edge; trim stiles and rails only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Restore finish after installation, if fitting or machining is required at the job site.

3.3 ADJUSTING AND PROTECTION

- A. Operation: Re-hang or replace doors that do not swing or operate freely.
- B. Finished Doors: Refinish or replace doors damaged during installation.
- C. Protect doors as recommended by door manufacturer to ensure that wood doors will be without damage or deterioration at the time of Substantial Completion.

END OF SECTION

SECTION 08220 – FIBERGLASS REINFORCED PLASTIC (FRP) DOORS

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 in this section.

1.2 DESCRIPTION OF WORK

- A. The extent of each type of door is shown on the drawings and schedules.
- B. The following types of doors are required:
 - 1. Fiberglass Reinforced Plastic (FRP) Doors.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Finish Hardware, Section 08700
- B. Joint Sealers, Section 07900.
- C. Aluminum Storefront, Section 08410.
- D. Glazing, Section 08800.

1.4 QUALITY ASSURANCE

- A. Referenced Standards
 - 1. ASTM D 635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position
 - 2. ASTM E 84 - Standard Test Method for a Surface Burning Characteristics of Building Materials.
- B. Laminate Properties:
 - 1. ASTM D 882 Tensile Strength
 - 2. ASTM D 790 Flexural Strength
 - 3. ASTM D 2583 Barcol Hardness
 - 4. ASTM D 256 Impact Resistance
 - 5. ASTM D 792 Density/Specific Gravity Of Laminate
 - 6. ASTM D 1761 Mechanical Fasteners
- C. Core Properties:
 - 1. ASTM C 177 Thermal Properties
 - 2. ASTM D 1622 Density/Specific Gravity
 - 3. ASTM E 84 Surface Burning Characteristics
 - 4. WDMA TM-10 and TM-5 Firestop ASTM E 152 U.L. 10(b)
- D. Qualifications:
 - 1. Manufacturer Qualifications: A company specialized in the manufacture of fiberglass reinforced plastic (FRP) doors and frames as specified herein with a minimum of 25 years documented experience and with a record of successful in-service performance for the applications as required for this project.
- E. Installer Qualifications: An experienced installer who has completed fiberglass door and frame installations similar in material, design, and extent to those indicated and whose work has resulted in construction with a record of successful in-service performance.

- F. Source Limitations: Obtain fiberglass reinforced plastic doors and frames through one source fabricated from a single manufacturer, including fire rated fiberglass frames.
- G. Source Limitations: Hardware and accessories for all FRP doors as specified in Section 08710 should be provided and installed by the fiberglass door and frame manufacturer.
- H. Source Limitations: Glass for windows in doors shall be furnished and installed by door and frame manufacturer in accordance with related section, Division 8, Glazing.
- I. Field Measurement: Field verify all information prior to fabrication and furnishing of materials. Furnish and install materials omitted due to lack of verification at no additional cost to Owner.
- J. Regulation and Codes: Comply with the current edition in force at the project location of all local, state and federal codes and regulations, including the Americans with Disabilities Act of 1992.

1.5 SUBMITTALS

- A. Product Technical Data Including:
 - 1. Acknowledgment that products submitted meet requirements of standards referenced.
 - a. Manufacturer shall provide certificate of compliance with current local and federal regulations as it applies to the manufacturing process.
 - 2. Manufacturer's installation instructions.
 - a. Schedule of doors and frames indicating the specific reference numbers as used on drawings, door type, frame type, size, handing and applicable hardware.
 - 3. Details of core and edge construction. Include factory-construction specifications.
 - 4. Certification of manufacturer's qualifications.
- B. Submittals:
 - 1. Summary door schedule indicating the specific reference numbers as used on owner's drawings, with columns noting door type, frame type, size, handing, accessories and hardware.
 - 2. A drawing depicting front and rear door elevations showing hardware with bill of material for each door.
 - 3. Drawing showing dimensional location of each hardware item and size of each door.
 - 4. Individual part drawing and specifications for each hardware item and FRP part or product.
 - 5. Construction and mounting detail for each frame type.
- C. Samples:
 - 1. Provide one 21 x 18 inch completely assembled (hinged) door and frame corner section, with faces and edges representing typical color and finish. One edge should be exposed for view of interior door and frame composition. Sample should include 6 inch lite opening as well as standard cutouts for hinges and strike plates.
- D. Operation and Maintenance Manuals:
 - 1. Include recommended methods and frequency for maintaining optimum condition of fiberglass doors and frames under anticipated traffic and use conditions.
 - 2. Include one set of final as built drawings with the same requirements as mentioned in Section above.
 - 3. Include certificate of warranty for door and frame listing specific door registration numbers.
 - 4. Include hardware data sheets and hardware manufacturer's warranties.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Each door and frame should be delivered individually crated for protection from damage in cardboard containers, clearly marked with project information, door location, specific reference

number as shown on drawings, and shipping information. Each crate should contain all fasteners necessary for installation as well as complete installation instructions.

- B. Doors should be stored in the original container out of inclement weather for protection against the elements.
- C. Handle doors pursuant to the manufacturer's recommendations as posted on outside of crate.

1.7 WARRANTY

- A. Warranty all fiberglass doors and frames for a period of 25 years against failure due to corrosion. Additionally, warranty all fiberglass doors and frames on materials and workmanship for a period of 10 years, including warp, separation or delamination, and expansion of the core.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Special-Lite; 860 S. Williams Street, Decatur, MI 49045; Ph.: 800.821.6531.
- B. 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 FRP DOORS

- A. **Model: AF-220 Sandstone Texture Composite Fiberglass Door.**
- B. Doors shall be made of fiberglass reinforced plastic (FRP) using chemically proven resins resistant to contaminants typically found in the environment for which these specifications are written. Doors shall be 1 3/4 inch thick and of flush construction, having no seams or cracks. All doors up to 4'0 x 8'0 shall have equal diagonal measurements with a maximum tolerance of +/- 1/32 inch.
- C. Door Plates shall be 1/8 inch thick, molded in one continuous piece, starting with a 25 mil gelcoat of the color specified, integrally molded with at least two layers of 1.5 ounce per square foot fiberglass mat and one layer of 16 ounce per square yard unidirectional roving. This will yield a plate weight of 0.97 lbs per square foot at a ratio of 30/70 glass to resin.
- D. Stiles and Rails shall be constructed starting from the outside toward the inside, of a 25 mil gel coat of the color specified followed by a matrix of at least three layers of 1.5 ounce per square foot of fiberglass mat. The stile and rail shall be molded in one continuous piece to a U-shaped configuration and to the exact dimensions of the door. In this manner there will be no miter joints or disparate materials used to form the once-piece stile and rail.
- E. Core material shall be 2 psf expanded polyurethane foam, which completely fills all voids between the door plates.
- F. Internal Reinforcement shall be firestop of sufficient amount to adequately support required hardware and function of same.
- G. Finish of door and frame shall be identical in color and texture. At time of manufacture, 25 mil of resin-rich gelcoat must be integrally molded into both the door and frame. Secondary painting to achieve color is not acceptable.
- H. Window openings shall be provided for at time of manufacture and shall be completely sealed so that the interior of the door is not exposed to the environment. Fiberglass retainers which hold the glazing in place shall be resin transfer molded with a profile that drains away from glazing. The retainers must match the color, texture and finish of the door plates. Glass shall be furnished and installed by door and frame manufacturer.
- I. Louver openings shall be sealed in the same manner as the window openings. Louvers are to be solid fiberglass inverted "V" vanes and shall match the color, texture and finish of the door plates.
- J. Transoms shall be identical to the doors in construction, materials, thickness and reinforcement.

FIBERGLASS REINFORCED PLASTIC (FRP) DOORS

08220-3

2.3 HARDWARE

- A. Refer to Section 08700, Finish Hardware.
- B. Due to the special nature of the material in this section, all related hardware as specified must be furnished and installed by the door and frame manufacturer.

PART 3 – EXECUTION

3.1 INSTALLATION CONDITIONS

- A. Verification of Conditions
- B. Openings are correctly prepared to receive doors and frames.
- C. Openings are correct size and depth in accordance with shop drawings or submittals.
- D. Installer's Examination
- E. Have the installer examine conditions under which construction activities of this section are to be performed and submit a written report if conditions are unacceptable.
- F. Transmit two copies of the installer's report to the architect within 24 hours of receipt.
- G. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.

3.2 INSTALLATION

- A. Install door-opening assemblies in accordance with shop drawings and manufacturer's printed installation instructions, using installation methods and materials specified in installation instructions.
- B. Field alteration of doors or frames to accommodate field conditions is strictly prohibited.
- C. Site tolerances: Maintain plumb and level tolerance specified in manufacturer's printed installation instructions.
- D. Fire labeled doors and frames must be installed in strict accordance with manufacturer's instructions and the latest revision of NFPA 80.

3.3 ADJUSTING

- A. Adjust doors in accordance with door manufacturer's maintenance instructions to swing open and shut without binding and to remain in place at any angle without being moved by gravitational influence.
- B. Adjust door hardware to operate correctly in accordance with hardware manufacturer's maintenance instructions.

3.4 CLEANING

- A. Clean surfaces of door opening assemblies and exposed door hardware in accordance with respective manufacturer's maintenance instructions.

3.5 PROTECTION OF INSTALLED PRODUCTS

- A. Protect door opening assemblies and door hardware from damage by subsequent construction activities until final inspection.

END OF SECTION

SECTION 08410 - ALUMINUM STOREFRONTS

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 aluminum entrances and storefronts is indicated on drawings and schedules.
- B. Types of aluminum entrances required include the following:
 - 1. Frames for interior entrances
- C. Glazing: Refer to "Glass and Glazing" section of Division 8 for glazing requirements for aluminum entrances and storefronts specified herein to be factory pre-glazed.

1.3 SYSTEM PERFORMANCES

- A. General: Provide exterior entrance and storefront assemblies that have been designed and fabricated to comply with requirements for system performance characteristics listed below as demonstrated by testing manufacturer's corresponding stock systems according to test methods designated. System shall be of design styles indicated. System components and accessories shall be from the same manufacturer, to the maximum extent possible.
- B. Thermal Movement: Allow for expansion and contraction resulting from ambient temperature range of 120 degree F.
- C. Wind Loading: Provide capacity to withstand loading indicated below, tested per ASTM E 330.
 - 1. Uniform pressure of 20 psf inward and 20 psf outward.
- D. Transmission Characteristics of Fixed Framing: Comply with requirements indicated below for transmission characteristics and test methods.
 - 1. Air and Water Leakages: Air infiltration of not more than 0.06 CFM per sq. ft. of fixed area per ASTM E 283 and no uncontrolled water penetration per ASTM E 331 at pressure differential of 6.24 psf (excluding operable door edges).
 - 2. Condensation Resistance: Not less than 51 CRF per AAMA 1502.7.
 - 3. Thermal Transmittance: U-value of not more than 0.65 Btu/(hr x sf x degree F) per AAMA 1503.1.
- E. Transmission Characteristics of Entrances: Provide entrance doors with jamb and head frames which comply with requirements indicated below for transmission characteristics and test methods.
 - 1. Air Leakage: Air infiltration per linear foot of perimeter crack of not more than 0.50 CFM for single doors and 1.0 CFM for pairs of doors per ASTM E 283 at pressure differential of 1.567 psf.
 - 2. Condensation Resistance: Not less than 48 CRF per AAMA 1502.7.
 - 3. Thermal Transmittance: U-value of not more than 0.93 Btu/(hr x sf x degree F) per AAMA 1503.1.

1.4 QUALITY ASSURANCE

- A. Drawings: Plans, elevations and details show spacings of members as well as profile and similar dimensional requirements of aluminum entrances and storefront work. Minor deviations will be accepted in order to utilize manufacturer's standard products when, in Architect's sole judgment, such deviations do not materially detract from design concept or intended performances.

1.5 SUBMITTALS

Improvements to
Daleville High School Classrooms
for the Daleville City Schools
Daleville, Alabama

ALUMINUM STORE FRONT
08410-1

- A. Product Data: Submit manufacturer's specifications, standard details, and installation recommendations for components of aluminum entrances and storefronts required for project, including test reports certifying that products have been tested and comply with performance requirements.
- B. Samples: Submit samples of each type and color of aluminum finish on 12" long sections of extrusions or formed shapes and on 6" square sheets. Where normal color and texture variations are to be expected, include 2 or more units in each set of samples showing limits of such variations.

PART 2 - PRODUCTS

2.1 ALUMINUM DOORS, FRAMES & STOREFRONTS

- A. Manufacturers: The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Kawneer North America
 - 2. Tubelite, Inc.
 - 3. Coral Industries, Inc./Coral Architectural Products
 - 4. YKK AP America, Inc.
 - 5. Oldcastle
 - 6. Record
- B. 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 AND ACCESSORIES

- A. Aluminum Members: Alloy and temper recommended by manufacturer for strength, corrosion resistance, and application of required finish; ASTM B 221 for extrusion, ASTM B 209 for sheet/plate.
- B. Fasteners: Aluminum, non-magnetic stainless steel, or other materials warranted by manufacturer to be noncorrosive and compatible with aluminum components.
 - 1. Do not use exposed fasteners except where unavoidable for application of hardware. Match finish of adjoining metal.
 - 2. Provide Phillips flat-head machine screws for exposed fasteners.
- C. Concealed Flashing: Dead-soft stainless steel, 26 gauge minimum, or extruded aluminum, 0.062" minimum, of an alloy and type selected by manufacturer for compatibility with other components.
- D. Brackets and Reinforcements: Manufacturer's high-strength aluminum units where feasible; otherwise, non-magnetic stainless steel or hot-dip galvanized steel complying with ASTM A 386.
- E. Concrete/Masonry Inserts: Cast-iron, malleable iron, or hot-dip galvanized steel complying with ASTM A 386.
- F. Bituminous Coatings: Cold-applied asphalt mastic complying with SSPC-PS 12, compounded for 30-mil thickness per coat.
- G. Compression Weatherstripping: Manufacturer's standard replaceable stripping of either molded neoprene gaskets complying with ASTM D 2000 or molded PVC gaskets complying with ASTM D 2287.
- H. Sliding Weatherstripping: Manufacturer's standard replaceable stripping of wool, polypropylene, or nylon woven pile, with nylon fabric or aluminum strip backing, complying with AAMA 701.2.
- I. Glass and Glazing Materials: Provide glass and glazing materials which comply with requirements of "Glass and Glazing" section of these specifications.

2.3 HARDWARE

- A. General: Hardware shall comply with requirements of the "Americans with Disabilities Act". Refer to hardware section of Division 8 for requirements for hardware items other than those indicated herein to be provided by manufacturer of aluminum entrances.
 - 1. Push/Pull Handles: CO-9 design, by Kawneer. Finish as per the Door Schedule.
 - 2. All other hardware shall be as per Section 08700, Finish Hardware.

2.4 FRAMING

- A. Types:
 - 1. Storefront type framing system for insulated exterior applications:
 - a. Framing system shall be equal to TriFab Versaglaze 451, by Kawneer.
 - 2. Storefront type framing system for non-insulated interior applications:
 - a. Framing system shall be equal to TriFab Versaglaze 450, by Kawneer.
- B. General:
 - 1. Support Members: Extruded aluminum alloy 6063-T6 or 6061-T6 complying with ASTM B-221.
 - 2. Flashing/Closures: Formed aluminum 5005-H34 alloy, min. thickness .040", complying with ASTM B-209.
 - 3. Cap System: Manufacturer's standard cap glazing system consisting of rectangular (rafter) and beveled (horizontal) glazing gaps which will secure all sides of each light of glass against negative and positive loads.
 - 4. Fasteners: A300 stainless steel.
 - 5. Sealant: Silicone (FS TT-S-0015 43A and TT-S-0023 o.c.)

2.5 FABRICATION

- A. Sizes and Profiles: Required sizes for door and frame units, including profile requirements, are indicated on drawings. Any variable dimensions are indicated, together with maximum and minimum dimensions required to achieve design requirements and coordination with other work.
- B. Prefabrication: To greatest extent possible, complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site. Disassemble components only as necessary for shipment and installation.
 - 1. Preglaze door and frame units to greatest extent possible, in coordination with installation and hardware requirements.
 - 2. Do not drill and tap for surface-mounted hardware items until time of installation at project site.
 - 3. Perform fabrication operations, including cutting, fitting, forming, drilling and grinding of metal work in manner which prevents damage to exposed finish surfaces. For hardware, perform these operations prior to application of finishes.
- C. Welding: Comply with AWS recommendations to avoid discoloration; grind exposed welds smooth and restore mechanical finish.
- D. Reinforcing: Install reinforcing as necessary for performance requirements; separate dissimilar metals with bituminous paint or other separator which will prevent corrosion.
- E. Continuity: Maintain accurate relation of planes and angles, with hairline fit of contacting members.
- F. Fasteners: Conceal fasteners wherever possible.

- G. Weatherstripping: For exterior doors, provide compression weatherstripping against fixed stops; at other edges, provide sliding weatherstripping retained in adjustable strip mortised into door edge.
 - 1. Provide EPDM/vinyl blade gasket weatherstripping in bottom door rail, adjustable for contact with threshold.

2.6 STOREFRONT FRAMING SYSTEM

- A. General: Provide inside-outside matched center glazed system with provisions for glass replacement. Shop-fabricate and preassemble frame components where possible.

2.7 ALUMINUM DOOR FRAMES

- A. Fabricate tubular and channel frame assemblies, as indicated, with either welded or mechanical joints in accordance with manufacturer's standards, reinforced as necessary to support required loads.

2.8 STILE-AND-RAIL TYPE ALUMINUM DOORS:

- A. Frame: Provide tubular frame members, fabricated with mechanical joints using heavy inserted reinforcing plates and concealed tie-rods or j-bolts, or fabricate with structurally welded joints, at manufacturer's option.
- B. Design:
 - 1. Provide doors equal to Model 500 by Kawneer, wide stile design with 8" high horizontal crossrail.
- C. Glazing: Fabricate doors to facilitate replacement of glass or panels, without disassembly of door stiles and rails. Provide snap-on extruded aluminum glazing stops, with exterior stops anchored for non-removal.

2.9 FINISHES

- A. Baked Enamel Finish: Premium color selection equal to Kawneer #22 Stock Permafluor Architectural Coating (Hylar 5000 or Kynar 500), factory applied and oven baked for a topcoat thickness of 1.0 - 1.3 mils.
 - 1. Color to be selected by Architect after bid date from manufacturer standards
 - 2. Color selections MUST include "White".

PART 3 - EXECUTION

3.1 PREPARATION

- A. Field Measurement: Wherever possible, take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of work.

3.2 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations for installation of aluminum entrances.
- B. Set units plumb, level, and true to line, without warp or rack of framing members, doors, or panels. Anchor securely in place, separating aluminum and other corrodible metal surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- C. Drill and tap frames and apply surface-mounted hardware items, complying with hardware manufacturer's instructions and template requirements. Use concealed fasteners wherever possible.
- D. Set sill members and other members in bed of sealant as indicated, or with joint fillers or gaskets as indicated to provide weathertight construction. Comply with requirements of Division 7 for sealants, fillers, and gaskets.
- E. Refer to "Glass and Glazing" section of Division 8 for installation of glass and spandrel panels indicated to be glazed into framing, and not preglazed by manufacturer.

3.3 ADJUST AND CLEAN:

- A. Adjust operating hardware to function properly, without binding, and to prevent tight fit at contact points and weatherstripping.
- B. Clean completed systems, inside and out, promptly after erection and installation of glass and sealants. Remove excess glazing and joint sealants, dirt, and other substances from aluminum surfaces.
- C. Institute protective measures and other precautions required to assure that aluminum entrances and storefronts will be without damage or deterioration, other than normal weathering, at time of acceptance.

END OF SECTION

SECTION 08700 - FINISH HARDWARE

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 this Section.

1.2 SUMMARY

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.
- B. This Section includes the following:
 - 1. Hinges.
 - 2. Key control system.
 - 3. Lock cylinders and keys.
 - 4. Lock and latch sets.
 - 5. Bolts.
 - 6. Exit devices.
 - 7. Push/pull units.
 - 8. Closers.
 - 9. Overhead holders.
 - 10. Miscellaneous door control devices.
 - 11. Door trim units.
 - 12. Protection plates.
 - 13. Weather-stripping for exterior doors.
 - 14. Sound stripping for interior doors.
 - 15. Astragals or meeting seals on pairs of doors.
 - 16. Thresholds.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 8 Section "Standard Steel Doors and Frames" for silencers integral with hollow metal frames.
 - 2. Division 8 Section "Flush Wood Doors" for factory pre-fitting and factory pre-machining of doors for door hardware.
 - 3. Division 8 Section "Aluminum Entrances and Storefronts" for aluminum entrance door hardware, except cylinders.

1.3 HARDWARE ALLOWANCE

- A. Allowance of \$0,000.00 for Certified AHC (Architectural Hardware Consultant) & FDAI (Fire Door Assembly Inspector – document of certification from DHI must be provided) to visit job site upon substantial completion as directed by Architect. A written report will be required for the Owner, Architect, and Contractor

1.4 QUALITY ASSURANCE

- A. Door hardware supplier's responsibilities shall be as follows:
 - 1. Submittals: Submit through Contractor required product data, final hardware schedule;

separate keying schedule, and samples as specified in this Section, unless otherwise indicated.

2. **Hardware Review Meeting:** Hardware Supplier shall attend a scheduled "Hardware Review Meeting" with the Contractor, Owner and Architect representative. All Hardware products, hardware installation locations, finishes, color selections, ratings and keying is to be reviewed and discussed. The Hardware Supplier understands the Hardware Submittal is not deemed "Fully Approved" until the Owner has completed their review and given "Approval".
 3. **Construction Schedule:** Inform Contractor promptly of estimated times and dates that will be required to process submittals, to furnish templates, to deliver hardware, and to perform other work associated with furnishing door hardware for purposes of including this data in construction schedule. Comply with this schedule.
 4. **Coordination and Templates:** Assist Contractor as required to coordinate hardware with other work in respect to both fabrication and installation. Furnish Contractor with templates and deliver hardware to proper locations.
 5. **Product Handling:** Package, identify, deliver, and inventory door hardware specified in this Section.
 6. **Discrepancies:** Based on requirements indicated in Contract Documents in effect at time of door hardware selection, furnish types, finishes, and quantities of door hardware, including fasteners, and Owner's maintenance tools required to comply with specified requirements and as needed to install and maintain hardware. Furnish or replace any items of door hardware resulting from shortages and incorrect items at no cost to the Owner or Contractor. Obtain signed receipts from Contractor for all delivered materials.
- B. Contractor's responsibilities shall be as follows:
1. **Submittals:** Coordinate and process submittals for door hardware in same manner as submittals for other work.
 2. **Hardware Review Meeting:** Contractor is to schedule and attend a "Hardware Review Meeting" with the Owner, Hardware Supplier and Architect Representative. All Hardware products, hardware installation locations, finishes, color selections, ratings and keying is to be reviewed and discussed. The Contractor understands the Hardware Submittal is not deemed "Fully Approved" until the Owner has completed their review and given "Approval".
 3. **Construction Schedule:** Cooperate with door hardware supplier in establishing scheduled dates for submittals and delivery of templates and door hardware. Incorporate in construction schedule the times and dates related to furnishing hardware by door hardware supplier.
 4. **Coordination:** Coordinate door hardware with other Work. Furnish hardware supplier or manufacturer with shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier. Coordinate all wiring, raceways, accesses and final connections to all electronic devices and components per manufacturer requirements for a fully functioning system.
 5. **Product Handling:** Provide secure lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials.
 6. **Installation Information:** The general types and approximate quantities of hardware required for this Project are indicated at the end of this Section in order to establish Contractor's costs for installation and other work not included in allowance.
 7. No adjustments in Contract sum will be made for costs other than those covered by the allowances for subsequent increases or decreases in quantity of one or more hardware types that do not exceed 5 percent.

1.5 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification sections.

- B. Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- C. Final hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Upon return of the reviewed finish hardware schedule, arrange for a meeting with the Owner and representatives of Architect. A keying schedule will be established and submitted to the Architect and Owner. After review, the keying schedule will be returned to representatives of Finish Hardware Supplier so that permanent cylinders and keys can be prepared on a timely basis.

1.6 QUALITY ASSURANCE

- A. Substitutions: All substitution requests must be submitted before bidding and within the procedures and time frame as outlined in Division 1, General Requirements. Approval of products is at the discretion of the architect and his hardware consultant.
- B. Single Source Responsibility: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer.
- C. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for a minimum of 10 years, for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an experienced " Certified "architectural hardware consultant (AHC)" as recognized by the Door and hardware Institute (DHI). All submittals shall be signed by an AHC who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.
- D. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by UL, Warnock Hersey, FM, or other testing and inspecting organization acceptable to authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels.

1.7 PRODUCT HANDLING

- A. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of door hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.
- C. Inventory door hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.
- D. Deliver individually packaged door hardware items promptly to place of installation (shop or Project site).
- E. Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items that are not immediately replaceable so that completion of the Work will not be delayed by hardware losses both before and after installation.

1.8 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 HINGES

A. MANUFACTURERES

1. Ives
2. McKinney
3. Bommer

B. MATERIAL:

1. Provide only template produced units
2. Provide Phillips flat-head or machine screws for installation of units, except furnish Phillips flat-head wood screws for installation of units in to wood. Finish screw heads to match surface of hinges or pivots.
3. Hinge pins, except as noted, are to be provided as follows:
 - a. Steel Hinges: Steel pins
 - b. Non-ferrous Hinges: Stainless steel pins
 - c. Exterior Doors: Use Non-Removable Pins
 - d. Interior Doors: Non-rising pins
 - e. Electric Hinges: Non-removable pins
4. Tips shall be flat button and matching plug, finished to match leaves.
5. Provide number of hinges indicated but not less than three (3) hinges for door leaf of 90" or less in height and one additional hinge for each 30" of additional height.
6. Provide ball bearing hinges of the type and weight suggested by the hinge manufacturer for each type of door application.

2.2 LOCK CYLINERS AND KEYING:

A. MANUFACTURERES

1. Match existing keying system of the school.

B. MATERIAL

1. Existing System: Grandmaster key the locks to the Owner's existing system, with a new master key for the Project.
2. Review the keying system with the Owner and provide the type required (master, grandmaster or great-grandmaster), either new or integrated into Owner's existing system.
3. Metals: Construct lock cylinder parts from brass or bronze, stainless steel, or nickel silver.
4. Comply with Owner's instructions for master keying and, except as otherwise indicated, provide individual change key for each lock that is not designated to be keyed alike with a group of related locks.
5. Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol, and notation, "DO NOT DUPLICATE".
6. Key Material: Provide keys of nickel silver only.
7. Key Quantity: Furnish (3) change keys for each lock, (5) master keys for each master system, (5) grandmaster keys for each grandmaster system, (10) construction master keys.
 - a. Furnish one extra blank for each lock.
 - b. Furnish construction master keys to General Contractor.
 - c. Deliver keys to Owner.

2.3 LOCKSETS AND LATCHSETS

A. MANUFACTURERES

1. Schlage L9000 Series, 17A design
2. Corbin ML2000 Series, PSA Design
3. Sargent 8200 Series, LP Design

B. MATERIAL

1. Locksets and latch-sets of all manufacturers must conform to the requirements of Sub paragraphs 2 and be approved by the Architect.
2. Cylindrical Lock Type
 - a. Locksets and latch sets must conform to ANSI A156.2 Series 4000, Operational Grade 1, and be UL Listed.

2.4 EXIT DEVICES

A. MANUFACTURERES

1. Von Duprin 98 Series
2. Sargent 8000 Series
3. Precision 2100 Series

B. MATERIAL

1. All exit devices to be of one manufacturer and provided in same finish design as locksets.
2. Provide sex nuts and bolts for attachment of surface applied items to doors.
3. Devices shall be UL listed. Devices for fire rated openings shall bear factory installed UL markings that indicate approval for fire rated openings.
4. All exit devices shall be touch-bar type design.
5. All exit devices shall comply with ANSI A156.3, Grade 1.
6. Exit device lever trim shall be equal to Von Duprin break away vandal resistant #996L.

2.5 CLOSERS

A. MANUFACTURERES

1. LCN 4000 series
2. Sargent 281 Series
3. Norton 9500

B. MATERIAL

1. Size of units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.
 - a. Where parallel arms are indicated for closers, provide closer unit one size larger than recommended for use with standard arms.
 - b. Where manual closers are indicated for doors required to be accessible to the physically handicapped, provide adjustable units, ANSI opening force and delayed action closing.
2. Closers are to be fully hydraulic, rack and pinion action with high strength cast iron cylinders and one piece forged steel pistons. Closer Piston diameter at exterior doors shall be minimum 1½". Hydraulic regulation to be controlled by tamper-proof, non-critical screw valves, adjustable with a hex by tamper-proof, non-critical screw valves, adjustable with a hex wrench. Separate adjustments for back check, general speed, and latch speed. Where detailed in the door hardware sets, provide delayed action feature to delay closing up to one

minute for maximum opening to approximately 75. Back check shall be properly located for protection of the door, frame and applied hardware.

3. All door closers shall comply with ANSI A156.4 Grade 1 and meet the standards of ANSI A117.1 for barrier-free accessibility.
4. Provide closers with full metal covers.
5. All closers are to be through bolt mounted. All door closers are to be installed using manufacturer supplied fasteners. Substitution of manufacturers supplied fasteners is not permitted.
6. All surface door closers are to be provided with required mounting brackets, mounting plates, drop plates, shims, spacers, arms, special templating, etc. as required for the specified closer and arm function, whether specified in the door hardware sets or not.

2.6 OVERHEAD STOPS AND HOLDERS

A. MANUFACTURERES

1. Glynn Johnson
2. Sargent
3. Rixson

B. MATERIAL

1. Conform to ANSI A156.8 Grade 1.

2.7 PUSH/PULLS & PROTECTION PLATES

A. MANUFACTURERES

1. Ives
2. Trimco
3. Burns

B. MATERIAL

1. Provide manufacturers standard exposed fasteners for installation, through bolted for matched pairs, but not of single units.
2. Provide 16 gauge minimum thickness for plates.
3. Where specified in the schedule, push/pulls shall have an antimicrobial coating.

2.8 THRESHOLDS, WEATHERSTRIPPING & GASKETING

A. MANUFACTURERES

1. Zero
2. National Guard
3. Pemko

B. MATERIAL

1. Provide continuous weather-stripping at each edge of every exterior door leaf, except as otherwise indicated.
2. Provide type, size and profile shown as scheduled.
3. Provide non-corrosive fasteners as recommended by manufacturer for application indicated. Do not specify adhesive backed weather-strip or gasket material.
4. Where replaceable seal strips are scheduled, provide only those units where resilient or flexible seal strip is easily replaceable from stocks maintained by manufacturer.
5. Provide standard metal threshold unit of type, size and profile shown as scheduled.

2.9 FINISHES

- A. Hardware finishes shall conform to ANSI and shall be as listed below for aluminum, FRP, hollow metal and wood doors:
- B. Finishes Table:

Butt Hinges	652 Satin Chrome Plated Steel
Continuous Geared Aluminum Hinges	628 Clear Anodized Aluminum, except at aluminum storefront doors. At Aluminum storefront doors, provide anodized or Kynar finish as required to match specified door finish.
Cont. Pin & Barrel Hinges	630 Satin Stainless Steel
Flush Bolts	626 Satin Chrome Plated
Locksets	626AM Satin Chrome Plated, Anti-Microbial
Exit Devices	626AM Satin Chrome Plated, Anti-Microbial
Door Closers	689 Powder Coat Aluminum
Push Plates	630AM Satin Stainless Steel, Anti-Microbial
Pull Plates	630AM Satin Stainless Steel, Anti-Microbial
Protective Plates	630 Satin Stainless Steel
Door Stops	626 Satin Chrome Plated
Overhead Holders	630 Satin Stainless Steel

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install each hardware item in compliance with manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, reinstall each item.
1. Do not install surface mounted items until finishes have been completed on the substrate.
- B. Conform to ANSI A117.1 for positioning requirements for the handicapped.

3.2 PROTECTION AND CLEANING

- A. After installation, clean metal surfaces on both interior and exterior of all mortar, paint and other contaminants. After cleaning, protect work against damage.

3.3 FINAL ADJUSTMENT

- A. Whenever hardware is installed more than one month prior to occupancy or acceptance, return during the week prior to acceptance or occupancy and make a final inspection and adjustment of all hardware items in such space or area.

3.4 SCHEDULE

END OF SECTION

SECTION 08800 – GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Glass for doors
 - 2. Glazing sealants and accessories.

1.2 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass as defined in referenced glazing publications.
- B. Glass Fabricators: Firms that produce the fabricated glass products. Fabrication processes include cutting, heat processing, insulating, spandrel, laminating and other as fabrication activities defined in referenced glazing publications.

1.3 REFERENCE STANDARDS

- A. American Society of Test and Material (ASTM)
 - 1. ASTM C1036: Standard Specification for Flat Glass
 - 2. ASTM C1048: Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass
 - 3. ASTM C1172: Standard Specification for Laminated Architectural Flat Glass
 - 4. ASTM C1376: Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Glass.
 - 5. ASTM E119: Standard Test Methods for Fire Tests of Building Construction and Materials
 - 6. ASTM E1886: Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
 - 7. ASTM E1996: Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes
 - 8. ASTM E 2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation
- B. American National Standards Institute (ANSI)
 - 1. ANSI z97.1: For Safety Glazing Materials Used In Buildings - Safety Performance Specifications And Methods Of Test
- C. Consumer Products Safety Commission
 - 1. CPSC 16 CFR 1201: Safety Standard for Architectural Glazing Materials
- D. International Code Council
 - 1. ICC 500: ICC/NSSA Standard for the Design and Construction of Storm Shelters
- E. Underwriters Laboratory (UL)
 - 1. UL 263: Standard for Fire Tests of Building Construction and Material
 - 2. UL 9: Standard for Fire test of Window Assemblies
 - 3. UL 10B: Standard for Fire Tests of Door Assemblies
 - 4. UL 10C: Standard for Positive Pressure Fire Tests of Door Assemblies
- F. National Fire Protection Association (NFPA)
 - 1. NFPA 80: Standard for Fire Doors and Other Opening Protectives

2. NFPA 257: Standard on Fire Test for Window and Glass Block Assemblies

3. NFPA 252: Standard Methods of Fire Test of Door Assemblies

1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product provide performance characteristics, certificates of compliance, installation instructions, and cleaning and maintenance instructions.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12" x 12" inches (300 mm) square. For each type of sealant/gasket exposed to view; 12" length sample. Install sealant/gasket sample between two strips of materials representative of adjoining framing system in color.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

- A. Preconstruction adhesion and compatibility test report.

1.7 QUALITY ASSURANCE

- A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
- B. Single Source Responsibility: Provide materials obtained from one source for each type of glass and glazing product indicated

1.8 PRECONSTRUCTION TESTING

Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.

- 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect glass and glazing materials during delivery, storage and handling to comply with manufacturer's directions and as required to prevent edge damage to glass, and damage to glass and glazing materials from effects of moisture including condensation, of temperature changes, of direct exposure to sun, and from other causes.

1.10 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing material manufacturer or when joint substrates are wet due to rain, frost, condensation or other causes. Install glazing sealants only when temperatures are in middle third of manufacturer's recommended installation temperature range.

1.11 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

1. Warranty Period: Ten (10) years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
 1. Warranty Period: Five (5) years from date of Substantial Completion.
- C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
 1. Warranty Period: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Approved Manufacturers: Subject to compliance with requirements, provide AGC Glass North America, Inc or approved equal product by one of the following:
 1. Vitro Architectural Glass (Basis of Design)
 2. Guardian Glass.
- B. Approved Fabricators: Subject to compliance with requirements
 1. American Insulated Glass
 2. OldCastle Building Envelope
 3. Trulite Glass and Aluminum Solutions
 4. Tristar Glass

2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design glazing. A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined according to the 2021 International Building Code and ASTM E 1300.
 1. Design Wind Pressures: As indicated on Drawings.
 2. Design Snow Loads: As indicated on Drawings.
- C. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
 1. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 7.3 computer program, expressed as Btu/sq. ft. x h x deg F.

2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBNL's WINDOW 7.3 computer program.
3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 1. GANA Publications: "Laminated Glazing Reference Manual", "Glazing Manual", and "Sealant Manual".
 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.
- F. Heat-Treated Float Glass: Where heat treated float glass is required or indicated provide glass in accordance to ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
 2. For uncoated glass, comply with requirements for Condition A.
 3. For coated vision glass, comply with requirements for Condition C (other coated glass).

2.4 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.
- B. Tinted Annealed Float Glass: ASTM C 1036, Type I, Class 2 (tinted), Quality-Q3.
Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- C. Sputtered Coated Low-Emissivity Clear Vision Glass, ASTM C 1376, Kind CV (coated vision glass), coated by sputtered process, ASTM C 1036, Type I, Class I (clear) or Class 2 (tinted) as indicated, Quality-Q3.

2.5 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.
 1. Sealing System: Dual seals.

- a. Primary Seal: Polyisobutylene
- b. Secondary Seal: Two-part Silicone
- 2. Spacer: Manufacturer's standard spacer material and construction
 - a. Color: As select by architect from fabricators full range of colors

2.6 GLAZING SEALANTS

A. General:

- 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.

B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Dow Corning Corporation.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. May National Associates, Inc.; a subsidiary of Sika Corporation.
 - d. Pecora Corporation.
 - e. Sika Corporation.
 - f. Tremco Incorporated.

C. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 50, Use NT.

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. BASF Corporation-Construction Systems.
 - b. Dow Corning Corporation.
 - c. GE Construction Sealants; Momentive Performance Materials Inc.
 - d. May National Associates, Inc.; a subsidiary of Sika Corporation.
 - e. Pecora Corporation.
 - f. Polymeric Systems, Inc.
 - g. Sika Corporation.
 - h. Tremco Incorporated.

D. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Bostik, Inc.
 - b. Dow Corning Corporation.
 - c. GE Construction Sealants; Momentive Performance Materials Inc.

- d. May National Associates, Inc.; a subsidiary of Sika Corporation.
 - e. Polymeric Systems, Inc.
 - f. Schnee-Morehead, Inc., an ITW company.
 - g. Sika Corporation.
 - h. Tremco Incorporated.
- E. Glazing Sealant: Acid-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. BASF Corporation-Construction Systems.
 - b. Bostik, Inc.
 - c. Dow Corning Corporation.
 - d. GE Construction Sealants; Momentive Performance Materials Inc.
 - e. May National Associates, Inc.; a subsidiary of Sika Corporation.
 - f. Pecora Corporation.
 - g. Polymeric Systems, Inc.
 - h. Schnee-Morehead, Inc., an ITW company.
 - i. Sika Corporation.
 - j. Tremco Incorporated.
- F. Glazing Compounds for Fire-rated Glazing Materials
- 1. Glazing Compound: DAP 33 putty
 - 2. Silicone Sealant: One-part neutral curing silicone, medium modulus sealant, Type S;
 - 3. Grade NS; Class 25 with additional movement capability of 50 percent in both extension and compression (total 100 percent); Use (Exposure) NT; Uses (Substrates) G, A, and O as applicable. Available Products:
 - a. Dow Corning 795 - Dow Corning Corp.
 - b. Silglaze-II 2800 - General Electric Co.
 - c. Spectrem 2 - Tremco Inc

2.7 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - 1. AAMA 804.3 tape, where indicated.
 - 2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 - 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
 - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
 - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

- C. Fire-rated Glazing Tape: Closed cell polyvinyl chloride (PVC) foam, coiled on release paper over adhesive on two sides, maximum water absorption by volume of 2 percent. Glass panels that exceed 1,393 sq. inches for 90-minute ratings must be glazed with fire-rated glazing tape supplied by manufacturer.

2.8 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Non-Fire Rated Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- C. Fire-rated Setting Blocks: Neoprene, EPDM, or silicone; tested for compatibility with glazing compound; of 70 to 90 Shore A hardness.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant where indicated.

- F. Center glass lites in openings on setting block and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape where indicated.

3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.5 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
 - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- B. Remove and replace glass that is damaged during construction period.
- C. Wash glass on both faces not more than 4 days prior to date scheduled for inspection intended to establish date of substantial completion in each area of the project. Wash glass with methods as recommended by glass manufacturer.

3.6 INSULATING GLASS SCHEDULE

- A. Glass Type [IG-3]: **Solarban 70** Tinted Low-E insulating glass.
 - 1. Basis-of-Design Product: Vitro Architectural Glass.
 - 2. Overall Unit Thickness: 1 inch (25 mm).

3. Minimum Thickness of Each Glass Lite: 6 mm.
4. Outdoor Lite: Tinted fully tempered float glass.
5. Tint Color: Pure Grey, Bronze or Forest Green.
 - a. Color to be selected by Architect after Bid Date.
6. Interspace Content: Air.
7. Indoor Lite: Clear fully tempered float glass.
8. Low-E Coating: Sputtered on second surface
9. Winter Nighttime U-Factor: .29 maximum.
10. Summer Daytime U-Factor: .27 maximum.
11. Visible Light Transmittance:
 - a. Pure Grey -36 percent minimum.
 - b. Bronze -39 percent minimum.
 - c. Forest Green -48 percent minimum.
12. Solar Heat Gain Coefficient:
 - a. Pure Grey -.25 maximum.
 - b. Bronze -.25 maximum.
 - c. Forest Green -.25 maximum.
13. Safety glazing required.

END OF SECTION

SECTION 09900 - PAINTING

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 painting work is indicated on drawings and schedules, and as herein specified including accent painting.
- B. Work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.
 - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatments specified under other sections of work.
- C. Work includes field painting of exposed bare and covered pipes, conduits and ducts (including color coding), and of hangers, exposed steel and iron work, and conduits and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- E. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.
- F. Following categories of work are not included as part of field-applied finish work.
 - 1. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, elevator entrance doors and frames, elevator equipment, and finished mechanical and electrical equipment, including light fixtures, switchgear and distribution cabinets.
 - 2. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
 - 3. Finished Metal Surfaces: Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.
 - 4. Operating Parts: Unless otherwise indicated, moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting.
- G. Following categories of work are included under other sections of these specifications.
 - 1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.
 - 2. Unless otherwise specified, shop priming of fabricated components such as shop-fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these specifications.
- H. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples: Prior to beginning work, Architect will furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review. Submit samples for Architect's re- view of color and texture only.
- C. Provide a listing of material and application for each coat of each finish sample. Provide a 4' x 4' sample application of each color paint for Architect's approval prior to final ordering of product. Sample application shall be applied in an inconspicuous place, satisfactory to the Architect.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.
 - 2. Fed. Spec. number, if applicable.
 - 3. Manufacturer's stock number and date of manufacturer.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Thinning instructions.
 - 7. Application instructions.
 - 8. Color name and number.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degree F and 90 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degree F and 95 degree F, unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
 - 1. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers are listed as acceptable substitutions to the establish minimum standards. Sherwin Williams Products are listed as the standard of product performance and quality.
 - 1. Sherwin Williams Paint Company (SW)
 - 2. Benjamin Moore and Co. (Moore).
 - 3. Pittsburgh Paints (PPG).
- B. 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. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
 - 1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
 - 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
 - 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

PART 3 – EXECUTION

3.1 INSPECTION

- A. **Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator. If work is begun before satisfactory conditions are met, then it shall be the Applicators' responsibility for the finish surfaces conditions.**
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 1. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
 - 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

3. Contractor MUST remove ALL foreign matter/material not pertinent to new paint from all surfaces before application of any new paint. Foreign matter/material includes, but is not limited to, flaking paint, tape, tacks, nails, poster gum, adhesives of any kind etc.
 4. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
- B. Cementitious Materials: Prepare cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.
1. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
 2. Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid and allow to dry before painting.
- C. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
 2. When transparent finish is required, use spar varnish for backpriming.
 3. Backprime all exposed exterior wood. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
 4. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.
- D. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
1. Touch-up shop-applied prime coats wherever damaged or bare. Clean and touch-up with same type shop primer.
- E. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. If film exists, remove film and strain paint material.

3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.
 1. Provide finish coats which are compatible with prime paints used.

2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness not less than specified thickness.
 3. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
 4. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
 5. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
 6. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.
 7. Sand lightly between each succeeding enamel or varnish coat.
 8. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Prime Coats: Apply prime coat where required to be painted or finished, and which has not been primed coated by others.
1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- F. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
1. Provide satin finish for final coats, unless otherwise indicated.
- G. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
 2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated

weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.

- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each day.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - 1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- D. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.7 EXTRA STOCK

- A. Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.
 - 1. Paint: Furnish not less than one gallon for each type and color, applied.

3.8 INTERIOR PAINT SCHEDULE

A. GENERAL

- 1. Provide the following paint systems for the various substrates, as indicated on drawings, schedules and specifications.
- 2. Paint all exposed metals (steel framing, mechanical ducts, conduit, etc.) unless otherwise indicated on drawings.
- 3. Painter shall identify all fire and smoke partitions above lay in ceilings as follows: Wording shall be "FIRE AND SMOKE BARRIERS - PROTECT ALL OPENINGS" (4" high), to be applied every 8'-0" on center.

B. INTERIOR METALS

- 1. Structural Steel / Metal Building Components.
 - a. Epoxy Egshel Finish.
 - i. 2 coats over primer with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66W01310 (5 – 10 mils wet, 1.9 – 3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy EgShel Finish, B73-360 Series (5.0 – 12.0 mils wet, 2.0 – 5.0 mils dry per coat).
 - iv. 3rd Coat: S-W Pro Industrial Waterbased Catalyzed Epoxy EgShel Finish, B73-360 Series (5.0 – 12.0 mils wet, 2.0 – 5.0 mils dry per coat).
- 2. Zinc-Coated Metal

- a. Alkyd Gloss Enamel Finish.
 - i. 2 Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat) .
 - iii. 2nd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series.
 - iv. 3rd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series, (2-4 mils dry per coat).
 - b. *(Contractor Option)* Waterbased Alkyd Gloss Enamel Finish.
 - i. 2 Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series.
 - iv. 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series, (1.4 – 1.7 mils dry per coat).
3. Ferrous Metal
- a. Alkyd Gloss Enamel Finish.
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series.
 - iv. 3rd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series, (2-4 mils dry per coat).
 - b. *(Contractor Option)* Waterbased Alkyd Gloss Enamel Finish..
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series.
 - iv. 3rd Coat: S-W Pro Industrial Water-based Alkyd Urethane Enamel, Gloss Finish, B53 Series, (1.4 – 1.7 mils dry per coat).

C. INTERIOR MASONRY UNITS

1. Existing Concrete Masonry Units (CMU).

- a. If existing concrete block walls are covered with an enamel paint finish, the following shall be used:
 - i. 1st Coat: S-W Extreme Bond Primer, B51W00150 (3.1 mils wet, .9 mils dry).
 - ii. 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31W12651 Series.
 - iii. 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31W12651 Series (4 mils wet, 1.5 mils dry per coat) .
- b. If the existing concrete block walls are covered with a latex paint finish, the following shall be used:
 - i. 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4 mils wet, 1.0 mils dry).

- ii. 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31W12651 Series.
- iii. 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31W12651 Series (4 mils wet, 1.5 mils dry per coat).

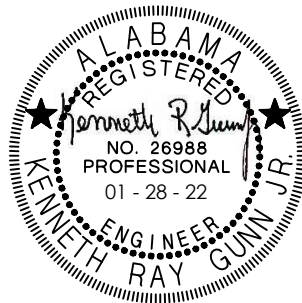
D. INTERIOR WOODWORK

- 1. Painted Woodwork.
 - a. Interior Semi-Gloss Acrylic Latex with dry film thickness not less than 3.8 mils.
 - i. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W02600 (4 mils wet, 1.0 mils dry).
 - ii. 2nd Coat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss Finish, B31W02651 Series.
 - iii. 3rd Coat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss Finish, B31W02651 Series (4 mils wet, 1.5 mils dry per coat).

END OF SECTION

DIVISION 16

ELECTRICAL



Prepared by Kenneth R. Gunn Jr. P.E.

SECTION 16100
ELECTRICAL

PART 1 - GENERAL

1.01. RELATED DOCUMENTS:

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

1.02. QUALIFICATIONS OF ELECTRICAL CONTRACTORS:

- A. Electrical contractor must be properly established as an electrical contractor by the State of Alabama. Electrical contractor shall have had previous experience in the satisfactory installation of at least three systems of this type and size in the State of Alabama.

1.03. CODES, PERMITS AND INSPECTIONS:

- A. Comply with applicable laws of the community, with latest edition of National Electrical Code (NEC), NFC 70, and the International Building Code (IBCC) or the edition adopted by the local authority having jurisdiction, where not in conflict with those laws, and with the service rules of the local utility company.
- B. Obtain and pay for all permits and deposits and arrange for inspections as required.
- C. After completion of the work, submit certificate of final inspection and approval from the local electrical inspector, certifying that the installation complies with all regulations governing same.

1.04. MATERIALS:

- A. All materials shall be new, and UL approved where a standard has been established.
- B. Manufacturers' names and model numbers shown on the plans and in the specifications are given to indicate the type and general quality of items to be provided. Equal products by other manufacturers will be accepted.
- C. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect/Engineer has been presented in writing, with samples if requested by the Architect/Engineer. All prior approvals must have the approval of the engineer of record at the offices of Gunn and Associates, P.C. located at 3102 Highway 14, Millbrook, AL 36054, Phone: 334-285-1273
- D. All proposed substitutions shall be approved in writing at least ten (10) days prior to the bid date.
- E. It shall be understood that the Architect/Engineer has the authority to reject any material or equipment used which is not specified or approved, or showing defects of manufacture or workmanship, before or after such material or equipment is installed.

1.05. WORKMANSHIP:

- A. Execute all work so as to present a neat and workmanlike appearance when completed.

1.06. DESCRIPTION OF WORK:

- A. Furnish all labor and materials required to complete the electrical work indicated on the drawings or herein specified. Major work included in Section 16 shall be:
- B. Prior to bid it is the contractor's responsibility to re-affirm with the power company the service requirements to the facility as indicated on the electrical drawings. If any changes or additions to the service lateral installation indicated on the drawings is required by the utility company the contractor shall include the cost of these changes in his/her bid. Additionally, any/all charges for electrical service to the facility (aid-to-construction) by the utility company shall be included in the contractor's bid price.

- C. Remove or relocate all electrical or electronic services located on or crossing through the project property, either above or below grade, which would obstruct the construction of the project or conflict in any manner with the complete project or any code pertaining thereto.
- D. Furnish and install a complete electrical light and power system including but not limited to the connection of all meters, switchboards, panelboards, circuit breakers, power outlets, convenience outlets, lighting fixtures, switches, and/or other equipment forming part of the electrical system.
- E. Furnish and install a complete system of outlet boxes, face plates, conduit raceways, backboard, and service entrance conduit for the communications system.
- F. Furnish and install a complete system of outlet boxes, face plates, conduit raceways, Category 6 cables, backboards, patch panels, and fiber optic cables and patch panels for the Data System.
- G. Connect all electrical equipment whether furnished by this contractor or by others.
- H. Furnish and install all disconnect switches not included as an integral part of equipment.
- I. Furnish and install a complete Fire Alarm System compliant with applicable provisions of the International Building Code (IBC) and the National Fire Protection Association (NFPA) Standard No. 72.
- J. Furnish and install a complete Intercom System.
- K. Complete the alterations, additions, and renovations to the electrical system in the existing building as specified herein or as shown on the drawings.
- L. Procure and pay for permits and certifications as required by local and state ordinances and Fire Underwriters certificate of inspection.
- M. Visit the site and determine conditions that affect this contract. Failure to do so will in no way relieve the Contractor of his responsibility under his contract.
- N. Submit to the Architect a certificate of final inspection from local and/or state inspection authorities.
- O. Establish and maintain temporary electrical services for construction purposes.

1.07. DRAWINGS AND SPECIFICATIONS:

- A. This Contractor shall examine drawings and Specifications relating to the work of all trades and become fully informed as to the extent and character of work required and its relation to all other work in the project prior to submission of bid and prior to the start of any construction.
- B. Drawings and Specifications shall be considered as complementary each to the other. What is called for by one shall be as binding as if called for by both. Where conflicts occur, secure clarification from the Architect in advance of bidding; otherwise incorporate the more stringent conditions into the bid price.
- C. Omissions from the drawings and specifications or the mis-description of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work; they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- D. The drawings indicate diagrammatically the extent, general character, and the approximate location of the work to be performed. In the interest of clearness, the work is not always shown to scale or exact location. Check all measurements, locations of conduit, fixtures, outlets, and equipment with the detailed architectural, structural, and mechanical drawings, and lay out work so as to fit in with ceiling grids, ductwork, sprinkler piping and heads, and other parts. Take finished dimensions at the job site in preference to using scale dimensions.
- E. Where the work is indicated but with minor details omitted, furnish and install the work complete so as to perform its intended functions.

- F. Where doubt arises as to the meaning of the plans and specifications, obtain the Architect's decision before proceeding with parts affected; otherwise assume liability for damage to other work and for making necessary corrections to work in question.
- G. Except as noted above, make no changes in or deviations from the work as shown or specified except on written order of the Architect.

1.08. EXISTING CONDITIONS:

- A. Before submitting a bid, visit the site and ascertain all existing conditions.
- B. Make such adjustments in work as are required by the actual conditions encountered.
- C. No consideration will be given after bid opening for alleged misunderstandings regarding utility connections, integration of work with existing system, or other existing conditions.

1.09. SUBMITTALS:

- A. Follow procedure outlined in Division 1.
- B. Submittals shall be bound together and shall include a coversheet indicating the following:
 - 1. Project name
 - 2. Trade contractor's name
 - 3. Supplier's name
 - 4. Name and phone number of supplier's contact person
 - 5. A list of each item submitted with manufacturers' names and model numbers.
- C. Within 20 days of award of contract and prior to beginning any work on the project submit six (6) copies of manufacturer's drawings/data sheets for the following items to the Engineer for review:
 - 1. Conductors
 - 2. Cable Pulling tensions. Provide cable pull tension calculations (lateral and longitudinal) on all underground cable runs over 150 feet for cables sized #1 and larger. Provide one line diagram indicating pulling tensions on each run and number and size of each pull box along anticipated route. Calculations shall include changes in direction or elevation of feeder runs.
 - 3. Wiring Devices
 - 4. Conduit Wrapping Tape
 - 5. Panelboards
 - 6. Disconnect Switches
 - 7. Fire Stopping
 - 8. Lighting Control System: Include conduit and cable layout, terminal to terminal wiring showing color code and wire numbers, and complete technical data on each system component. Furnish the Owner one set of as built drawings at completion of the project. Coordinate with lighting control riser on drawings for further shop drawings requirements.
 - 9. Lighting Fixtures (include photometric data for each fixture)
 - 10. Fixture Support Equipment
 - 11. Data/Telecommunications System
 - a. Cable
 - b. Equipment
 - c. Installer qualifications
 - d. Makes and Model Numbers of Testing Equipment to be used.
 - 12. Secondary Surge Arresters
 - 13. **Fire Alarm System: Include conduit and cable layout, battery calculations, terminal to terminal wiring showing color code and wire numbers, and complete technical data on each system component. Additionally, the contractor or his/her fire alarm system vendor shall provide audibility calculations indicating compliance with all applicable provisions of NFPA 72 and the IBC. The contract drawings indicate a minimum design required to comply with applicable codes. However, since devices vary from manufacturer to manufacturer the contractor shall be responsible for furnishing any/all additional devices as required to provide audibility and visibility levels that comply with applicable sections of NFPA 72 and IBC. Furnish the Owner**

one set of as built drawings at completion of the project. Provide a copy of the fire alarm contractor's State Fire Marshal's Permit with the submittals for approval.

- 14. Fire Alarm Submittals: Alabama DCM projects will be required to provide a courtesy set of approved fire alarm submittals to the local fire department for their records. Not for review, but only for their records.**

15. J-Hooks

- D. Submit samples upon request.
- E. The Contractor is responsible for verifying all quantities and for verifying and coordinating dimensional data with the available space for items other than the basis of design.
- F. **Provide a 1/2" = 1'-0" scale drawing of all electrical rooms containing more than a single panelboard section or containing a panelboard and other electrical and/or mechanical equipment. These drawings shall be submitted along with equipment data sheets. Note we will no longer review submittals that does not have this information. Any delay will be the responsibility of the contractor for not submitting these drawings of the electrical rooms. Power submittals will be returned rejected without these drawings.**
- G. The contractor shall review and approve or make appropriate notations on each item prior to submittal to the architect. Submittals without contractor's approval will be rejected.
- H. Submittal reviews will be performed up to two times to review material submitted by contractor. Gunn & Associates will charge a review fee of a \$1,000 to review submittals starting the third time submitted. If contractor needs Gunn & Associates, P.C. to perform another review of material after submittals have been submitted and approved to change manufacturers. A review cost of \$1,000 per review. Payment must be received by Gunn & Associates prior to scheduling any additional reviews.

1.10. COORDINATION OF SERVICE WITH OTHER TRADES:

- A. It shall be the responsibility of the Electrical Contractor to coordinate the electrical service characteristics to each piece of electrically operated equipment with all trades providing electrically operated equipment.
- B. Within ten (10) working days of notification to proceed with construction from the Architect, the Electrical Contractor shall notify, in writing, all trades providing electrically operated equipment the characteristic of the electrical power being supplied to each piece of electrically operated equipment.
- C. A copy of this notification shall be provided to the General Contractor and the Architect.
- D. Be informed as to equipment being furnished by other trades, but not liable for added cost incurred by equipment substitutions made by others which require excess electrical wiring or equipment above that indicated on drawings or specified.
- E. The contractor providing the equipment shall be responsible for the additional costs.

1.11. PROGRESS OF WORK:

- A. Schedule work as necessary to cooperate with other trades, Do not delay other trades. Maintain necessary competent mechanics and supervision to provide an orderly progression of the work.

1.12. PROTECTION OF PERSONS AND PROPERTY DURING CONSTRUCTION:

- A. Take all precautions necessary to provide safety and protection to persons and the protection of materials and property.
- B. Protect items of equipment from stains, corrosion, scratches, and any other damage or dirt, whether in storage, at job site or installed. No damaged or dirty equipment, lenses, or reflectors will be accepted.
- C. Live panelboards, outlets, switches, motor control equipment, junction boxes, etc., shall be protected against contact of live parts and conductors by personnel.

1.13. CLEANING UP:

- A. During the progress of work, keep the Owner's premises in a neat and orderly condition, free from accumulation of debris resulting from this work. At the completion of the work, remove all material, scrap, etc. not a part of this Contract.

1.14. AS-BUILT DRAWINGS, AND OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Prior to the Final Acceptance Inspection the Contractor shall turn over to the Architect one set of reproducible "as built" drawings, including corrected fire alarm system shop drawings, three (3) sets of all equipment catalogs and maintenance data, manufacturers' warranties, and three (3) sets of shop drawings on all equipment.

1.15. TESTING:

- A. Upon completion of the work, conduct a thorough test in the presence of Architect or his representative, and demonstrate that all systems are in perfect working condition.

1.16. INSPECTIONS:

- A. The contractor shall have all systems ready for operation and an electrician available to remove panel fronts, coverplates, fixture doors, etc., at the final inspection and any other scheduled inspections.
- B. It is the contractor's responsibility to have the job ready for inspections when they are scheduled. We will perform inspections as required by our contract. If project is not ready during inspection and requires a re-inspection by Gunn & Associates, then the contractor shall pay Gunn & Associates, P.C. for the re-inspection. The payment shall be made directly to Gunn & Associates, P.C. in the amount to be determined by engineer. Not to exceed \$1,500 for single re-inspection fee. Payment must be received by Gunn & Associates prior to scheduling re-inspection.

1.17. DEMONSTRATION:

- A. By on-off, stop-start operation, demonstrate to the Owner or his representative, the use, working, resetting, and adjusting of each and every system. Submit statement initialed by the Owner that such demonstration has been made.

1.18. WARRANTY:

- A. Warrant the entire electrical system in proper working order. Replace, without additional charge, all work or material that may develop defects (ordinary wear and tear or damage resulting from improper handling excepted) within a period of one year from date of final to general contractor. Provide the owner with two bound copies of all manufacturers' warranties.
- B. Data and Telecommunications system cabling shall be warranted for a minimum of 15 years.

1.19. TEMPORARY SYSTEMS:

- A. The Electrical Contractor shall be responsible for furnishing and installing equipment and materials necessary for providing electrical power and lighting where needed for the construction of the project.
- B. Electrical Contractor will be responsible for paying for and providing temporary construction power and lighting for entire job site. Coordinate with local jurisdictions and utility companies and pay all fees necessary to get temporary power to the job site. General Contractor shall be responsible for all monthly utility cost for duration of project or date of substantial completion.

1.20. SERVICE INTERRUPTION CLEARANCE WITH OWNER:

- A. Before submitting a proposal, check with the Owner concerning interruption of service to the existing electrical systems. No interruption shall be made except at such time and for such duration as approved by the Owner. The Contractor's bid shall include all necessary over-time and weekend work.

1.21. DEFINITIONS:

- "AWG" - American Wire Gauge
- "ADA" - Americans with Disabilities Act

"As required" - Any and all items required to complete the installation of an item so as to perform its intended function.
"Circuiting" - Conductors, raceways, raceway fittings, and associated hardware.
"EMT" – Electrical Metallic Tubing, "thin wall"
"IBC" – International Building Code
"Install" - furnish, install, and make all necessary connections to and/or for the item(s) indicated or specified.
"NEC" - National Electrical Code, ANSI/NFPA 70, latest edition or the edition adopted by the authority having jurisdiction.
"Necessary" - Any and all items required to complete the installation of an item so as to perform its intended function.
"NEMA" - National Electrical Manufacturers' Association
"NFPA" - National Fire Protection Association
"PVC Conduit" – Rigid Nonmetallic Polyvinyl Chloride conduit
"RGS Conduit" – Rigid galvanized steel conduit
"UL" - Underwriters' Laboratories, Inc.

PART 2 - MATERIALS

2.01. GENERAL:

- A. This section includes all basic materials for raceways, fittings, busways, conductors, panelboards, switchboards, lighting fixtures and accessories, etc., as required for a complete installation.
- B. All materials shall be new and listed by the Underwriters Laboratories. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect has been presented in writing, with samples if requested by the Architect.
- C. It shall be understood that the Architect/Engineer has the authority to reject any material or equipment used which is not specified or approved, or showing defects of manufacture or workmanship, before or after such material or equipment is installed.

2.02. CONDUITS:

- A. Rigid Metal (Galvanized Steel-RGS) Conduit: Rigid metal conduit shall be mild steel piping, galvanized inside and outside, and conform to ASA Specification 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- B. Intermediate Metal Conduit (IMC): IMC shall be hot dipped galvanized inside and outside and manufactured in accordance with U.L. Standard #6 or #1242. By Allied or approved equal.
- C. Electrical Metallic Tubing (EMT): EMT shall be high grade steel electro-galvanized outside and lacquer or enamel coating inside and conform to ASA Specifications 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- D. Rigid Nonmetallic Conduit (PVC): PVC conduit where exposed shall be high impact Schedule 80; below ground and below or in slab PVC shall be of high impact Schedule 40 PVC and shall conform to Underwriters' Laboratories Standard UL-651. By Carlon, Krale Pittsburgh, R.G. Sloan or Southwestern.
- E. Rigid Aluminum: Rigid Aluminum conduit shall be manufactured from 6063, t-1 aluminum alloy and shall meet the requirements of Federal Spec. WW-C-540c and ANSI C80.5 and shall be U.L. listed in accordance with UL-6. Equal to products by V.A.W. of America.

2.03. COUPLINGS, FITTINGS, AND CONNECTORS:

- A. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Racor, or Republic.
- B. EMT: EMT fittings shall be all steel type setscrew or insulated throat compression type. Pressure indented or slip fit type will not be accepted. All connectors to be insulated. By Appleton, Efcor, Racor Steel City, or Thomas & Betts.

- C. PVC: PVC fittings shall be of high impact PVC Schedule 40 or Schedule 80 to match the installed conduit. Joints shall be made with PVC solvent cement as recommended by manufacturer. By Pittsburgh, R.G. Sloan or Carlon.
- D. Rigid Aluminum: Fittings used with Rigid Aluminum conduit shall be formed of the same alloy as the conduit or shall be copper free cast aluminum unless specifically indicated otherwise.

2.04. CONDUIT BODIES:

- A. Conduit bodies shall be malleable iron except in kitchen, dishwashing, and waste water treatment areas conduit bodies shall be copper free cast aluminum with stamped aluminum covers.
- B. Covers shall be screw retained with wedge nut or threaded body. Covers on bodies installed outdoors shall be approved and rated for installation outdoors.
- C. Bodies shall comply with NEC 370 and 373.
- D. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Raco, or Republic.
- E. Conduit cannot be used as ground. Provide separate insulated green grounding wire.

2.05. BUSHINGS:

- A. Bushings up to and including 1" shall have a tapered throat.
- B. Bushings 1-1/4" and larger shall be the insulating type.
- C. Grounding bushings shall be specification grade insulated grounding type bushings with tin plated copper grounding saddles and shall be equal to O-Z/Gedney Type BLG or HBLG.
- D. Bushings shall be zinc plated malleable iron or copper free cast aluminum.
- E. Bushings for terminating Data, Telecommunications, control, CATV, and similar conduits above ceilings and at backboards may be PVC or Polyethylene insulating bushings equal to those manufactured by Arlington Industries and Bridgeport Fittings.

2.06. EXPANSION FITTINGS:

- A. Conduit Expansion Joints shall be UL Listed.
- B. Expansion joints in rigid metal conduits shall consist of a threaded malleable iron body, pressure bushing, watertight packing, pressure ring, gasket, insulating bushing, and external grounding jumper, and shall be equal to O-Z Gedney Type AX with Type BJ bonding jumper.
- C. Expansion joints for EMT conduit shall be same as above with additional EMT couplings and connectors and shall be equal to O-Z Gedney Type TX with Type BJ bonding jumper.
- D. Expansion joints in PVC conduit shall be equal to Carlon Series E945.
- E. Expansion joints shall provide a minimum of 4" of conduit movement.

2.07. BELOW GRADE THRU WALL WATER SEALS:

- A. Thru wall water seals for conduits penetrating exterior below grade concrete walls shall be seal systems by O-Z/Gedney or The Metraflex Company.
- B. Thru wall water seals for conduits penetrating exterior below grade concrete walls shall be Metraseal thru wall water seals by The Metraflex Company.

2.08. CONDUIT ACCESSORIES:

- A. Conduit clamps and supports for metallic conduit shall be galvanized steel by Efcor, Steel City, or Mineralac. Conduit fittings by Appleton, Crouse-Hinds, O-Z/Gedney, Pyle-National or approved equal.
- B. Conduit clamps and supports for nonmetallic conduit shall be nonmetallic high impact PVC by Carlon, Pittsburg, or Sloan.
- C. Conduit clamps for aluminum conduits shall be stainless steel or cast copper free aluminum with stainless steel fasteners.

2.09. FLEXIBLE CONDUIT:

- A. Liquidtight flexible metal conduit:

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1. Neoprene-jacketed liquidtight flexible metal conduit.
2. Equal to Anaconda Sealtite.

2.10. ELECTRICAL TAPES:

- A. General use electrical tape shall be 8 mil (.008") thick, minimum, premium grade, pressure sensitive, flame retardant, vinyl electrical tape meeting UL 510, ASTM-D-3005, and MIL-I-24391C. The tape shall be equal to 3M No. 88 or Plymouth Premium 85 CW.
- B. Rubber tape used as primary tape shall be a 30 mil (.030") thick, minimum self-amalgamating, low voltage rubber tape rated for use through 600 V. Rubber tape shall be equal to 3M No. 2150 or Plymouth 122 Rubber Tape.
- C. Electrical filler tape shall be a 125 mil (.125") thick, minimum, self-amalgamating, low voltage insulating compound rated for use through 5 kV. Filler tape shall be equal to 3M SCOTCHFILL or Plymouth 125 Electrical Filler Tape.

2.11. PIPE WRAPPING TAPE:

- A. Pipe wrapping tape shall be a 10 mil (.010") thick, minimum, pressure sensitive, vinyl tape manufactured for pipe wrapping applications.
- B. The tape shall be UV, bacteria, and fungus resistant.
- C. The manufacturer's name and tape type shall be printed on the back of the tape.
- D. Pipe wrapping tape shall be equal to Plymouth Rubber Co. PLYWRAP 11, or 3M No. 50.

2.12. WIRE NUTS:

- A. Wire nuts for conductor splicing shall be winged type connectors with a square, plated steel spring and flame-retardant thermoplastic shell.
- B. The connector shall be rated for the number and size conductors being connected.
- C. The Wire Nuts shall be rated for 105°C. And UL 486C listed.
- D. Wire nuts shall be equal to connectors by Ideal/Buchanan, 3M/Scotch, or T & B,

2.13. SPLIT BOLT CONNECTORS:

- A. Split bolt connectors for splicing conductors shall be UL 486A listed, shall be tin plated copper, and shall have a hexagonal head and nut.
- B. Split bolt connectors for conductors sized AWG #4 and larger shall have a serrated spacer bar between conductors.
- C. Split bolt connectors for splicing conductors AWG #12 through #6 shall be equal to IlSCO Type SEL and Type SK for AWG #4 and larger conductors.

2.14. MULTI-TAP CONNECTORS:

- A. Multi-tap connectors shall be insulated type
- B. Multi-tap connectors shall be rated for the conductor sizes indicated on the drawings.
- C. The connectors shall be provided for the number of conductors indicated, including any future taps shown, plus a minimum of one additional tap.
- D. Multi-tap connectors shall be equal to IlSCO Type PCT or Type PED-CP.

2.15. WATERPROOF WIRE JOINTS:

- A. Splices made below grade shall be made connectors, UL listed as waterproof, for below grade applications.
- B. Waterproof Twist On Connectors for Up to 2#6 W/1#12 tap Conductors: Single piece wire nut pre-filled with silicone sealant. Sealant shall be rated for 45-400 degrees F. Connectors shall have same insulation rating as conductors. Sizes shall be available for connecting up to 2 #6 w1#12 tap conductors. Connectors shall be UL listed as waterproof for below grade applications and equal to Ideal Buchanan B-Cap Twist and Seal Wire Connectors, King Safety Products, Tyco/Raychem GelCap SL, or equal.

- C. Waterproof Stub Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for feeder wire sizes #14 through #2/0 and tap wire sizes of #14 through #6. Connectors shall be UL listed as waterproof for below grade applications and equal to Tyco/Raychem GelCap SL.
- D. Waterproof In-line Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #6 through #350 kcm. Connectors shall be equal to Tyco/Raychem GTAP.
- E. Waterproof Splice Kit for Conductors above #2/0: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #14 through #2/0. Connectors shall be equal to Tyco/Raychem GHFC.

2.16. PLASTIC MARKING TAPE FOR MARKING UNDERGROUND CABLES AND CONDUITS:

- A. Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch.
- B. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise.
- C. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep.
- D. The tape shall be of a type specifically manufactured for marking and locating underground utilities.
- E. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.
- F. Tape color shall be as specified in the table below and shall bear a continuous printed inscription describing the specific utility.

Red:	Electric
Orange:	Data, Telephone, Television,

2.17. FIRE STOPPING:

- A. Fire sealant shall be intumescent caulk, putty, sheet and/or wrap/strip as required to attain the proper rating.
- B. Caulk shall be equal to 3M CP25 N/S and/or S/L.
- C. Putty shall be equal to 3M Fire Barrier Moldable Putty.
- D. Sheet equal to 3M CS195.
- E. Wrap/strip equal to 3M FS195.
- F. Equal products by Dow Corning, Hilti, and Metacaulk will be accepted.

2.18. SPACERS FOR CONCRETE ENCASED ELECTRICAL DUCTS:

- A. Spacers shall be interlocking high impact plastic assemblies, which provide horizontal and vertical spacing, and hold the ducts and re-bar, where applicable, in place.
- B. The spacers shall be equal to Carlon Snap-Lok Spacers.

2.19. JUNCTION BOXES (THRU 4-11/16"):

- A. Sheet Metal: To be standard type with knockouts made of hot dipped galvanized steel, By Steel City, Raco, Appleton or approved equal.
- B. Cast: To be type FS, FD, JB, GS or SEH as required for application.

2.20. JUNCTION AND PULL BOXES (LARGER THAN 4-11/16"):

- A. Shall be cast metal for all below grade exterior use and where indicated on plans. All other shall be oil tight, JIC boxes not less than 16 gauge, equal to Hoffman type "CH" boxes.

2.21. PULL BOXES:

- A. Galvanized sheet metal screw-cover type with UL label as produced by Austin, B & C Metal Stamping Company, E-Box, Hoffman, Wiegmann, or approved equal.

2.22. JUNCTION AND TERMINAL BOXES FOR AUXILIARY SYSTEMS:

- A. Junction boxes for auxiliary system circuiting splicing shall be formed of galvanized steel.
- B. Boxes shall have hinged front, locking door(s).
- C. Metal back plates shall be provided for mounting terminal strips or other devices.
- D. Screw terminal strips shall be provided with a minimum of 25 percent spare terminals.
- E. Boxes shall be sized to accommodate the terminal blocks and conductors, providing code required bending space.
- F. Boxes for auxiliary systems shall be manufactured by Austin, E-Box, Hoffman, or Wiegmann.
- G. Provide complete back boxes for all surface mounted devices. Back box shall have knockout on top and bottom as needed. Surface mounted junction boxes with devices mounted to it will not be accepted. Wiremold boxes will be accepted.

2.23. AUXILIARY GUTTERS (WIRING TROUGHS):

- A. Gutters shall be of sizes shown and/or required by the NEC (whichever is larger), constructed of code gauge, galvanized sheet steel, painted ANSI 61 gray.
- B. Gutters shall be UL listed and shall be of NEMA 3R construction in wet or damp locations or shall be as indicated on the drawings.
- C. Gutters shall be as produced by Austin, B & C Metal Stamping Company, E-Box, Hoffman, Wiegmann, or approved equal.

2.24. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

- A. Strut shall be 1-5/8" except where heavier strut is required to support the load, for rigidity, or where specifically indicated otherwise.
- B. Cold-formed steel, ASTM A 570 or A 446 GR A.
- C. Stainless Steel Strut: Type 304, ASTM A 240.
- D. Hot Dipped Galvanized Steel Strut: Zinc coated after manufacturing operations are complete, ASTM A 123 or A 153
- E. Electro-galvanized Steel Strut: Electrolytically zinc coated, ASTM B 633 Type III SC 1.
- F. Fittings: Same material as strut, ASTM A 575, A 576, A 36, A 635, or A 240.
- G. Zinc Primer: As recommended by strut manufacturer.
- H. Strut Systems shall be as manufactured by B-Line, Erico, Globe, Kindorf, MasterStrut, Power Strut, T&B SuperStrut, or Unistrut.

2.25. OUTLET BOXES:

- A. General: Except as noted, boxes shall be standard hot dipped galvanized steel at least 1-1/2" deep, of metal at least 1/16" thick; sized to accommodate devices and conductors per NEC Article 370; product of Appleton, National, Steel City, or approved equal.
- B. Ceiling and Wall Bracket Outlets: 4" octagonal boxes with plaster rings appropriate for finish surface.
- C. Typical boxes (for switches, receptacles and auxiliary systems):
 - 1. All junction boxes shall be recessed within the confines of the walls unless otherwise noted. Junction boxes shall be accessible by means of a coverplate or a standard junction box cover whichever is appropriate for the installation.
 - 2. 4" square boxes ganged as required. Box volume shall be in accordance with NEC Section 370 – provide extensions as required.
 - 3. Furnish with 3/4" plaster rings where employed in plaster, 1" tile covers where used in ceramic tile, 1" plaster rings where set in exposed concrete, and otherwise appropriate for surface and construction.

4. Use 4-11/16" square, 2-1/8" deep boxes where more than 10 conductors enter the boxes. Provide extensions as required to provide volume per NEC.
5. Where existing walls are furred out with shallow hatch channel and sheet rock then the contractor will be required to use a shallow junction as required.
6. All exposed junction boxes for receptacles, communications devices, switches, and fire alarm devices shall be provided with back boxes. Do not use standard stamped steel junction boxes when exposed. No exposed edges of devices plates will be allowed. No knockouts on the side of the box. Boxes shall be similar to Wiremold 500 & 700 Series or FS boxes. The wall plates will not be allowed to have overlap plates.
- D. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover.
- E. Boxes used with Exposed Conduit: 4" square utility boxes.
- F. Exterior Boxes: Galvanized cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney or approved equal will be accepted.
- G. Exterior Boxes: All receptacle boxes shall be recessed unless specifically called out not to be. This includes exterior receptacles in all masonry type walls including but not limited to Pre-cast, Brick, Block, etc.
- H. Boxes used with Recessed Lighting Fixtures: Provide a 4" square box with blank cover.
- I. Boxes in Dry Wall Construction: Sectional type switch boxes at least 2-1/2" deep may be used instead of typical box (but not where dry wall finish is applied over masonry back-up and not where multi-gang devices occur).
- J. Boxes installed exposed in kitchen and dishwashing areas shall be copper free cast aluminum with gasketed cast coverplates, without lift cover, unless specifically indicated otherwise on the drawings.
- K. All junction boxes shall be mounted in accessible locations. Provide access panels as needed in hard or detention surfaces to access.

2.26. CONDUCTORS AND CABLES:

- A. Power Conductors
 1. The ungrounded conductors (phase) and the grounded conductor (neutral) of each voltage system being installed shall be phase identified the full length of the conductor with the color characteristics manufactured in the insulation of cable from the cable manufacturer. Required color cable will then be installed for the specific voltage system as identified in these specifications.
 2. All conductors shall be copper with not less than 98% conductivity and with current carrying capacities per N.E.C. for 60°C. for sizes through #1 AWG and 75°C for conductors #1/0 and above.
 3. All conductors shall have manufacturer's name, type insulation, and conductor size imprinted on jacket at regular intervals.
 4. Conductors of size #10 and smaller shall be solid copper conductors with 600-volt type THHN or THWN insulation.
 5. Conductors of size #8 and larger shall be stranded copper conductors with 600-volt type THHN or THWN insulation.
 6. All motor branch circuits, HVAC, and plumbing equipment shall be stranded copper conductors with 600-volt type RHH-RHW insulation.
 7. All conductors installed in conduit below grade shall be rated for wet location.
 8. Manufacturer: Conductors shall be products of GE, Triangle, Phelps- Dodge, Anaconda, Rome, Habirshaw, General Cable, or approved equal.
 9. Fixture Wire:
 - a. Conductors feeding into fixtures, other than fluorescent fixtures, of 300 watts or less shall be #14, 200°C., type SF-2, for fixtures of more than 300 watts #12, 200 °C., type SF-2 shall be used.

- b. Conductors pulled through fluorescent fixtures shall have Type TFN or TFFN fixture wire, rated 90oC.
 - c. Conductors shall be by Dodge, Anaconda, Rome General Cable or Southwire.
- B. Control and Signal Wire: Conductor type TFF, minimum size #16 copper and fully color-coded, shall be used. Conductors shall be by Anaconda, Houston Wire & Cable, General Cable, Phelps Dodge, Rome, or Southwire.

2.27. WIRING DEVICES:

- A. General: Manufacturer's and catalog numbers listed are used to establish style, type and quality. Unless otherwise indicated on drawings, all wiring devices shall be UL listed, side-wired specification grade.
- B. Manufacturers: Equal devices by Hubbell, Leviton, Eaton and P & S will be accepted. All devices shall have plaster ears.
- C. Wall switches: 120/277V, 20A, AC, flush enclosed, quiet type switches with thermoplastic body and polycarbonate toggles. Switches shall meet Federal Specification WS-896. Switches shall be, Hubbell 1200 series, Leviton 1200 series, Eaton AH1200 series or P & S PS20AC series single pole, 2-pole, 3-way, or 4-way as required.
- D. Duplex receptacles (general purpose): 125V/20A flush duplex back and side wired hard use specification grade receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal and break-off fins for converting to 2-circuit use. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S 5362, Hubbell CR20, Eaton 5362 or Leviton 5362.
- E. Tamper Resistant Duplex receptacles, 125V/20A flush duplex, hospital grade, tamper resistant receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S TR62-H, Eaton TR8300 or Hubbell HBL8300SGDuplex combination 125/250-volt receptacles: receptacles shall be 20 amp, combination 125 volt (NEMA 5-20R)/250-volt (NEMA 6-20R) grounding receptacles.
- F. Ground Fault Circuit Interrupt Receptacles: 125V/20-amp ground fault circuit interrupting receptacle for personnel protection, NEMA 5-20R configuration, Equal to Hubbell #GF5362, Leviton #6599, Eaton SGF20 or P & S 2091. Each GFCI symbol on drawing indicates a GFCI type receptacle. Do not through-wire non-GFCI receptacles from GFCI receptacles where ground fault protection is required. All exterior receptacles shall be ground fault interrupting type with weatherproof coverplates.
- G. Faceless Ground Fault Circuit Interrupter: 125V, 20-amp ground fault circuit interrupter UL listed for personnel protection, equal to Hubbell GFR5350 Series, Leviton 6490, Eaton SGFD20 or Pass & Seymour Series 2081.
- H. Single Receptacles: Flush Bakelite receptacles with side wiring and grounding terminal, voltage, amperage, and configuration as required for circuit indicated.
- I. Each single or multi outlet receptacle, other than straight blade, 15 or 20 amp, 120 volts, NEMA 5-15R or NEMA 5-20R, shall be provided with matching cord plugs.
- J. Multioutlet Assemblies, Strip outlets, 15 amp, 125V, grounded, outlets on 6" centers, equal to Wiremold V20GBx06. Where x = length indicated on the drawings.
- K. Plugs for kitchen equipment to be plugged into wall mounted straight blade receptacles shall be angled type.
- L. Wiring devices shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and gray. Devices connected to the emergency generator shall be red in color.
- M. All receptacles shall be tamper-proof type receptacles where required by the National Electrical Code.

2.28. DEVICE PLATES:

- A. Type appropriate for the associated wiring device, equal to Sierra Stainless Steel Smoothline. Device plates shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and stainless steel. Provide single plate of proper gang where more than one device occurs (do not gang dimmers with rocker switches).
- B. Damp Location: 20 amp, 125 and 250-volt receptacles - Covers shall be weatherproof when plugs are not installed, provide cast aluminum weatherproof coverplates with single lift cover and gasket equal to Hubbell CWP26H.
- C. Wet Locations, 20 amp, 125 and 250-volt receptacles: Covers shall be weatherproof In-Use covers, rated NEMA 3R when in use and shall be constructed of cast aluminum with sealing gasket. Covers shall be equal to products by Hubbell, Leviton, Steel City, T & B, and Taymac.
- D. Coverplates for exposed cast aluminum boxes in kitchen and dishwashing areas shall be cast coverplates, without lift cover, unless specifically indicated otherwise on the drawings.
- E. Color: Wiring device cover plates shall be of color as indicated on drawings or directed by Architect. Devices must be available in ivory, brown, black, white, gray, and stainless steel.
- F. Jumbo and Mini-Jumbo plates will not be accepted.

2.29. OCCUPANCY SENSORS AND ACCESSORIES FOR LIGHTING CONTROL:

- A. Occupancy sensors shall be totally passive in nature, in that the sensors shall not emit or interfere with any other electronic device, or human characteristic. Sensors shall be dual technology, i.e.: Passive Infrared (PIR) and Microphonic.
- B. PIR shall initiate an "on" condition and the PIR or microphones shall maintain the load "on".
- C. Upon detection of human activity by the detector the lights shall come on and a time delay shall be initiated to maintain the lights on for a pre-set time period. The time delay shall be factory set and field adjustable from 30 seconds to 20 minutes.
- D. All devices shall be factory warranted for 5 years.
- E. All sensors shall be low voltage, 12 to 24 volts and shall work in conjunction with remote power packs.
- F. Occupancy sensors shall be as shown on drawings.

2.30. GROUNDING:

- A. Ground Rods shall be ¾" x 10' copperclad steel.
- B. All grounding conductors shall be copper.

2.31. DATA AND TELECOMMUNICATIONS SYSTEMS:

- A. Qualifications of Data and Telecommunications Systems Installer:
 - 1. The Cable installer sub-contractor shall be properly licensed and established in the business of data and telecommunications systems installation.
 - 2. Data and Telecommunications Cable Installers shall be certified as installers by BiCSi. Proof of Certification shall be provided prior to beginning installation.
 - 3. Cable installers shall be certified by the cable manufacturer and the connectivity hardware manufacturer and the entire structured cabling system covered by a manufacture/installer 15 year, minimum, warranty. Proof of Certification and Warranty agreement shall be provided prior to beginning installation.
- B. Data and Telecommunications Outlets:
 - 1. Data and Telecommunications outlets shall be modular, Category 6 outlets configured for T568B (AT&T) termination. See drawings for model numbers.
 - 2. Modules shall be mounted in brackets that allow use of standard receptacle faceplates. See drawings for model numbers.
 - 3. The face of modules/jacks shall be flush with the face of the coverplate.
 - 4. Each outlet coverplate shall be capable of housing a minimum of four (4) data/telecommunications jacks.
 - 5. Each Phone/Data outlet shall have a minimum of two (2) RJ45 Category 6 jacks installed, one telephone and one data.

6. Wall phone outlets for hanging phones shall have a stainless steel coverplate with integral lugs for modular wall hung phone installation complete with jack. Wall phone outlets shall be equal to Hubbell Series 630 plates.
 7. All unused jack ports shall be equipped with matching blank filler.
 8. Architect to select color of faceplate.
- C. Telecommunications and Data Cables:
1. Cables shall be warranted for a period of 15 years by the manufacturer and installing contractor.
 2. Data Cables:
 - a. Data cables shall be Cat 6 equal to Lanmark 1000.
 - b. Cable shall be plenum rated where required.
 - c. Cables shall be manufactured by Berk-Tek, Systimax, or Belden.
- D. Warranty: The entire Cat 6 and cabling system shall be warranted in writing by the cable manufacturer and certified contractor for a minimum of 15 years.

2.32. LIGHTING FIXTURES

- A. General:
1. All Lighting Fixtures shall be UL labeled.
 2. Fixtures installed in fire rated ceilings or ceiling assemblies shall be rated for installation in fire rated ceilings.
 3. Furnish fixtures complete with lamps, ballasts and internal wiring factory installed.
 4. Fixtures shall be furnished as specified herein and as shown on the fixture schedule on the plans. Catalog numbers shown are for basic units; furnish all fixtures complete with flexible connections, trim, plaster frames, and all other appurtenances necessary to the installation.
 5. Substitutions: Reference to a specific manufacturer's product is made to establish a standard of quality and design, and to give a general description of the basic type desired. Equal products by the listed manufacturers will be accepted subject to the Engineer's approval.
 6. It shall be the responsibility of the contractor to verify the exact type ceiling, type fixture mounting and trim, and recessing depth of all recessed fixtures prior to purchasing any fixtures.
 7. Stems on stem mounted fixtures shall be approved ball aligner type, swivel 30 degrees from vertical with swivel below canopy. Paint stems the same color as the fixture trim. Stems in unfinished areas may be unpainted conduit.
 8. High and low bay fixtures shall be equipped with safety chains. Every suspended fixture in Gymnasium shall have safety chains.
 9. Fixtures installed on the exterior of buildings, on poles, or on pedestals shall be rated for wet location installation.
 10. All lighting fixtures installed in gymnasiums, hangars or similar use areas shall be provided with wire guard.
- B. Emergency and Exit lighting Fixtures shall be equipped with a Self-testing module which shall perform the following functions:
1. Continuous monitoring of charger operation and battery voltage with visual indication of normal operation and of malfunction.
 2. Monthly discharge cycling of battery with monitoring of transfer circuit function, battery capacity and emergency lamp operation with visual indication of malfunction. The battery capacity test may be conducted by using a synthetic load.
 3. Manual test switch to simulate a discharge test cycle.
 4. Modules shall have low voltage battery disconnect (LVD) and brownout protection circuit.
 5. All lighting fixtures and exit signs shown as emergency on drawings shall be provided with a minimum 1100 lumen emergency battery ballast capable of 90 minutes of illumination. No exceptions.
- C. Lamps: Type and Lumen Output as scheduled.

1. LED bulb shape shall comply with ANSI C79.1. Lamp base shall comply with ANSI C81.61.
2. Minimum CRI of LED lamps shall be 80 with a color temperature as shown on drawings.
3. Rated life of all LED lighting shall be a minimum of 50,000 hours failure to 75% of lamp output.
4. LED lighting shall be capable of dimming from 100% to 0%.

2.33. PANELBOARDS:

- A. General: All panelboards shall be dead front type manufactured and installed in accordance with UL and NEMA standards and shall carry a UL label. Ampacity, service voltage, and configuration shall be as indicated on drawings. Panelboards shall be clearly marked with ampacity, voltage, and maximum short current ratings.
- B. Manufacturer: Panelboards shall be as manufactured by Cutler-Hammer, Square D, or Siemens.
- C. Enclosure:
 1. Panelboard enclosures shall be as indicated on drawings.
 2. Unless otherwise indicated, all boxes shall be constructed of galvanized (or equivalent rust-resistant) sheet steel with hinged front trim.
 3. Fronts shall be door in door with two lockable latches to open door, lock, and latch. All panelboard locks shall be keyed alike. Piano hinges with screw latches will not be permitted.
 4. Fronts shall be finished with gray baked enamel over a rust-inhibiting phosphatized coating.
 5. All dual section panels shall be equal in size. Sub-Feed circuit breakers will not be allowed to feed second section.
 6. Sub-Feed circuit breakers feeding additional panels or equipment shall be branch mounted.
 7. Provide permanent numbering of the panelboards. Stickers are not considered permanent.
 8. Any panelboard schedule that indicates more than 42 circuits shall be provided in two equally sized panelboards.
 9. Main circuit breakers shall be centered mounted. Main breaker cannot be mounted on buss bars with other circuit breakers.
- D. Buss Assembly:
 1. Bussing shall be copper.
 2. The buss assembly A.I.C. shall be rated as indicated on drawings. Ratings shall be established by heat rise tests, in accordance with UL Standard 67.
 3. All bussing shall accept bolt on circuit breakers.
 4. Current carrying parts of all bussing shall be plated. In lighting and receptacle panels, bussing shall be designed for connection to the branch circuit breakers in the phase sequence format. Distribution panelboards shall be fully bussed.
 5. Ground bars shall be provided in all panelboards.
 6. Neutral bar shall be fully sized with lugs suitable for incoming and outgoing conductors.
 7. Provide insulated ground buss where indicated on the panelboard schedules.
- E. Circuit Breakers:
 1. Circuit breakers shall be quick-make, quick-break, thermal magnetic, molded case, bolt on type.
 2. Circuit Breakers shall be numbered and arranged as indicated on the panelboard schedules and/or single line wiring diagrams. Numbers shall be permanently attached to trim.
 3. SWD Circuit Breakers: Single pole circuit breakers rated 15 and 20 amperes and intended to switch 277 volts or less fluorescent lighting loads shall be UL rated for switching duty and shall be marked "SWD".
 4. HACR Circuit Breakers: Circuit breakers 60 amperes or below, 240 volts, 1-, 2-, or 3-pole, intended to protect multi-motor and combination-load installations involved in heating, air

- conditioning, and refrigerating equipment shall be UL listed as HACR type and shall be marked "Listed HACR Type."
5. Circuit breakers serving fire alarm systems, dedicated emergency/exit lighting circuits, and area of rescue communications systems shall be equipped with a screw-on, mechanical handle blocking device which locks the circuit breaker in the "ON" position.
 6. Circuit breakers serving circuits in residential bedrooms shall be Arc Fault Interrupting(AFI) type circuit breakers and shall be UL 1699 listed.
- F. Directories:
1. Each panelboard shall be equipped with a metal directory frame with a clear cover welded to the inside of the door.
- G. Equipment Short Circuit Rating: Short Circuit Interrupting Ratings shall be as indicated on the plans and schedules. Unless specifically indicated otherwise all rating are "Fully Rated" capacities. Where no rating is given, the contractor shall verify the available short current with the serving utility and provide equipment rated accordingly.
- H. Lighting panelboard cans shall be a maximum of 20" wide and 5 3/4" deep. Cans of multi-section panelboards shall be the same size.
- I. Provide nameplate as called out on drawings.
- J. All circuit breakers 1200-amp and up shall comply with NEC Article 240.87 Arc Energy Reduction.
- K. All flush mounted panel shall be provided with six (6) 3/4" conduit stubbed up above accessible ceiling.

2.34. SAFETY SWITCHES:

- A. Furnish and install safety switches as indicated on the drawings.
- B. Switches installed on 277/480 volts systems shall be rated for 600 volts and those installed on 120/208 volt or 120/240-volt systems shall be rated for 240 volts.
- C. Switches shall be NEMA Heavy Duty Type HD and Underwriters' Laboratory listed. Safety switches shall be Cutler Hammer, Siemens, or Square D.
- D. General Duty disconnects will not be accepted.
- E. Enclosures for switches mounted outdoors shall be NEMA 3R or as indicated on the plans.
- F. Enclosures for switches installed in kitchen and dishwashing areas shall be NEMA 4X stainless steel or as indicated on the plans.
- G. All safety switches for equipment with remote controls shall be equipped with a control circuit disconnect interlock.
- H. Switches shall be lockable in the "ON" and in the "OFF" positions.
- I. Provide each disconnect with a nameplate that indicates equipment name, voltage/phase, and feed from location.
- J. Provide keyed brass locks on all disconnects that is located on the exterior of the building or in any area that is accessible to children or the public. All the brass locks shall be keyed the same and turn over 10 sets of keys to the owner at substantial completion.
- K. Disconnect locations shown on drawings is diagrammatically shown. Disconnects shall be coordinated with other trades and placed in the optimal locations to serve equipment and shall be installed in the least obtrusive location. Disconnects will have to be moved at the cost of the contractor when there is conflicts with NEC clearances, access to space, or servicing of equipment. Architect/Engineer will have final judgment of proper location.

2.35. MANUAL MOTOR STARTERS (TUMBLER SWITCH TYPE WITH OVERLOAD PROTECTION):

- A. Starting and thermal overload protection for single phase motors 1/8 Hp to 1 HP shall be provided by manual motor starters with overload units rated as required by the specific motor to be served.

- B. Switches installed for site disconnect switches shall be equipped with padlocking provisions.
- C. Starters shall be by Cutler Hammer, General Electric, or Siemens with NEMA Type 1 enclosure or NEMA Type 3R enclosure where installed outdoors.

2.36. SECONDARY SURGE ARRESTERS:

- A. Secondary surge arresters shall be UL listed under UL Classification (Lightning Protection) Surge Arresters (OWHX).
- B. Surge arresters shall be rated at same voltage and phase configuration as service.
- C. Arresters shall be equal to Cooper Power Systems ASZH Series, Cutler-Hammer, GE Tranquell, Joslyn Electronic Systems, Leviton models as required to match the voltage of the system served.

2.37. FUSES:

- A. General: Fuses shall be UL listed time delay types with a minimum interrupting rating of 100,000 amps symmetrical.
- B. 200 amps and below: Provide Class RK-5 current limiting, time delay, rejection type as manufactured by Busman Manufacturing, Ferraz Shawmut, or Littlefuse.
- C. 201 to 600 amps: Class RK-1, current limiting, time delay, rejection type as manufactured by Bussman, Ferraz Shawmut, or Littlefuse.
- D. Above 600 amps: Class L current limiting, time delay, as manufactured by Busman Manufacturing, Ferraz Shawmut, or Littlefuse.

2.38. LABELING:

- A. Provide laminated plastic nameplates for each panelboard, equipment enclosure, relay, switch, and device.
- B. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic 0.125-inch thick, white with black center core.
- C. Provide red laminated plastic label with white center core where indicated.
- D. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core.
- E. Minimum size of nameplates shall be one by 2.5 inches.
- F. Lettering shall be a minimum of 0.25-inch high normal block style.
- G. See Panelboard details for proper labeling of all panelboards.

2.39. PHOTOCELLS, TIME SWITCHES AND CONTACTORS:

- A. Photocells: Units shall have 1" diameter, hermetically sealed, cadmium sulfide sensing cell with 3-prong NEMA locking plug, rated for wet locations. Units shall have built-in time delay. Units shall be equal to Tork 5231 of correct voltage to match load or use with matching receptacle equal to Tork 2421.
- B. Time switches:
 - 1. Unless otherwise indicated on drawings, time switches shall be 24-hour electromechanical type having synchronous motor drive with two single pole double throw contacts rated 20 amps minimum.
 - 2. Unit shall have spring back up, with automatic rewind, capable of providing 16 hours minimum of reserve power upon electric power failure.
 - 3. Units shall be furnished in an enclosure, NEMA 1 indoor and NEMA 3 outdoors. Enclosures shall be flush mount unless otherwise indicated on drawings.
 - 4. Units shall be Tork 7120L, or equal by Paragon or Sangamo.
 - 5. Time switch(es) shall be digital, seven day format, two channel time switches with 9v lithium battery 30 day back-up and with metal indoor enclosure. The controllers shall be equal to Tork #DW200A-Y.
- C. Contactors: Units shall be electrically held or electrically operated mechanically held, as indicated on drawings, and shall be recommended by manufacturer for type of load served.

- D. Contacts shall double-break type of same ampere rating as line side circuit wiring.
- E. Contacts shall be field-convertible to normally open or normally closed.
- F. Contactor coils shall be encapsulated. Electrically held contactors shall have continuously rated coils. Mechanically held contactors shall be equipped with coil-clearing contacts to energize coils only when switching.
- G. Units shall be furnished in an enclosure, NEMA 1 indoor and NEMA 3 outdoors.
- H. Units shall be equal to GE CR460 series in NEMA 1 or NEMA 3R enclosure as indicated.

2.40. FIRE ALARM SYSTEM (ADDRESSABLE):

- A. General: The contractor shall furnish and install a complete power limited automatic and manual fire alarm system, as specified herein and indicated on the drawings. The system shall include a central control panel, power supply, signal initiating devices, audible and visual alarm devices, provisions for connection of remote monitoring, a wiring system, and all necessary devices required to provide a complete operating system. The system shall comply with the applicable provisions of the National Fire Protection Association Standard Number 72 and meet all requirements of the local authorities having jurisdiction. The Underwriter's Laboratories, Incorporated, or approved by the Factory Mutual Laboratories shall list all equipment and devices. The equipment shall be EST to match existing. No deviation will be considered unless submittals are received and approved in writing, not less than ten days prior to bid date.
- B. Fire Alarm Document Box: The contractor shall furnish and install a fire alarm document enclosure as mandated by NFPA 72 Chapter 7.7.2.1. The system records documents box shall be constructed of 18 gauge cold rolled steel. It shall have a red powder coat epoxy finish. The cover shall be permanently screened with 1" high lettering and read "FIRE ALARM DOCUMENTS" with white indelible ink. The access door shall be locked with a 3/4" barrel lock which is keyed the same as the manufacturer's fire alarm panel. The enclosure shall supply 4 mounting holes to securely fasten to the wall. Inside the enclosure will accommodate standard 8.5" x 11" manuals and loose document records that may be placed in a three-ring binder. All documents & software will be protected within the enclosure. A legend sheet will be permanently attached to the door for system required documentation, key contacts, and system information. The fire alarm document will have securely mounted inside the enclosure a minimum of 4 Gigabyte digital flash memory drive with a standard USB type B connector for uploading and downloading electronic information. The drive shall not be accessible without tools to any person who gains access to the enclosure. The enclosure shall also provide 2 Key ring holders with a location to mount standard business type cards for key contact personnel. The password to the fire alarm programming shall be provided to the owner in the fire alarm document box. The password must be provided, fire alarm contractors that refuse to give password will not be accepted. Contractor will be responsible for replacing the entire fire alarm system at their cost and cost of delaying the project if password is not provided.
- C. Control Panel: The control panel shall be expanded and or replaced as required to add the new devices as indicated on the drawings.
- D. Manual Stations: Manual Fire alarm stations shall be an addressable double acting, semi-flush mounted type. Stations with two sets of contacts will not be acceptable.
- E. Smoke Detectors: Smoke detectors shall be addressable photoelectric type with base.
- F. Heat Detectors: Addressable 135 degree/rate of rise type with base.
- G. Duct Mounted Smoke Detectors: Duct detectors shall be addressable photoelectric type with sampling tube.
- H. Contractor shall be responsible for coordinating prior to bid with mechanical drawings to confirm all duct mounted smoke detector locations and quantities. Contractor shall include in their base bid price the cost of all additional duct mounted smoke detectors and circuitry needed for locations.
- I. Duct Detector Remote Test Station: Test stations shall be keyed with indicator light.

- J. Audible/Visual Notification Devices: Audible/visual notification devices shall be four wire, horn/strobe units capable of 90 dB audible output, 100 candela-second output, shall be ADA compliant. Devices using incandescent lamps will not be acceptable.
- K. Visual Notification Devices: Visual notification devices shall be strobe units capable of 100 candela-second visual output, shall be ADA compliant. Devices using incandescent lamps will not be acceptable.
- L. Voice Control Panel: The Voice Control Panel shall play a digitally recorded message or microphone input for evacuation instructions. The unit shall be installed next to the FACP, shall be equipped with emergency battery power, and shall provide a minimum of 75 watts of amplification.
- M. Remote Microphone Panel: Remote Microphone Panels shall have a keyswitch control and shall be supervised.
- N. Remote Amplifier: Remote amplifiers shall be 120 watt with battery backup.
- O. Speaker/Visual Notification Devices: Speaker/Visual Notification devices shall be semi-flush, wall mounted, combination strobe/speaker assemblies with a minimum strobe output of 100 candela-second equal to Notifier #E70-24110W-FR for wall installation or Notifier #E70-W for speaker only ceiling installations.
- P. Interface Relay:
 - 1. Provide addressable control modules equal to Notifier #CMX-2 or interface relays equal to Notifier #MR-101/CR as required for interface of the Fire Alarm System with HVAC shut down, door holders, kitchen hood fire suppression system, and fan shut down, and any other locations required for proper interface and operation of systems.
 - 2. A control module or interface relay shall be provided for each duct mounted smoke detector and shall be the point of interface between the Fire Alarm System and the HVAC Control System.
 - 3. Contacts shall be rated for 10 A at 120 V.
- Q. Auxiliary Remote Power Supplies/Notification Appliance Circuit Extenders (NAC Panels):
 - 1. Provide auxiliary power supplies and/or NAC Panels where required for notification devices, door holders, annunciators, or for other devices requiring supplemental power.
 - 2. Remote power supplies shall include a filtered and regulated 24 VDC output, provisions for automatic transfer to battery back-up in case of primary power failure, and batteries sized for 60 hours of operation.
- R. Wire Guards: Wire guards shall be made of 3/16" minimum steel wire with a corrosion resistant coating equipped with integral mounting rings. Provide wire guards for all devices located in gymnasium.
- S. All devices installed on the exterior shall be weatherproof.
- T. All A/V devices in gymnasium at bleachers or any other facility with bleachers shall mount the fire alarm devices 80" above top of bleachers.

2.41. INTERCOM SYSTEM:

- A. General: Intercom system in new construction shall be added to the existing Telcor intercom system Master Control Console.
- B. Wiring: consult Telcor for the required low voltage cabling.

2.42. CONCRETE:

- A. Concrete for electrical requirements shall be:
 - 1. Composed of fine aggregate (sand), coarse aggregate (graded from three-sixteenth (3/16) inch to one (1) inch), Portland cement, and water proportioned and mixed so as to produce a plastic, workable mixture.
 - 2. Aggregates shall be free from detrimental amounts of dirt, vegetable matter, soft fragments, or other foreign substances.
 - 3. Water shall be fresh, clean, and free from salts, alkali, organic matter, and other impurities.

4. Concrete shall have a minimum 3000 psi ultimate twenty-eight day compressive strength and a maximum three (3) inch slump.

PART 3 - EXECUTION

3.01. GENERAL:

- A. This section includes the installation of the complete electrical system.

3.02. ELECTRICAL SYSTEM DEMOLITION:

- A. Before any new work begins the Contractor shall determine and document in writing to the satisfaction of the Engineer the condition of existing electrical work and auxiliary systems that are to remain in service. After the new work begins any existing electrical work or systems that are found to be inoperative or defective and not so documented shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- B. Existing electrical equipment and materials to be reused shall be tested and repaired as required and installed for first class operation.
- C. General: The manner-in-which the remaining portions of the electrical system are terminated, supported and generally maintained for permanent use shall comply with all applicable regulations of the National Electrical Code, applicable NFPA codes and any local codes.
- D. Refer carefully to construction drawings prior to commencing with demolition to determine the intent of demolition. Contact the Engineer if there appears to be any conflict between the demolition and construction drawings.
- E. See "Renovation" Section regarding modification and relocation of circuits.
- F. Phasing: Phasing shall be as coordinated by the General Contractor.
- G. Work in Occupied Areas: Coordinate work carefully with General Contractor to provide minimum disruption to occupied portions of project. Provide minimum of 24 hours advance notice to Owner of demolition activities that will affect Owner's normal operation.
- H. Protections: Take necessary measures as required for protection of the Owner's personnel and the general-public, as well as Owner's property. Provide temporary barricades, partitions, bracing, and weather protection as needed. Remove all temporary protections at completion of work.
- I. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. Maintain portable fire suppression equipment during flame-cutting operations.
- J. System Protection: Protect and maintain all portions of existing system not indicated for demolition, including but not limited to light fixtures, panelboards and circuits.
- K. Fire Protection: Coordinate with general contractor to ensure that all penetrations of fire-rated decks and partitions are properly sealed.
- L. Removal of Circuits: All circuits indicated for removal shall be entirely removed, including raceway, back to take-off point or as far as possible without chasing (unless chasing is indicated). Where it is not possible to remove conduit, all conductors shall be removed and the conduit shall be permanently capped. Floor outlets indicated for removal shall be entirely removed, including outlet box, and capped below floor level (minimum 4" below floor level if in slab).
- M. Where floor slab is damaged in the course of demolition, it shall be permanently repaired as soon as practicable.
- N. Leave existing branch circuits and feeders which run through reworked areas and serve existing equipment to remain in service, continuous and uninterrupted.
- O. Where service interruptions are required, obtain approval for interruptions in writing from Architect 14 days prior to interruption. Submit schedule of work to be performed and the time required to accomplish work with request for interruption.

- P. Disposition of Material: Where electrical equipment is indicated for removal and not indicated for re-use, the owner shall have the option of taking possession of the equipment, the Contractor shall deliver any such material to a local site designated by the owner. The Contractor shall be responsible for disposing of all other materials in accordance with applicable codes and laws.

3.03. ELECTRICAL SYSTEM RENOVATION:

- A. General: Provide renovations as indicated on drawings and specified herein as required for a complete, operational system, even though every item is not indicated.
1. This Section is intended to serve as a supplement to the applicable sections within this Division, and in no way relieves the contractor from the requirements of any other Section.
 2. All renovations shall comply with all applicable regulations of the National Electric Code, applicable NFPA codes and any local codes
- B. Materials and workmanship: Execute all work presenting a neat and workmanlike appearance when completed. Except where otherwise indicated, all materials shall be new, UL approved where a standard has been established. Where specific means and methods for affecting renovations are not covered in drawings and specifications, the contractor shall exercise prudent judgment in following accepted practices.
- C. Modifications: All major deviations from the drawings and specifications shall be approved in writing by the Engineer.
- D. Inspection:
1. Inspect all existing electrical system components which are accessible, including fixtures, wiring devices, raceway and panelboards.
 2. Perform minor repairs to loose or damaged connections, damaged or missing supports, replacement of broken devices, replacement of missing plates and junction box covers and other visible damage or disrepair.
 3. Report major damage to Engineer.
- E. Renovation Services: In addition to the scope of work indicated on the drawings and specified herein, it shall be the responsibility of this Division to provide minor modification and repair services made necessary to electrical system components through the normal course of renovation. Such services shall include but not be limited to minor repair or relocation of branch circuits necessitated by the work of other trades, as coordinated by the General Contractor.
- F. Penetrations: Coordinate penetrations of existing walls, decks, and roofs required for electrical system with General Contractor. Do not cut structural members without the prior consent of Structural Engineer.
- G. Raceway.
- a. Unless specifically indicated otherwise, existing raceway may not be used.
 - b. Where existing raceway is indicated for possible re-use, it shall be the responsibility of this Division to verify that the condition and configuration of the raceway is in compliance with the NEC.
- H. Panelboards: Where new circuits are run to an existing panelboard, thoroughly inspect the panelboard for any indications of arcing, overheating, or other damage. Report damage to the Engineer. Unless specifically allowed, tandem circuit breakers shall not be utilized.
- I. Clearing of Neutral Faults: Any and all neutral faults to ground on existing system shall be corrected.
- J. Service Ground: Visually inspect existing service ground electrode system for damage and code compliance. Check continuity from panel to each electrode with a meter. Make repairs as required.
- K. Lighting Fixtures: Where existing lighting fixtures are indicated for re-use, they shall be thoroughly cleaned and re-lamped, no exceptions. Where existing lighting fixtures are indicated for replacement, it shall be the responsibility of this Division to verify the compatibility of new fixtures with existing ceiling type, existing penetrations, available support, and other existing

conditions prior to submittal of fixtures. Any variances or required modifications shall be clearly indicated on the fixture submittal.

- L. Backfilling, Grading, and Sodding:
 - 1. Restore surface features, including vegetation, at areas disturbed by Work of this Section.
 - 2. Reestablish original grades, unless otherwise indicated.
 - 3. If sod has been removed, replace it as soon as possible after backfilling is completed.
 - 4. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition.
 - 5. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces.
 - 6. Restore disturbed paving as indicated.

3.04. GROUNDING:

- A. Bond the neutral conductor and various conductive materials in the building per NEC Article 250.
- B. Equipment grounding conductors:
 - 1. An equipment grounding conductor (copper with green insulation except where bare copper is used) shall be provided in all wiring raceways.
 - 2. Sizes shall be in accordance with NEC 250.
 - 3. The equipment grounding conductor shall originate in the same panelboard, panelboard section, as the circuit conductors.
 - 4. The equipment grounding conductor bonding the sections of multi-section panelboards shall be sized per NEC 250.
 - 5. The equipment grounding conductor is not included in number of branch circuit conductors indicated on the drawings.
- C. Each grounding conductors at the service entrance ground bus bar shall be provided with a brass round identifying tag. Tag shall indicate where ground wire is terminated.

3.05. EXCAVATION, CUTTING AND BACKFILLING:

- A. Provide cutting and patching, under the supervision of the General Contractor, as required for the work in Section 16.
- B. Locate all existing below grade and/or below floor utilities prior to beginning any site excavation or cutting of existing floor slabs. The Contractor shall repair any damage to existing utilities or systems.
- C. Saw cut existing concrete slabs and asphalt paving.
- D. Trenching:
 - 1. Dig trenches true to line, with a flat, even bottom.
 - 2. Width of the trench shall provide not less than 3 inches clearance from the conduit to each side of the trench.
 - 3. Ensure that foundation walls and footings and adjacent load bearing soils are not disturbed in any way.
 - 4. Conduits shall be installed below footings where possible. Where a line passes under a footing, make crossing with the smallest possible trench to accommodate the conduits/sleeves.
 - 5. Where a line must pass adjacent to and below the bottom of a column footing, or the corner of a continuous footing, backfill the trench with concrete up to the level of the footing bottom, for a distance away from the footing equal to the depth of the fill.
 - 6. Keep excavation free from water, by pumping if necessary.
 - 7. Where rock, soft spots, or sharp-edged materials are encountered, excavate the bottom for an additional 3 inches, fill and tamp level to proper elevation with sand or earth free from particles that would be retained on a ¼-inch sieve.
 - 8. Remove and relocate existing obstructions as directed.
 - 9. The Contractor shall be responsible for the repair and/or replacement of any damage to existing utilities, structure, or finishes.

10. Coordinate work with other trades as work progresses so cutting and patching will be minimal.
 11. Refer to Section "Earthwork" for shoring, sub-soil assumptions and data, work around trees, surplus earth, etc.
- E. See Section 16100, "Conduit Installation, Below grade and below slab conduit installation", for installation of conduits in trenches.
- F. Backfilling:
1. Immediately after inspection, cover conduits with 3" of compacted sand or earth free from particles that would be retained on a 1/4inch sieve. Do not to disturb the alignment or joints of the conduits.
 2. Carefully backfill with 4" of earth free from clods, brick, etc., firmly puddling and tamping.
 3. Thereafter, puddle and tamp every vertical 4" for hand tamping or 8" for heavy duty mechanical tamping.
 4. Backfill shall meet the compaction requirements set forth in Division 2.
 5. Backfilling Beneath Slabs and Pavement: Trenches beneath future slabs or pavement, including but not limited to buildings, drives, parking areas, sidewalks, playground surfaces, and equipment pads, shall be backfilled, from 3" above top of conduits to final grade, with crushed aggregate, AHD 825, type B, compacted in 4" layers to 100% ASTM 698.
 6. Install marking tape above conduits at 12 inches below grade.

3.06. SLEEVES, INSERTS, AND SUPPORTS:

- A. Provide and install No. 16 gauge galvanized steel or iron sleeves in all walls, floors, ceilings, and partitions. Sleeves shall have no more than 1/2" clearance around pipes and insulation.
- B. The contractor shall furnish to other responsible trades all sleeves, inserts, anchors and other required items which are to be built in by other trades for securing of all hangers or other supports by the Contractor.
- C. The contractor shall assume all responsibility for the placing and sizing of all sleeves, inserts, etc., and shall either directly supervise or give explicit instructions to other trades for their installation.
- D. The contractor shall seal all conduits through floors, smoke partitions, and floor partitions, with a sealant approved for the application.
- E. All sleeves through sound barrier walls and partitions shall be sealed with mineral wool.
- F. Through the floor conduit penetrations shall be sealed watertight.
- G. Furnish and install steel angles and channels as required for mounting and bracing heavy equipment and conduits. Steel shall be securely bolted or welded to structure and equipment bolted to the steel framework. Obtain the approval of the Architect prior to welding.

3.07. BELOW GRADE THRU WALL WATER SEALS:

- A. Each conduit penetrating exterior, below grade, cast concrete walls shall have the annular space around the conduit sealed with an approved Thru Wall Water Seal System.
- B. Where the system includes water seal thru wall sleeves, the Electrical shall provide properly sized sleeves to the contractor responsible for constructing the walls and shall be responsible for the proper location of each sleeve.
- C. Where openings are to be core drilled, the Electrical Contractor shall be responsible for the core drilling and for coordinating proper sizing and location of each opening.

3.08. FIRE STOPPING:

- A. The Electrical Contractor shall be responsible for firestopping of all penetrations of fire rated partitions made by any and all lighting, power, and auxiliary circuiting, sleeves and/or equipment.

- B. The Electrical Contractor shall submit manufacturers' UL System drawings for the systems to be utilized. The systems shall be compatible with the partition ratings as indicated on the Architectural drawings and in accordance with details on the Electrical drawings.
- C. Penetrations of fire rated partitions shall be sealed with an approved fire sealant resulting in the completed penetration having the same fire rating as the partition.
- D. The installation shall be in accordance with the manufacturer's UL system detail and installation instructions to attain the required fire partition rating.
- E. Empty sleeves through 1 and 2 hour rated partitions shall be plugged with mineral wool.
- F. Sleeves through 4 hour rated partitions shall be plugged with mineral wool and fire stopping material.

3.09. ROOF PENETRATIONS:

- A. Furnish roof flashing for all equipment, installed under Section 16, which penetrates through the roof. Flashing shall be approved by the Architect prior to installation.

3.10. CONDUIT INSTALLATION:

- A. Conduits shall be as follows:
 - 1. Overhead Service Entrance - Rigid Galvanized Steel (RGS) Conduit or IMC.
 - 2. Underground Service Laterals: Schedule 40 rigid PVC in horizontal runs with rigid galvanized steel elbows turning up to vertical RGS.
 - 3. Where subject to moisture or mechanical injury - RGS conduit.
 - 4. ALL conduits exposed to moisture or subject to mechanical damage shall be RGS. Where conduit exits building, the changeover from EMT to rigid shall be inside exterior wall.
 - 5. In open shop and industrial installations RGS shall be run to 10' A.F.F.
 - 6. All conduit exposed on the outside of the building envelope shall be Rigid Galvanized Steel (RGS) conduit. This includes all conduits on and/or under canopies or awnings.
 - 7. In concrete or solid masonry – RGS conduit
 - 8. Above furred spaces or in cells of hollow masonry - EMT
 - 9. Concealed inside drywall construction walls and above lay-in ceilings – EMT.
 - 10. Exposed conduits:
 - a. Conduits installed exposed in shop, warehouse, and manufacturing areas shall be RGS up to 12' A.F.F. Conduits in such spaces above 12' A.F.F. may be EMT unless indicated otherwise on the drawings.
 - b. Exposed indoors in non-hazardous unfinished areas not subject to physical damage - EMT
 - c. Exposed in kitchen and dishwashing areas: Rigid aluminum.
 - 11. Branch circuits in slab (3/4" and larger) - PVC. Turn up through slab with RGS ells - no exceptions. Extend rigid turn-ups 2" minimum above finish floor level.
 - 12. Circuits beneath building vapor barrier - PVC. Turn up through slab with RGS ells - no exceptions. All elbows 45° and greater shall be RGS. Extend RGS turn-ups 2" minimum above finish floor level.
 - 13. Below Grade – PVC with RGS, or rigid aluminum where applicable, elbows turning up to vertical. All below grade elbows 45° and greater shall be RGS.
 - 14. Motor, HVAC equipment, and vibrating equipment connections - flexible metal conduit, liquid tight flexible metal conduit outdoors, in kitchen and dishwashing area, or in other wet areas. Liquidtight flexible nonmetallic conduit shall be used only where specifically indicated.
 - 15. IMC may be used where RGS is indicated.
- B. Conduit sizes:
 - 1. Unless specifically indicated otherwise herein or on the drawings, the minimum conduit size shall be 3/4".
 - a. All conduits installed below grade or below slab shall be 3/4" minimum.
 - b. The minimum size for flexible lighting fixture "whips" shall be 3/8" and the maximum length shall be 6 feet. Lighting fixture "whips" shall be defined as flexible conduits with

- conductors feeding one or more recessed lighting fixtures installed in suspended, lay-in, acoustical ceiling systems from a single junction box.
- c. ½" conduit may be for final connections to equipment or fixtures where conduit is less than three (3) feet in length and is extended from a junction box or from a ¾" conduit stub up.
2. Conduits shall be sized in accordance with the National Electrical Code as adopted by the local authority having jurisdiction or as amended to date, except where a larger size is indicated on the drawings or specified herein.
- C. Layout:
1. Generally, follow the conduit layout shown on the drawings. However, the layout is diagrammatic only and must be adjusted for structural conditions, built-in equipment and other factors. Offsets are not indicated and must be furnished as required.
 2. Install all conduits concealed except in equipment rooms and where exposed runs are specifically indicated.
 3. Install conduit runs to avoid proximity to steam or hot water pipes. In no place shall a conduit be run within 6" of such pipes except where crossings are unavoidable, then conduit shall be kept at least 1" from the covering of the pipe crossed.
 4. Eliminate trapped runs insofar as possible.
 5. Do not chase new work, but instead build in conduit as work progresses.
 6. Do not run conduit in cavity of exterior walls.
 7. Run concealed conduits in direct line with long sweep bends and offsets where practicable.
 8. Install exposed conduit with runs parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings, with right-angle turns consisting of cast-metal fittings or symmetrical bends.
 9. Where conduits are indicated exposed overhead, runs down to wall outlets shall be concealed in wall.
- D. Conduit Installation:
1. Securely fasten conduits to all sheet metal outlets, cabinets, junction and pull boxes with locknuts and bushings, taking care to see that stout mechanical and solid electrical connections are obtained.
 2. All conduits shall have bushings with smooth beveled throats installed at both ends prior to installing conductors. Split bushings around conductors shall be taken to indicate that the conductors were pulled into conduit without the proper bushings installed and a basis for requiring the replacing of the conductors.
 3. Conduits entering service enclosures (panelboards, disconnect switches, switchboards, motor control centers, etc. used as service entrance equipment) shall be provided with specification grade, insulating, grounding type bushings. Grounding bushing shall be bonded together and bonded to the service grounding buss.
 4. Support:
 - a. Raceways shall be securely and rigidly supported to the building structure in a neat and workmanlike manner, and wherever possible, parallel runs or horizontal conduit shall be grouped together on adjustable trapeze hangers.
 - b. Support shall be provided at appropriate intervals not exceeding eight (8) feet with straps, hangers, and brackets specifically designed for the application.
 - c. Channels shall be 1 inch for 18-inch wide trapeze, 1-3/8 inch for 24 to 30 inch, and 1-5/8 inch for over 30-inch wide trapeze.
 - d. Perforated steel straphangers, "butterfly clips", or tie-wire supports are not acceptable.
 - e. Conduits shall not be supported from ceiling support wires.
 - f. Conduit shall not be supported from mechanical system ducts or piping.
 - g. Conduits installed along wall surfaces shall be supported with galvanized steel brackets specifically designed for conduits and sized for the conduit used.
 - h. PVC conduits shall be supported per the NEC with PVC or stainless clamps and stainless-steel hardware.

- h. Attach to supporting devices with screws, bolts, expansion sleeves or other workmanlike means appropriate to the surface.
 - i. In stud walls, anchors shall be completely rattle proof.
 - j. For conduits in damp and wet locations, use stainless steel clamps and stand-offs, or galvanized malleable or cast-iron clamps and spacers.
 - k. All mounting hardware for aluminum conduit shall be stainless steel.
 - l. Surface mounted conduits installed in kitchen and dishwashing areas shall be supported off walls approximately 3/16".
5. Thread rigid conduits so that the ends meet in couplings; cut ends square, ream smooth and draw up tight.
 6. All field cut threads shall be cleaned with a solvent such as mineral spirits and painted with two coats of galvanize primer.
 7. Cap conduit ends to keep out water and trash during construction.
 8. Field made bends:
 - a. Avoid field-made bends where possible, but where necessary, use a proper hickey or conduit-bending machine.
 - b. Field made bends in PVC conduit shall be made with a heated PVC conduit bender.
 - c. Make no bends with radius less than six times the conduit diameter, nor more than 90 degrees.
 9. Make changes in direction with pull boxes, symmetrical bends and/or cast-metal fittings.
 10. Total bends in any conduit run shall not exceed the equivalent of four, quarter (90°) bends for a total of 360°, per NEC, between pull boxes.
 11. Replace any crushed or deformed conduits.
 12. Conduits passing through roofs shall be in place before roof is installed.
 13. Conduits installed in concrete/grout filled CMU walls shall be Rigid steel or IMC conduits installed field wrapped with 0.010 inch-thick pipe-wrapping plastic tape applied with a 50 percent overlay. Painted on coating shall not be acceptable.
 14. Where conduits pass through or across building expansion joints, provide hot-dipped galvanized expansion fittings with bonding jumpers.
 15. Ensure that all penetrations of firewalls are sealed per NEC and IBCC.
 16. Right and left couplings shall not be used; conduit couplings of the Erikson type shall be used at location requiring such joints.
 17. Paint all conduits exposed in finished spaces. Paint shall consist of one coat of zinc rich primer plus two top-coats of water-based latex paint, color to match adjacent finishes. Verify colors and paint system with Architect.
 18. All conduit runs entering the building from outdoors shall be sealed against moisture migration and condensation by filling with insulating type foam.
 19. All conduits passing through walls of coolers or freezers shall have seal fitting installed on the outside of the cooler/freezer wall and within 3" of the wall. Fitting shall be sealed per manufacturer's recommendations.
 20. All conduits exposed to water shall have flexible conduits with a drip curve in conduit to keep from allowing water run into enclosure and provide a Myers hub connector to the enclosure.
 21. Install telephone, data, intercom, and signal system raceways, 2-inch trade size and smaller, in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.
- E. Below grade and below slab conduit installation:
1. See Section 16100, "Excavation, Cutting, and Backfilling" for trenching and backfilling requirements.
 2. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable. Wrap shall extend a minimum of 1"

- above slabs or 3" above finished grade where there is no slab. Alternate methods must be approved by Engineer prior to bids.
3. Top of the conduit shall be not less than 30 inches below grade.
 4. Run conduit in straight lines except where a change of direction is necessary.
 5. Conduits stubbed up from below grade or slab into exterior walls shall be turned toward the interior of the building below slab fill perpendicular to the wall. Conduits shall not be turned out toward the exterior unless specifically indicated to do so.
 6. Placing of conduits below slab on grade:
 - a. Conduits 1-1/4" and larger shall be installed a minimum of 12" below the bottom of slab in the clay/sand fill below any gravel fill material.
 - b. Conduits 1" and smaller may be installed in the porous/gravel fill below the vapor barrier.
 7. Multiple Conduits:
 - a. Separate multiple conduits by a minimum distance of 2-1/2 inches horizontally and 3 inches vertically, except that light and power conduits shall be separated from control, signal, and telephone conduits by a minimum distance of 3 inches horizontally and vertically.
 - b. Where multiple layers of conduits are to be placed in a trench, each layer shall be placed in the trench, straight and parallel, clear fill material (see Excavation, Cutting, and Backfilling) placed and tamped in place to provide the specified spacing, and each subsequent layer placed in the same manner.
 - c. Stagger the joints of the conduits by rows and layers to strengthen the conduit assembly.
 - d. Conduits shall not be placed haphazardly in the trench.
 8. Where conduits pass through footings or foundation walls:
 - a. Conduits roughed in beneath slab shall exit the foundation perpendicular to the building spaced approximately 3" apart. Conduits shall be arranged in a single horizontal row where practical.
 - b. Secure approval from the Architect and Structural Engineer prior to penetrating any footing or foundation wall.
 - c. Schedule 40 PVC sleeves shall be cast in the footings or foundation wall for the conduits to pass through.
 - d. Multiple sleeves shall have 3" clearance, vertically and horizontally, between the sleeves unless directed otherwise by the Architect and/or Structural Engineer.
 9. Where PVC conduit is installed below grade a PVC to rigid metallic conduit coupling shall be installed in the horizontal run and a rigid galvanized steel conduit elbow installed to turn up to above grade. Where above grade conduits are indicated to be rigid aluminum the elbow turning up to vertical shall be rigid aluminum.
 10. Rigid aluminum conduit shall be wrapped same as RGS through concrete from 2" each side of the concrete.
 11. Rigid galvanized conduit shall extend a minimum of 6" above the finished floor level.
 12. In hazardous areas the coupling shall be below grade and a single section of conduit installed up to 18" A.F.F. to accept the required seal fitting.
 13. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used from 6 inches above the floor to the served equipment.
 14. Conduits shall exit concrete slabs vertically.
 - a. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 - b. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
 15. Empty or spare conduit stub-ups shall be capped with a threaded cap.
 16. Encasement Under Roads, Structures, and at other locations indicated on the drawings:

- a. Under roads, paved areas, railroad tracks, and other locations indicated on the plans install conduits in concrete encasement of rectangular cross-section providing a minimum of 3-inch concrete cover around ducts.
 - c. Provide plastic duct spacers that interlock vertically and horizontally. Spacer assemblies shall consist of base spacers, intermediate spacers, and top spacers to provide a completely enclosed and locked-in conduit assembly.
 - d. Install #4 rebar at each corner of the encasement and at not more than 18" on center vertically and horizontally on the sides of the encasement. #4 rebar hoops shall be installed at not more than 18" on center along the length of the encasement.
 - e. Concrete encasement shall extend at least 5 feet beyond the edges of paved areas and roads, and 12 feet beyond the rails on each side of railroad tracks.
- 17. Conduits to be installed under existing paved areas, which are not to be disturbed, and under roads and railroad tracks, shall be installed through a zinc coated, rigid steel, sleeve, jacked into place.
 - 18. Conduits installed between handholes, manholes or other accessible areas shall have a minimum slope of 3 inches in each 100 feet away from buildings and toward manholes and other necessary drainage points.
 - 19. The contractor shall provide properly rated and sized junction and pull boxes as required on all underground conduit runs 150 feet and greater so as to minimize pulling tensions on cables to be installed in conduits. In no case shall pull or junction boxes be further than 300 feet apart. Provide pulling tension calculations on all underground runs over 200 feet as required in Paragraph 1.09 Submittals.
- F. Conduit Installation in concrete slabs:
- 1. Conduit installed in concrete slabs shall be rigid steel or IMC. Rigid steel or IMC conduits installed in slabs-on-grade shall be field wrapped with 0.010 inch-thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable.
 - 2. At slabs on grade, conduit, 3/4" maximum, may be run in the slab; larger conduit shall be run below slab.
 - 3. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 - 4. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
- G. Flexible conduit:
- 1. At motor or equipment connections:
 - a. The maximum length allowable for flexible conduit shall be 36 inches except at lighting fixtures.
 - b. Flexible conduit installed outdoors shall be installed so as to provide an 8 inch minimum drip loop as measured from the lowest end of the conduit.
 - 2. At lighting fixture connections provide flexible steel conduit by one of the manufacturers named for rigid.
 - a. Maximum length allowable shall be 72 inches.
 - b. Support flexible conduit such that it does not contact the ceiling system, ductwork, or other equipment above the ceiling. The conduit shall not be attached to a ceiling or ceiling support system.
 - c. All fixture whips shall be supported within 12" of outlet/junction boxes with single hole clamps.
- H. Empty conduit:
- 1. Install a #14 galvanized fish wire or polypropylene pull cord with 14-inch free ends in all empty power and/or auxiliary conduits.
 - 2. All conduits indicated to be terminated above the ceiling shall have an elbow turned out above the ceiling and shall be terminated with an insulating bushing.
 - 3. Empty conduits stubbed out of buildings below grade:

- a. Empty conduits stubbed out of buildings below grade shall extend 5 feet outside of the building foundation.
- b. Install a 12"x 12"x 6" concrete marker at grade, above the end of the conduits, with "ELEC" inscribed on top.
- f. Note on as-built drawings the exact location where empty conduit(s) are stubbed out below grade to the building exterior. Indicate conduit sizes and number of each size.
- g. The contractor shall provide properly rated and sized junction and pull boxes as required on all underground conduit runs 150 feet and greater. In no case shall pull or junction boxes be further than 200 feet apart.
- I. Conduit entries into enclosures, panelboards, and wiring troughs:
 - 1. Layout conduit entries carefully to allow clearances for the number and sizes of conduits, electrical equipment, and future expansion.
 - 2. In sheet metal equipment use Greenlee Knock-Out punch, or equal, to cut holes for conduit installation. Do not drill holes or cut holes out with snips or torch.
 - 3. In cast enclosures and boxes drill conduit openings with correct size drill for tight fit.
- J. **All junction box covers above the ceiling shall be labeled to which circuits or systems they contain.**

3.11. CONDUIT BODIES:

- A. Conduit bodies shall be sized in accordance with NEC 370, and 373.
 - 1. Conduit bodies for conductor sizes AWG #4 and larger shall be mogul type bodies sized in accordance with NEC 370-28.
 - 2. Conduit bodies for conductor sizes AWG #6 and smaller shall be sized in accordance with NEC 370-16(c).

3.12. JUNCTION AND PULL BOXES:

- A. Junction and pull boxes shall be sized per NEC to accommodate the installed number and size of conductors and conduits.
- B. Boxes shall be securely fastened in place.
- C. Boxes serving lighting fixtures installed in accessible, suspended ceilings:
 - 1. Provide number of boxes as required to maintain fixture whips within the 6' maximum length.
 - 2. Generally, attach to underside of structure above, in accessible location, to accommodate a maximum 6' flexible conduit connection to each fixture or fixture run.
 - 3. Where the structure above is more than 18" above the ceiling the boxes shall be supported within 18 inches of the ceiling with all thread rod and/or strut.
- D. Install galvanized steel utility box plates, by box manufacturer, at exposed conduit fittings or boxes.
- E. **All junction box covers above the ceiling shall be labeled to which circuits or systems they contain.**

3.13. WIRE AND CABLE INSTALLATION:

- A. No conductor shall be smaller than #12 except where so designated on the drawings or specified elsewhere.
- B. Multiwire lighting branch circuits shall be used where indicated.
- C. Wiring devices shall be connected such that each device can be removed without interrupting the neutral or equipment grounding conductors serving other outlets on the same circuit(s).
- D. Joints and splices in wire shall be made with solderless connectors and covered so that insulation is equal to conductor insulation. Wire nuts shall not be used for conductor #8 and larger.
- E. No splices shall be pulled into conduit.
- F. Both conductors and conduit shall be continuous from outlet to outlet.

- G. No conductor shall be pulled into the conduit until the conduit is cleaned of all foreign matter.
- H. When installing parallel conductors, it is mandatory that all conductors making up the feeder be exactly the same length, the same size, and type of conductor with the same insulation. Each group of conductors making up a phase or neutral must be bonded together at both ends in an approved manner.
- I. MC cable or Romex cable will not be accepted unless specifically called for on drawings.
- J. Wiring thru light fixtures and receptacles will not be accepted.

3.14. AUXILIARY GUTTERS (WIRING TROUGHS):

- A. Auxiliary Gutters shall be sized per NEC to accommodate the installed number, size, and orientation of conductors and conduits.
- B. Conductors serving a gutter shall be extended without reduction in size, for the entire length of the gutter.
- C. All taps and splices shall be made with insulated multi-tap connectors.

3.15. CIRCUITS AND BRANCH CIRCUITS:

- A. Outlets shall be connected to branch circuits as indicated on the drawings by circuit number adjacent to outlet symbols, and no more outlets than are indicated shall be connected to a circuit.

3.16. WIRE JOINTS:

- A. Except for motor circuits, wire joints for #8 and smaller wire shall be made with twist on connectors.
- B. Wire joints and splices for motor circuits, for conductors #6 and larger, and for smaller conductors where other connectors are not rated for the number of conductors involved shall be made with split bolt connectors rated for the applicable conductor size, number of conductors, and conductor material.
 - 1. Properly tape and insulate all joints to attain the same insulation rating as the cable insulation.
 - 2. Splices for #6 through #1 shall have a minimum of two (2) layers of rubber tape covered by a minimum of three (3) layers of electrical tape.
 - 3. Splices for #1/0 and larger conductors shall have a minimum of two (2) layers of electrical filler tape covered by a minimum of three (3) layers of electrical tape.
- C. Splices in control conductors shall be avoided as much as possible. Stranded control conductor up to #12 may be connected or spliced with hand crimped type compression connectors. The connectors shall be of the proper size for the conductors being connected.
- D. Splices and joints made with mechanical/hydraulic type compression connectors:
 - 1. Connections and splices shall be made with connectors rated for the applicable conductor size and conductor material.
 - 2. Dies used shall leave the die number embossed in the connector. The Contractor shall provide the Engineer with the Manufacturer's connector and die chart prior to final inspection.
- E. Taps and splices in auxiliary gutters/troughs shall be made with insulated multi-tap connectors.
- F. Wire joints and splices made below grade shall be made with UL listed waterproof connectors, wire nuts, or splice kits.
- G. All joints and splices shall be made in junction boxes, wiring troughs, or conduit bodies sized per NEC.
- H. All connections to switchboards, panelboards, transformers, generators, ATS, or any other type electrical distribution type equipment shall be compression type fittings. Mechanical fittings will not be accepted in these applications.

3.17. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

- A. Strut Systems: Strut shall be utilized to rack exposed piping vertically or horizontally on walls and across slabs (where applicable). Strut may be utilized to support piping above ceilings, for support of equipment, and elsewhere as deemed appropriate.
 - 1. Strut in conditioned spaces and above accessible ceilings shall be electro-galvanized.
 - 2. Strut installed outdoors, in mechanical rooms, and in other unconditioned spaces shall be hot-dipped galvanized.
 - 3. Strut installed in waste-water treatment facilities, kitchens, dishwashing spaces, and labs shall be stainless steel.
 - 4. Strut fittings and hardware, including anchors, shall be same material as strut.
 - 5. Saw cut strut square, 6" minimum lengths. Strut on continuous runs of pipe shall be same length. File or grind burrs from saw cuts.
 - 6. After installation, electro-galvanized and hot-dipped galvanized strut shall be painted with two coats of zinc primer.

3.18. OUTLET BOX INSTALLATION:

- A. General: The drawings indicate approximate locations only; determine the exact location at the building in view of all structural and architectural conditions. Obtain Architect's verification of final locations.
- B. Outlet boxes shall be sized per NEC to accommodate the installed number and size of conductors, wiring devices, and conduits.
- C. Ceiling and Wall Bracket Outlets: 4" octagonal boxes with plaster rings appropriate for finish surface.
- D. Typical boxes (for switches, receptacles and auxiliary systems): 4" square boxes ganged as required. Furnish with 3/4" plaster rings where employed in plaster, 1" tile covers where used in ceramic tile, 1" plaster rings where set in exposed concrete, and otherwise appropriate for surface and construction.
- E. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover. .
- F. Boxes used with Exposed Conduit: 4" square utility boxes.
- G. Exterior Boxes: Cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney, or approved equal will be accepted.
- H. Boxes used with Recessed Lighting Fixtures in suspended acoustical tile ceilings:
 - 1. Provide a 4" square box with blank cover adjacent to each fixture or fixture group.
 - 2. Install a flexible metal conduit fixture-"whip" from the box to the fixtures. The "whip" shall not be longer than 72".
 - 3. Attach the box to the underside of the structure above, in an accessible location, not more than 18" above the lay-in ceiling.
 - 4. Where structure is more than 18" above the ceiling, the boxes shall be supported from all-thread rods, strut, or a combination of rod and strut.
- I. Boxes in Dry Wall Construction:
 - 1. Outlet boxes shall be securely fastened in place.
 - 2. Outlet boxes installed in metal stud construction shall be supported by brackets screwed to studs. Clip on brackets shall not be accepted.
 - a. Where a single outlet box is installed adjacent to a stud, brackets may attach to a single stud with a brace against the back of the opposite wall. Use a bracket equal to Caddy Fasteners "H" Series.
 - b. Where outlets do not fall next to a stud or where more than one outlet is installed between studs use a metal bracket attached to both studs. Brackets shall be equal to Caddy Fasteners "SGB", "TSGB", or "RBS" series brackets.
 - c. Outlet boxes three gangs and wider shall be supported with support member screwed to the two adjacent studs. Brackets equal to Caddy Fasteners SGB or TSGB brackets may be used.

- I. Pin and sleeve plugs for food service equipment shall be provided with a Type SOW cable connected to the equipment and plug of sufficient length to reach from the equipment to the plug with a minimum of 18" slack cord. Minimum length shall be 6 feet from equipment to plug.
- J. Provide "Kellums" type grips at the plug, cord connector, and for overhead support on all overhead cord connector drops.

3.20. OCCUPANCY SENSORS AND ASSOCIATED DEVICES FOR LIGHTING CONTROL:

- A. Occupancy sensors and associated devices and circuiting shall be installed in strict accordance with the manufacturer's instructions.
- B. Wall, corner mounted sensors shall be mounted as close to the ceiling as possible on the manufacturer's corner mounting bracket.
- C. Power packs shall be mounted above the ceiling. Power packs shall be installed utilizing two(2) 4" x 4" x 2-1/8" deep boxes joined together using the nipple on the powerpack in accordance with the manufacturer's instructions. One of the boxes shall contain the power pack and control wiring and the other shall contain the power wiring.
- D. All control and power circuiting shall be in EMT conduit. Where the devices are not equipped with conduit connections the conduit shall be brought up as close as possible to the device and terminated with insulating bushings.

3.21. ELECTRICALLY POWERED EQUIPMENT AND CONTROLS:

- A. Provide and install power circuits for all electrically powered equipment and controls.
- B. Heating, Ventilating, and Air Conditioning Control Wiring and Conduit:
 - 1. The electrical contractor shall be responsible for installing outlet boxes for flush mounted HVAC system thermostats in dry wall or masonry wall construction and, where called for on the plans, for surface mounted metallic raceway in finished areas. Extend 3/4" conduit from the outlet to above nearest accessible ceiling and terminate horizontally. Refer to the Mechanical/HVAC plans for thermostat locations and coordinate exact type outlet required and orientation with the Mechanical/HVAC contractor.
 - 2. The Mechanical Contractor shall be responsible for the installation of all outlets and conduit for surface mounted devices in unfinished areas such as shops, warehouses, industrial facilities, etc.
 - 3. The mechanical contractor shall furnish and install all low and line voltage control wiring required for the temperature control and/or ventilation systems.
- C. Where Fire Alarm system duct mounted smoke detectors and HVAC shut down interface relays are provided, the Electrical contractor shall provide wiring from the smoke detectors to the HVAC shut down interface relay. All circuiting from the shut down relay to the HVAC controls and/or starters shall be provided and installed by the Mechanical/Controls contractor.
- D. The mechanical contractor shall furnish all motor starters for the temperature control and/or ventilation equipment unless otherwise indicated on the electrical plans or elsewhere in these electrical specifications. The electrical contractor shall install all motor starters, except for equipment with factory installed starters, for the temperature control and/or ventilation equipment.
- E. Where exhaust fans are supplied with field installed speed controllers, the Electrical Contractor shall provide all necessary circuiting to the fan/speed controller and between the fan and the speed controller.

3.22. DISCONNECTING MEANS:

- A. Where required by the National Electrical Code and/or other applicable codes or authorities, or where indicated on the electrical plans, the electrical contractor shall furnish and install an approved disconnecting means for all electrically powered equipment and/or controllers for such equipment whether the disconnecting means is or is not shown on the electrical plans.
 - 1. The location, rating, and enclosure for the disconnecting means shall be as required by the National Electrical Code and/or other applicable codes or authorities.

2. Manual motor starters with thermal overload protection may be used in lieu of safety switches for individual motors under 1 horsepower.
 3. Motor rated switches may be used for the disconnecting means when supplied of correct voltage, phase, amperage rating, and enclosure type.
 4. The disconnecting means shall be as manufactured by General Electric, Cutler Hammer, or Siemens. Square D will not be accepted.
- B. Where the disconnecting means shown on the electrical plans has a rating greater than the required code rating, the greater rating device shall be installed.
 - C. An approved horsepower rated fusible safety switch shall be installed where the circuit overcurrent protection does not provide overload protection for the equipment served and where required to meet the equipment's listing requirements.
 - D. Motor rated switches may be used as service disconnect switches when supplied with a pad-lockable, handle locking guard.
 - E. Install an engraved phenolic nameplate on the front of each switch enclosure identifying the equipment served by the safety switch and source of power (i.e., panel name and circuit number). Plates shall be white with black lettering. The plates shall be permanently installed with stainless steel screws or stainless-steel rivets.
 - F. All disconnects installed in public areas or in areas readily accessible to the public shall be lockable and shall be furnished with a brass lock. Provide 10 keys for each lock. All disconnect locks furnished on the project shall be keyed alike.

3.23. DATA AND TELECOMMUNICATIONS SYSTEMS:

- A. The Data/Telecommunications Contractor shall have a BiCSI certified technician on the job at all times that system installation and/or testing is taking place.
- B. All cables shall be installed by the Data/Telecommunications Contractor under the direct supervision of a BiCSI certified technician.
- C. Install a 1" conduit from each Data and Communications outlet box to above the nearest corridor ceiling and terminate with an insulating bushing. The conduit shall be run without pull boxes, junction boxes, or conduit bodies and no more than the equivalent of three (3) 90-degree bends.
- D. Each Data/Tele-Communications outlet shall have a Category 6 cable installed from each jack to the patch panel serving the area. Coordinate with drawings.
- E. Make all terminations at jacks and patch panel in accordance with industry standards.
- F. Cable installation:
 1. The rated cable pulling tension shall not be exceeded. Cable shall not be stressed such that twisting, stretching or kinking occurs. Cable shall not be spliced.
 2. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.
 3. Placement of cable parallel to power conductors shall be avoided, if possible; a minimum separation of 12" shall be maintained when such placement cannot be avoided.
 4. All cables shall be terminated at both ends; no cable shall contain unterminated elements.
 5. Cable ties shall not be excessively tightened such that the transmission characteristics of the cable are altered.
 6. Cable bending radius shall be 1" minimum. Minimum bending radius shall not be exceeded during installation or once installed.
 7. Cables shall not come-in-contact with conduits, ceilings, lighting fixtures, ductwork, or water, sewer, or steam piping.
 8. Cables routed above suspended ceilings shall be neatly bundled and supported with J-Hook Hangers attached to the building structure a maximum of 4 feet on center at not more than 24" above the suspended ceiling or in cable tray.
 - a. Cables shall be bundled together with nylon cable ties at 3' on-centers. Cable ties shall not be excessively tightened such that the transmission characteristics of the cable are altered.

- b. Hangars shall be configured as required to attach to the structure, wall mounted, ceiling mounted, suspended from all thread rod, or supported on strut attached to the structure. Anchors attached to sheetrock shall not be acceptable.
 - c. Hangars shall be single or multiple tiered as required for the number of cables being supported.
 - d. At Corridor crossings or other locations where wall mounting is impractical hangers shall be double sided, single tier J-Hooks suspended on all-thread rods supported from the building structure or beam clamps at a maximum of 48" on centers.
 - 9. Cables shall not be installed such that J-hooks are deflected, or such that cables are pulled tight against conduit walls where they exit the conduit.
 - 10. Data cables shall not be bundled with, installed in j-hooks with, or installed in conduit with power circuiting, bell system circuiting, intercom system circuiting, or other auxiliary systems circuiting.
 - 11. Cables routed through finished spaces which do not have suspended ceilings shall be installed in conduit. Routing of any exposed conduit shall be coordinated with the architect.
 - 12. Above inaccessible ceilings, cables shall be installed in EMT conduits. Conduits shall be terminated at each end with insulating bushings. Each end of conduit shall be easily accessible.
 - 13. Maximum number of Cat 6 cables in an EMT conduit shall comply with NEC.
 - 14. On backboards cables shall be supported on "D" Rings at not more than 10" on centers. Cables shall be attached to the "D" rings in vertical runs with nylon tie wraps.
- G. Category 6 Cable Testing:
- 1. All category 6 circuits shall be tested using a test set that meets the Class II accuracy requirements of TIA/EIA TSB 67 standard, including the additional tests and test set accuracy requirements of ANSI/TIA/EIA-568-A-5.
 - 2. Testing shall use the Basic Link Test procedure of TIA/EIA TSB 67, as supplemented by ANSI/TIA/EIA-568-A-5.
 - 3. All metallic cable pairs shall be tested for proper identification and continuity.
 - 4. All opens, shorts, crosses, grounds, and reversals shall be corrected. Correct color coding and termination of each pair shall be verified in the communications closet and at the outlet.
 - 5. Horizontal wiring shall be tested from and including the termination device in the communications closet to and including the modular jack in each room.
 - 6. Makes and model numbers of testing equipment shall be provided to the Engineer for approval prior to beginning installation.
 - 7. Each Category 6 cable shall be tested in accordance with ANSI/TIA/EIA TSB-67 for Link Performance Verification.
 - 8. Phone outlets with RJ11 terminations shall have a Cat 5e connector installed for testing. After testing and certification of the cable the cable shall be terminated on the telephone jack.
 - 9. Each Pair of conductors in each cable shall be tested for the following:
 - a. Wire Map
 - b. Length
 - c. Attenuation
 - d. Near End Crosstalk Loss (NEXT): Tested from both ends of cables.
 - 10. Any cable(s) not meeting the minimum standards of ANSI/TIA/EIA TSB-67 shall be removed and replaced.
 - 11. Results of the tests for each cable shall be printed out with the name of cable as affixed to the cable and terminals on site.
 - 12. A bound copy of all test results shall be provided to the Engineer and Owner prior to final inspection. The results shall be bound in protective sleeves in a three-ring binder.
- H. Labeling:
- 1. Cat 6 Cables:

- a. Each jack, Cat 6 cable, and fiber optic cable shall be labeled with an alpha/numeric identifier with a corresponding identifier on the punch down block and/or patch panel.
- b. The number shall include the alpha/numeric patch panel name and the alpha/numeric patch panel port name where the cable is terminated.
- c. Labels shall be installed at each end of Cat 6 cables where terminated.
- d. A floor plan of the facility shall be provided showing outlet locations and cable identifiers for each cable and the location of all patch panels with the corresponding identifiers.

3.24. LIGHTING FIXTURES:

- A. The installation and support of all lighting fixtures shall be the responsibility of the Electrical Contractor.
- B. Lay out work as shown, and to provide attractive and efficient arrangement.
- C. Install fixtures level, plumb, and true with ceiling and walls, and in alignment with adjacent lighting fixtures.
- D. Provide adequate and substantial supports for fixtures in accordance with manufacturers' directions and as specified herein.
- E. A Re-lock system will not be accepted for installing lights.
- F. Wire grid mounted luminaries individually to junction boxes with flexible conduit not more than 6 feet in length. Individual flexible connections shall be 2 #14 and 1 #14 ground THHN in 3/8" flexible conduit. Ground wire shall be bonded at each end.
- G. Light fixtures with center baskets shall have all fixtures in a room installed with the center baskets oriented in the same direction.
- H. Fixtures mounted in inverted "T" grids:
 - 1. For round fixtures or fixtures smaller in size than the ceiling grid, provide a minimum of two wires per fixture located within 4 inches of each corner of the ceiling grid in which the fixture is located. Do not support fixtures by ceiling acoustical panels. Fixtures shall be supported independent of the ceiling system or shall be supported by at least two metal channels spanning the grid system, and secured to, the ceiling tees. One support wire shall be attached to the center of the fixture or to each of the metal channels.
 - 2. Surface mounted fixtures:
 - a. Surface mounted fixtures installed on lay-in ceiling systems shall be supported independent of the ceiling system from the building structure with a minimum of two (2) 3/8", minimum, all-thread rods.
 - b. Install nuts and washers on inside and outside of the fixture housing to provide a rigid installation.
 - c. Provide cross bracing as required such that fixtures have no lateral movement.
- I. All stems on lighting fixtures shall be installed as follows: (except fixtures with slide grip hangers) first and last stem in row in first knockout from end of fixture. One stem shall be installed between each two fixtures, stem shall center joint, where fixtures join, and attach by use of "jointing plates". Nipples with lock nuts and bushings shall connect all fixtures in continuous rows other than recessed grid type.
- J. All suspended lighting fixtures shall be provided with chain or cable sway bracing to keep fixtures from swinging.
- K. Fixtures installed in fire rated assemblies shall be tented in accordance with the specified assembly.
- L. Means shall be provided to keep insulation 4" minimum away from fixtures not rated for direct contact with insulation.
- M. Prior to final inspection clean fixtures and lamps with a soft cloth or sponge and detergent (not soap) solution.
- N. All lighting fixtures installed in gymnasiums, hangars, high bay or similar use areas shall be equipped with wire guards.

- O. All emergency and exit lights designated on drawings shall be provided with an 1100-lumen battery ballast.
- P. All light fixtures shall be supported to the structure independent of the ceiling system on two opposite sides. Support wires shall be different color from ceiling support wires. Engage all ceiling mounting clips. If light fixture is not provided with grid support clips, then the contractor will be responsible to support the fixture on all four sides with support wires. See "Typical Lay-In Luminaire Detail" on drawings for further requirements.

3.25. PANELBOARDS:

- A. Panelboards shall be installed where shown on the drawings.
- B. Ratings and configurations shall be as scheduled and/or indicated on the drawings.
- C. The Electrical Contractor shall coordinate installation of equipment in Electrical and Electrical/Mechanical spaces with other trades such that Code required clearances and working space around the electrical equipment is maintained.
- D. Conduit termination:
 - 1. In general use panelboards with blank ends, without knockouts.
 - 2. Layout conduit entries carefully to allow clearances for drywall or CMU wall thickness, and to accommodate the number and sizes of home run conduits and specified spare conduits.
 - 3. Use Greenlee Knock-Out punch, or equal, to cut holes in panelboard ends and/or sides for conduit installation. Do not drill holes or cut holes out with snips or torch.
- E. Phase arrangement in panelboards shall be per the NEC, phase A, B, C from front to back, top to bottom, or left to right as viewed from the front.
- F. In Delta connected systems the "high" leg shall be the B phase and shall be clearly marked with an orange outer finish.
- G. Multi-Section Panelboards:
 - 1. Sub-feed conductors shall be the same size as the conductors feeding the main section.
 - 2. Circuiting originating in one section shall not pass through another section.
 - 3. Circuit conductors and grounding conductors shall originate in the same panelboard section.
 - 4. A separate isolated grounding conductor shall be installed from the main section to the sub-feed section(s).
 - 5. Where the panelboard is rated for service entrance equipment the sub-feed section shall have a separate isolated ground buss fed from the main section ground buss.
- H. Labeling:
 - 1. Each panelboard shall have an engraved phenolic plate permanently installed on the front of the panel with the panel name, current rating, and voltage rating.
 - 2. Where there is more than one nominal voltage system the panel shall also have an engraved phenolic plate describing the means of identification used to identify the phase and system of each ungrounded conductor of the system served by the panel.
 - 3. Plates shall be white with black lettering.
 - 4. Panelboard circuit numbers shall be as indicated on the panelboard schedules.

3.26. PHOTOELECTRIC CELLS, TIMERS, AND CONTACTORS FOR LIGHTING CONTROL:

- A. Install time clocks where accessible.
- B. Install photoelectric cells so that lighting fixtures do not affect the cell.
- C. Adjust time clock(s) and photoelectric cells as required for proper operation.

3.27. IDENTIFICATION AND LABELING:

- A. Feeder Designation:
 - 1. Non-ferrous identifying tags or pressure sensitive labels shall be securely fastened to all cables, feeders, and power circuits in vaults, pull boxes, manholes, switch gear and at termination of cables. Tags or labels shall be stamped or printed to correspond with markings on drawings so that feeder or cable number and phase can be readily identified.

2. Where there is more than one nominal voltage system, each ungrounded system conductor shall be identified by phase and system wherever accessible per NEC. The means of identification shall be permanently posted at each branch-circuit panelboard.
- B. Color Coding of Conductors:
1. The ungrounded (phase) conductors and the grounded (neutral) conductors of each voltage system shall be identified by the following color coding method:
 - a. 120/240 Volts, Single Phase, 3 Wire:
 - 1) Grounded (Neutral) Conductor --- White
 - 2) Ungrounded (Phase) Conductors --- Red, Black
 - b. 120/240 Volts, Three Phase, 4 wire:
 - 1) Grounded (Neutral) Conductor --- White
 - 2) Ungrounded (Phase) Conductors --- Red, Orange, Black
 - c. 120/208 Volts, 3 Phase, 4 Wire:
 - 1) Grounded (neutral) Conductor --- White
 - 2) Ungrounded (phase) Conductors --- Black, Blue, Red
 - d. 277/480 Volts, 3 Phase, 4 Wire:
 - 1) Grounded (neutral) Conductor --- Gray
 - 2) Ungrounded (phase) Conductors --- Brown, Orange, Yellow
 2. Green shall be used for equipment grounding conductors only.
 3. The insulation color shall be visible for the entire length of wire.
- C. Panelboard:
1. Each Lighting and Power Panelboard shall contain a typed circuit directory listing all circuit breakers and the load served by each.
 2. Panelboard directories shall be typewritten and shall include adequate descriptions for proper identification of individual circuits. Do not write in or on panelboards.
 3. On Distribution panelboards, provide and install an engraved laminated label for each circuit, indicating circuit's number and load served.
 4. Each panelboard shall have an engraved phenolic plate permanently installed on the front of the panel with the panel name, current rating, and voltage rating.
 5. Where there is more than one nominal voltage system each panelboard shall have an engraved phenolic plate describing the means of identification used to identify each phase, neutral, and grounding conductors of the system served by the panelboard per NEC.
 6. Plates shall be white with black lettering.
- D. Wall Switches: Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on the wall plate.
- E. Receptacles: Install a label on the face of the coverplate and tags or wire markers inside the outlet box identifying the panelboard and circuit number from which the outlet is served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of coverplate- black print on clear tape on light colored or stainless-steel plates and white print on clear tape on dark colored plates. Embossed tape labels will not be accepted. Use durable wire markers or tags within outlet boxes.
- G. Disconnect Switches:
1. Install an engraved phenolic nameplate on the front of each switch enclosure identifying the equipment served by the safety switch and source of power (i.e., panel name and circuit number).
 2. Plates shall be white with black lettering.
 3. The plates shall be permanently installed with stainless steel screws or stainless-steel rivets. Plates installed with glue or other adhesives will not be accepted.
 4. Where motor rated switches are used as service disconnect switches, labeling shall be as described for receptacles.
- H. Junction boxes: Identify circuits enclosed in concealed junction boxes on the cover with permanent marking pen.

1. For power and lighting circuits indicate panelboard of origin and panelboard circuit number(s).
 2. For auxiliary systems circuiting indicate the system and zone served.
- I. Service disconnects:
1. An additional engraved sign shall be permanently attached next to panelboard circuit breakers, on enclosed circuit breaker enclosures, and/or on disconnect switches used as service disconnects to identify each main service disconnect.
 2. The sign shall be red with white lettering a minimum of ½" high.
 3. Where multiple main disconnects are utilized the labels shall identify each as one of a group, i.e., "Service Disconnect 1 of 3", etc. where there are three service disconnects.

3.28. FIRE ALARM SYSTEM:

- A. The installation shall be by a Certified Fire Alarm Contractor who has qualified and received a permit from the State Fire Marshal, with an NICET Level III on staff.
- B. All wiring shall be in accordance with the National Electric Code and the local code having jurisdiction.
- C. Unless otherwise specified, minimum wire size shall be 14 gauge for AC and power supply connections, 14 gauge for audible alarm and auxiliary circuits, and 18 gauge for signal initiating circuits. Diagrams shall be provided for device and power wiring. Color coding and permanent numbering shall be used as recommended by the equipment supplier.
- D. All system wiring shall be installed in metal raceway in accordance with Section "Raceways".
- E. Junction boxes shall have covers painted red with the letters "FA" stenciled on the cover in 2" high white letters.
- F. Auxiliary Remote Power Supplies/Notification Appliance Circuit Extender (NAC panel):
 1. Power supplies shall be sized at 133% of proposed load. Fire Alarm submittals shall include power supply capacity and loading data.
 2. Remote power supplies shall be supervised by the FACP.
 3. The power supplies shall be installed, accessible, below ceiling, in electrical rooms or where indicated on the drawings.
- G. Where air handler shut down is controlled from the fire alarm system, the fire alarm system installer shall provide circuiting as required between the Duct Mounted Smoke Detectors and the HVAC interface/shut down relays. Circuiting connecting the relay output contacts to the HVAC control system shall be provided and installed by the Mechanical/Controls contractor.
- H. Each air handling unit shall be a separate fire alarm initiating zone.
- I. Install wire guards on all smoke detectors and notification devices installed in gymnasiums or similar use areas.
- J. Final connections to the Fire Alarm Control Panel **and Voice Panel** shall be made by a factory certified, NICET Level III, technician.
- K. A factory-trained representative of the manufacturer shall supervise connections and final testing of this system and shall complete a Certificate of Completion per NFPA 72. The Certificate of Completion shall be completely filled out and copies delivered to the Owner, Architect, and Engineer prior to the final inspection.
- L. On completion of the acceptance tests, the Owner or his representative shall be instructed in the operation and testing of the system.
- M. **At the acceptance tests, contractor shall provide engineer with smoke detector diagnostic reports for all smoke detectors. All smoke detectors more than 10% dirty shall be either cleaned or replaced until test show value less than 10%.**
- N. The fire alarm system shall be warranted free from defects in workmanship and materials, under normal use and service, for a period of one year from the date of acceptance or beneficial occupancy, whichever is earlier. Any equipment shown to be defective in workmanship or material shall be repaired, replaced, or adjusted free of charge.
- O. Identification and labeling:

1. Provide a framed building drawing identifying each zone and/or building area.
 2. Each building zone on the Fire Alarm Control panel shall relate to the building drawing in a manner that will direct the fire department to the area of a fire.
 3. On addressable systems each addressable device shall be given a name displayed on the control panel readout that will direct the fire department to the area of the fire, i.e. – South End of Zone(Building) 5; AHU-1 – Mechanical Room 201 – Building 2. Any room number reference shall be to final room numbers assigned to rooms on completion of construction.
 4. Building drawing, schedule of zones, and device identification schedule shall be submitted to the Engineer for approval prior to final inspection and acceptance.
 5. On addressable systems the contactor shall label each device with an alpha-numeric identifier that is unique to that device. This identifier shall correspond to the identifier programmed in the fire alarm control panel such that maintenance personnel may quickly and readily identify the device.
- P. Provide and install all cards and/or other hardware required to interface the new Fire Alarm Control Devices with the existing panel.

3.29. SECONDARY SURGE ARRESTERS:

- A. Secondary surge arresters shall be installed in strict accordance with the manufacturer's recommendations.
- B. Arrester may be mounted to the side of a surface mounted panelboard or trough. If such a surface is not available, the arrester shall be mounted on a bracket in its own flush mount enclosure located immediately adjacent to the service panel. Ensure that all leads are attached per manufacturer's recommendations. Excess lead length shall be cut off prior to making connections.

3.30. CONCRETE:

- A. The Electrical Contractor shall be responsible for placing concrete for electrical equipment pads, lighting standard bases, electrical equipment supports, and at other locations as indicated on the electrical drawings and/or specified herein.
- B. This Contractor shall be responsible for size, location, and orientation of the pads, bases, etc. Any required additions or modifications to concrete due to incorrect size, location, or orientation shall be the responsibility of this contractor.
- C. Concrete shall be cured for a period of not less than seven (7) days prior to setting poles, transformers, switchgear, motor control centers, or other pad mounted equipment.
- D. Forms shall be completely removed after concrete has cured and prior to setting equipment.
- E. A smooth wood float finish shall be given to exposed, unformed concrete.
- F. Honeycombed, or otherwise defective areas of concrete shall be repaired by patching with cement mortar.

3.31. INTERCOM SYSTEM:

- A. Coordinate the locations of ceiling speakers with lighting fixtures and HVAC system devices and as close to where indicated as possible. Speaker baffles shall be pulled up tight against the ceiling tiles.
- B. Cables above corridor ceilings:
 1. Cables shall be neatly bundled and supported with J-Hooks attached to the building structure a maximum of 4 feet on center.
 2. Intercom cables shall be installed on J-Hooks separate from all other auxiliary systems cables.
 3. Cables shall not come-in-contact with conduits, ceilings, lighting fixtures, ductwork, or water, sewer, or steam piping.
- C. Above inaccessible ceilings, cables shall be installed in EMT conduits. Conduits shall be terminated at each end with insulating bushings. Each end of conduit shall be easily accessible.

- D. Cables routed through finished spaces which do not have suspended ceilings shall be installed in conduit. Conduits shall be concealed above ceilings or in hollow spaces if possible. Routing of any exposed conduit shall be coordinated with the architect.

3.32. SPARE MATERIAL:

- A. Provide four type NEMA 5-20R receptacles complete with 75 feet of circuiting in conduit . For each device provide complete with all additional labor and materials for installation in a location as directed by the architect or engineer.
- B. Provide four occupancy sensor wall switches and their installation.
- C. Provide four marked time wall switches and their installation.
- D. Provide two of each type of fire alarm notification devices (speaker/strobe units, strobe only units) and 75 feet of circuiting in conduit for each device complete with all labor, programming, and material for installation in a location as directed by the engineer or architect.
- E. Provide four of each type of CO detector and 150 feet of circuiting in conduit for each device complete with all labor and material for installation in a location as directed by the engineer or architect.
- F. Provide two of each type of fire alarm heat detector devices and 75 feet of circuiting in conduit for each device complete with all labor, programming, and material for installation in a location as directed by the engineer or architect.
- G. Provide two of each type of initiating device (pull station, zone module, duct detector, smoke detector) and 75 feet of circuiting in conduit for each device complete with all labor and material for installation in a location as directed by the engineer or architect.
- H. Provide one spare set of fuses for each size and type fuse used.

3.33. EQUIPMENT TOUCHUP AND PAINTING:

- A. Clean damaged and disturbed areas on all painted surfaces of enclosures, cabinets, and equipment, sand smooth, and apply primer, intermediate, and finish coats of paint to suit the degree of damage at each location. Paint shall be the manufacturer's supplied touch up paint or a matching paint. Prep all surfaces to be painted by removing all rust, dirt, oil, and any other material that might inhibit good paint adhesion by mechanical means and/or with solvents.
- B. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
- C. Repair damage to galvanized finishes with two coats of zinc-rich paint recommended by manufacturer.
 - 1. Paint cut ends.
 - 2. Paint all drilled and punched holes.
 - 3. Paint all knicks and scratches.
 - 4. Paint all field cut conduit threads.
- D. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION