



Mobile County
PUBLIC SCHOOLS

Project Manual

Re-roofing and Renovations to Vigor High School Auditorium Building

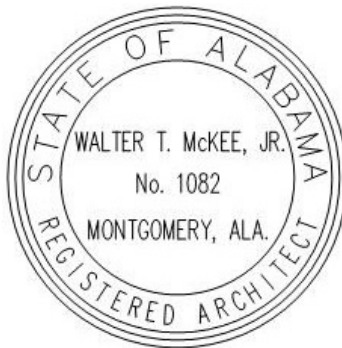
for

Mobile County Public Schools

Mobile, Alabama

Project No: 26-021
July 8, 2026

Alabama Division of Construction Management No. 2026282



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ADVERTISEMENT FOR BIDS

DCM Form C-1 Revised
August 2020

Sealed proposals will be received by the **Board of School Commissioners of Mobile County**, 1 Magnum Pass, Mobile, Alabama 36618, in the Facilities Conference Room, Building F, until **2:00 PM local time on Tuesday, September 8, 2026**, for:

**RE-ROOFING AND RENOVATIONS
TO VIGOR HIGH SCHOOL AUDITORIUM BUILDING
FOR MOBILE COUNTY PUBLIC SCHOOLS
MOBILE, ALABAMA
MCKEE PROJECT NO. 26-021**

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

A **Mandatory Pre-Bid Meeting** is scheduled to be held at **10:00 AM. local time, Tuesday, August, 25, 2026**, at MCPSS in the Facilities Conference Room, Building F.

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

Drawings and specifications may be examined at **Lathan McKee Architects, 3500 Eastern Blvd, Montgomery, AL 36116, (334) 834-9933**, and F.W. Dodge Plan Rooms in Montgomery and Birmingham, CMD Group, Document Processing Center, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-2912, and through SCAN.

Bid Documents may be obtained from **Lathan McKee Architects** at a cost of \$75.00 per set and full refund if plans and specifications are returned and in good working condition within (10) ten days of bid opening.

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

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

Re-roofing and Renovations to Vigor High School Auditorium Building for Mobile County Public Schools Mobile, Alabama Project No: 26-021

BIDDING REQUIREMENTS

- Advertisement For Bids (Provided by Owner)
- Instructions to Bidders (DCM Form C-2)
- Mobile County Public Schools Bid Proposal Required Documentation (MCPSS)
- Request For Information (McKee Form)
- Prior Approval/Substitution Request Form (McKee Form)
- Proposal Form (DCM Form C-3)
- Unit Price Item Legend (McKee Form)
- Accounting of Sales Tax (DCM Form C-3A)
- Form Of Bid Bond (DCM Form C-4)
- Special Instructions to Bidders (McKee Form)

CONTRACT FORMS

- Preparation and Approval of Construction Contracts and Bonds (DCM Form B-7)
- Construction Contract (DCM Form C-5) with Article 37 Excerpt from DCM Form C-8
- Alabama Taxpayer and Citizen Protection Act Affidavit (MCPSS)
- Covenant Against Contingent Fees (MCPSS)
- Docusign Information Sheet for Contractors (MCPSS)
- Vendor Minority Questionnaire (MCPSS)
- Performance Bond (DCM Form C-6)
- Payment Bond (DCM Form C-7)

- General Conditions of the Contract (DCM Form C-8)
- Supplement to General Conditions of the Contract (McKee Form)
- State of Alabama Disclosure Statement Form, Required by Article 3B of Title 41, Code of Alabama 1975 with Information and Instructions regarding Relationships Between Contractor/Grantees and Public Officials/Employees.
- State of Alabama E-Verify Memorandum of Understanding Instructions *with* ABC Bulletin Alabama Immigration Law Guidance for School Boards (Revised May 2012).
- Supplemental E-Verify Memorandum of Understanding (McKee Form)

GENERAL CONDITIONS

- Pre-Construction Conference Checklist (DCM Form B-8)
- Detail Of Project Sign (DCM Form C-15)
- Application and Certificate for Payment (DCM Form C-10)
- Schedule Of Values, (DCM Form C-10SOV) Attachment to DCM Form C-10
- Inventory Of Stored Materials, (DCM Form C-10SM) Attachment to DCM Form C-10
- Progress Schedule and Report (DCM Form C-11)
- Electronic Change Order Checklist, (DCM Form B-12) For Use With DCM Form C-12
- Contract Change Order (DCM Form C-12 (fully locally-funded K-12 Schools))
- Change Order Justification (DCM Form B-11) Attachment to DCM Form C-12
- General Contractor's Roofing Guarantee (DCM Form C-9)
- Certificate of Substantial Completion (DCM Form C-13 & 13A)
- Final Payment Checklist (DCM Form B-13)
- Contractor's Affidavit of Payment of Debts and Claims (DCM Form C-18)
- Contractor's Affidavit of Release of Liens (DCM Form C-19)
- Consent of Surety to Final Payment (DCM Form C-20)
- Form of Advertisement for Completion (DCM Form C-14)
- Certificate of Asbestos Free Building Materials (McKee Form)

TECHNICAL SPECIFICATIONS

DIVISION 01	GENERAL REQUIREMENTS
01000	Alternates
01010	Scope of Work
01011	Contingency Allowances
01045	Cutting and Patching
01250	Contract Modification Procedures
01320	Construction Progress Documentation
01322	Photographic Documentation

01600	Product Requirements
01700	Execution Requirements
01770	Closeout Procedures
01781	Project Record Documents
01782	Operation and Maintenance Manuals
01820	Demonstration and Training

DIVISION 02 SITE WORK

02070	Selective Demolition
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DIVISION 03 CONCRETE

Not Applicable

DIVISION 04 MASONRY

04200	Unit Masonry
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DIVISION 05 METAL

05500	Miscellaneous Steel and Metal Fabrications
05520	Non-Penetrating Steel Railing System

DIVISION 06 CARPENTRY

06100	Rough Carpentry
06200	Finish Carpentry

DIVISION 07 MOISTURE PROTECTION

07521	(Heat Weld SBS) Modified Bituminous Membrane Roofing
07600	Flashing and Sheet Metal
07840	Firestopping
07900	Joint Sealers

DIVISION 08

Not Applicable

DIVISION 09 FINISHES

09209	Restoration of Plaster Surfaces
09250	Gypsum Drywall
09900	Painting
09965	Elastomeric Coating

DIVISION 10 SPECIALTIES

Not Applicable

DIVISION 11 EQUIPMENT

Not Applicable

DIVISION 12 FURNISHINGS

Not Applicable

DIVISION 13 SPECIAL CONSTRUCTION

13010 Asbestos Removal

DIVISION 14 CONVEYING EQUIPMENT

Not Applicable

DIVISION 15 MECHANICAL

15100 Mechanical General Requirements

15200 Testing and Balancing Air Distribution Systems

15800 Heating, Ventilation, and Air Conditioning

15900 Automatic Temperature Controls System (ATCS)

DIVISION 16 ELECTRICAL

16100 Electrical (Reference Electrical Drawings for Specifications)

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INSTRUCTIONS TO BIDDERS

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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.

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Mobile County Public Schools Bid Proposal

Required Documentation

The documents listed on this form are required with your bid proposal. Any missing documentation will render your bid unresponsive and cannot be accepted.

REQUIRED DOCUMENTATION

1. Delivery Envelope with Company Name, Project Name, License Number, and any Envelope Adjustments
2. Proposal DCM Form C-3 - Missing Information will render bid unresponsive
3. Attachment A - Unit Prices (If unit pricing is called out in the specifications)
4. Attachment B - Accounting of Sales Tax
5. Bid Security (Bid Bond or Cashier's Check)
6. Roofing Manufacturer's Certification (only if project involves roofing work - provided by roofing contractor)
7. State of Alabama Disclosure Statement
8. Vendor Minority Questionnaire
9. Covenant Against Contingency Fees
10. State of Alabama General Contractors License
11. List of Subcontractors and Suppliers (If not included in bid proposal, it must be turned in within 24hrs of the bid)
12. E-Verify Memorandum of Understanding

All other required documentation must be turned in with the Construction Contract.

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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

Kevin Singleton, Project Manager

ksingleton@lathanmckee.com
Email

Warwick Woodham, Project Manager

wwoodham@lathanmckee.com
Email

From: _____
Name

Company

Email

Project Number: _____

Issue Date: _____

Project: _____

Request For Information Number: _____

☐ 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.)

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

REQUEST FOR INFORMATION (RFI)
0000- 1

LATHAN-MCKEE PROJECT NO: 26-021

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: _____

Other: _____

RECEIVERS REPLY:

Signed by: _____ Date: _____ Copies to: _____

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

REQUEST FOR INFORMATION (RFI)
0000- 2

LATHAN-MCKEE PROJECT NO: 26-021

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

Kevin Singleton

ksingleton@lathanmckee.com

Email

Warwick Woodham

wwoodham@lathanmckee.com

Email

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: _____

Contract For: _____

Project: _____

Re: _____

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**

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM
0000-1

LATHAN-MCKEE PROJECT NO: 26-021

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:

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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.

UNIT PRICE ITEM LEGEND

**Re-roofing and Renovations to
Vigor High School
Auditorium Building
for
Mobile County Public Schools
Mobile, Alabama**

Lathan-McKee Project No: 26-021

Legal Name of Bidder _____

Mailing Address _____

The General Contractor shall include the Unit Prices below in their Base Bid Proposal. The quantities assigned below are above and beyond the amounts required to complete the work required by the bid documents. This Unit Price Item Legend shall be submitted with the sealed Proposal.

SCHEDULE OF UNIT PRICES:

UNIT PRICES: The Unit Prices below establishes Unit Prices so that the Owner can delete/add quantities from the Contract(s) required.

UNIT PRICE #1:

The Contractor shall include in his Base Bid proposal the cost to remove approximately ___ **CY** of _____.

100 CY @ _____ **per CY = \$** _____ **Included in Base Bid**

UNIT PRICE #2:

The Contractor shall include in his Base Bid proposal the cost to remove approximately ___ **CY** of _____.

250 cy @ _____ **per CY = \$** _____ **Included in Base Bid**

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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.

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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

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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: McKee & Associates, 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

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

SPECIAL INSTRUCTIONS TO BIDDERS
PAGE-4

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

CHECKLIST

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

CONSTRUCTION CONTRACT - DCM Form C-5 or DCM Form 9-A (PSCA Projects)	
The numbers in the left column below correspond to numbers in the left margin of the Contract form. Construction Contracts must be activated by the Lead Design Professional Firm via DocuSign PowerForm links available from DCM's Engage Portal at https://engagealabama-rpm.facilityforce.cloud.	
(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

It is the Activator/Form Filler's responsibility to add the names and email addresses of the Owner, Architect, and Contractor Recipients to the DocuSign PowerForm. Routing for e-signatures in sequential order then occurs automatically.

**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. |

ALABAMA VENDOR DISCLOSURE STATEMENT

This Statement is built into the DocuSign Construction Contract document stack and is required per Section 41-16-82 of the Code of Alabama.

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 all insurance coverage specified in Article 37 of the General Conditions of the Contract - required per Section 39-2-8 of the Code of Alabama.
- 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.

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 1/3 of 1% of the total construction cost, due in two parts: 1/6.5 of 1% (.15%) of the Project Budget for administration of the O/ A Agreement. 1/6.5 of 1% (.15%) 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.

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@rpm.alabama.gov.

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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 (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.

ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

AFFIDAVIT

To be completed as a condition for the award a contract by Mobile County Board of School Commissioners to a business entity or employer that employs one or more employees in conformance with sections 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act; Code of Alabama, Sections 31-13-9 (a) and (b)

State of _____

County of _____

Before me, the undersigned authority, personally appeared

_____ (affiant) who, being duly sworn doth depose and say as follows:

As a condition for the award of the contract for _____

I _____ (name), on behalf of _____ (business entity), and with lawful authority to act in its behalf, attest to the following from personal knowledge:

That said business entity does not knowingly employ, hire for employment, or continue to employ an individual who is not authorized to work in the United States.

That said business entity is enrolled in the E-Verify program (*Attach completed E-Verify Program for Employment Verification Memorandum Of Understanding*).

That while performing work under said contract, that said business entity will verify the immigration status of every employee who is required to be verified according to the applicable federal rules and regulations; and

That said business entity shall acquire from its subcontractors notarized affidavits that they will not knowingly employ, hire for employment or continue to employ unauthorized aliens, that they will enroll in E-Verify before performing any contract work, and that they shall attach to the affidavits documentation establishing their enrollment in E-Verify.

(Signature of Affiant)

(Date)

Sworn to and subscribed before me this _____ day of _____, 2_____

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

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COVENANT AGAINST CONTINGENT FEES

The **CONTRACTOR** warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Board of School Commissioners of Mobile County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

AUTHORIZED SIGNATURE

PRINT NAME

FOR (*COMPANY NAME*)

DATE

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Mobile County PUBLIC SCHOOLS

LOUIS ANDERSON, EXECUTIVE MANAGER OF FACILITIES

JAMES TRULY, FACILITIES MAINTENANCE MANAGER

FACILITIES DEPARTMENT, PO BOX 180069, MOBILE, AL 36689 251-221-4650

CONTRACT ADMINISTRATOR: MIKE GRISWOLD (CELL: 251-802-5746)

CONTRACT SPECIALISTS: ROBERT KIMBROUGH (CELL: 251-721-6894) AND JOHN SEITZ (251-721-2168)

Questions regarding this form should be directed to: Debora Pruitt at 251-221-4650 or dspruitt@mcpss.com

INFORMATION NEEDED FROM CONTRACTOR OF WINNING BID

In order to start the construction contract process in DocuSign, the following information is needed. Please complete and return to Debora Pruitt @ dspruitt@mcpss.com as soon as possible.

PROJECT NAME:

DCM #:(REQUIRED)

FPN #:(REQUIRED)

PSCA #:

For PSCA-funded projects, when you enter your invoices in DocuSign, list the following names & e-mail addresses:

- 1) Owner Draft Reviewer: Debora S. Pruitt dspruitt@mcpss.com;**
- 2) Owner Draft Signer: Louis Anderson landerson1@mcpss.com;**
- 3) CFO: Lori A. Zirlott lazirlott@mcpss.com.**

FULL COMPANY NAME:

COMPANY ADDRESS & PHONE #:

TOTAL BID AMOUNT, INCLUDING ALL *ACCEPTED* ALTERNATES: \$

LIST ALL ALTERNATE NUMBERS AND DOLLAR AMOUNTS. ADD ADDITIONAL LINES IF NEEDED.

IF THERE ARE NO ALTERNATES, PLEASE TYPE NONE HERE: _____

Alt #1 - \$

Alt #3 - \$

Alt #2 - \$

Alt #4 - \$

NUMBER OF CONTRACT DAYS:

NAME OF ARCHITECTURAL FIRM:

CONSTRUCTION CONTRACTOR – DRAFT REVIEWER

FULL NAME:

E-MAIL ADDRESS:

CONSTRUCTION CONTRACTOR – SIGNER

FULL NAME:

E-MAIL ADDRESS:

CONTRACTOR'S SURETY (BOND) COMPANY'S ATTORNEY-IN-FACT SIGNER

FULL NAME:

E-MAIL ADDRESS:

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BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: ☐ YES ☐ NO

IS THE COMPANY OWNED BY: ☐ MALE ☐ FEMALE ☐ BOTH

IS THE COMPANY INCORPORATED ☐ YES ☐ NO

ETHNICITY OF OWNERSHIP:

☐ ASIAN AMERICAN

☐ AMERICAN INDIAN

☐ BLACK

☐ DISABLED

☐ HISPANIC

☐ OTHER (PLEASE SPECIFY): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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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.

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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.

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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. OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority” as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- O. THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- P. PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- Q. SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- R. SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.
- S. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

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

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

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

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

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

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

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

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

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

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

F. SEVERABILITY.

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

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

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

- A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

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

ARTICLE 5
OWNERSHIP of DRAWINGS

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

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

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

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

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

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

B. SUPERINTENDENT

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

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

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

C. EMPLOYEES

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

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

- A. In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.
- B. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.
- (1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- (2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C. If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D. If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8
SURVEYS by CONTRACTOR

- A. The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.
- B. The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

ARTICLE 9
SUBMITTALS

- A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:
 - (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
 - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and

with the Contractor's intended Construction Methods.

- E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.
- F. In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.
- G. If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria specified in the Contract Documents.

H. DEVIATIONS

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

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

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

I. ARCHITECT'S REVIEW and APPROVAL

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

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

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

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

B. "POSTED" SET

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

C. RECORD SET

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

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

ARTICLE 11
“AS-BUILT” DOCUMENTS

- A. Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of “As-built” documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of “As-built” documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.
- B. The Contractor shall use the following methods for incorporating information into the “As-built” documents:
- (1) Drawings**
- (a)** To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.
- (b)** Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.
- (c)** Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.
- (d)** Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.
- (e)** Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.
- (2) Project Manual**
- (a)** A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.
- (b)** Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.
- (c)** Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.
- C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the “As-built” documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12
PROGRESS SCHEDULE

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

- A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using DCM Form C-11, "Sample Progress Schedule and Report", (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.
- C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, it may be used in lieu of DCM Form C-11.
- D. The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter

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

- C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by “or approved equal” or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.
- D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.
- B. The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor’s operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C. The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

- D. The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
- E. The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F. If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G. The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.
- H. The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.
- J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15

HAZARDOUS MATERIALS

- A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and

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

- C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.
- D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

- (1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.
- (2) The Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.
- (3) The Architect will inspect the Work as a representative of the Owner. The Architect's inspections may be supplemented by inspections by the DCM Project Inspector as a representative of the Alabama Division of Construction Management.

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

B. TYPES of INSPECTIONS

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

(a) **Pre-construction Conference.**

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

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

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

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

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

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

C. INSPECTIONS by the ARCHITECT

- (1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than “minor” deviations as defined in Article 9 and “minor” changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.
- (2) The Architect will visit the site at intervals appropriate to the stage of the Contractor’s operations and as otherwise necessary to:
 - (a) become generally familiar with the in-progress and completed Work and the quality of the Work,
 - (b) determine whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be completed within the Contract Time,
 - (c) visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor’s performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
 - (d) endeavor to guard the Owner against Defective Work,
 - (e) review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
 - (f) keep the Owner fully informed about the Project.
- (3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and DCM Project Inspector, any Defective Work recognized by the Architect.
- (4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect’s reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.
- (5) “Inspections by the Architect” includes appropriate inspections by the Architect’s consultants as dictated by their respective disciplines of design and the stage of the Contractor’s operations.

D. INSPECTIONS by the DCM PROJECT INSPECTOR

- (1) The DCM Project Inspector will:
 - (a) participate in scheduled inspections and conferences as practicable,
 - (b) perform periodic inspections of in-progress and completed Work to ensure code compliance of the Project and general conformance of the Work with the Contract Documents, and
 - (c) monitor the Contractor's progress and performance of the Work.
- (2) The DCM Project Inspector shall have the authority to:
 - (a) reject Work that is not in compliance with the State Building Code adopted by the DCM, unless the Work is in accordance with the Contract Documents in which case the DCM Project Inspector will advise the Architect to initiate appropriate corrective action, and
 - (b) notify the Architect, Owner, and Contractor of Defective Work recognized by the DCM Project Inspector.

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

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

E. UNCOVERING WORK

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

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

F. SPECIFIED INSPECTIONS and TESTS

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

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

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

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

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

ARTICLE 17

CORRECTION of DEFECTIVE WORK

- A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.
- C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: (1) additional testing and inspections, including repeating Specified Inspections and Tests, (2) reasonable services and expenses of the Architect, and (3) the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18

DEDUCTIONS for UNCORRECTED WORK

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

ARTICLE 19

CHANGES in the WORK

A. GENERAL

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

authorized only by the Owner.

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

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

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

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

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

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

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

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

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

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

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

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

- (a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;
- (b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;
- (c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;
- (d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;
- (e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and
- (f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

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

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

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

D. CHANGE ORDER PROCEDURES

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

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

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

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

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

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

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

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

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

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

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

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

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

- B. The Contractor’s notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.
- C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
 - (1) The cited instruction is rescinded.
 - (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
 - (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.
- E. If the Architect’s response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect’s response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

“Differing Site Conditions” are:

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

B. PROCEDURES

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

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

ARTICLE 22 **CLAIMS for DAMAGES**

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

ARTICLE 23 **DELAYS**

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.
- B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
 - (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual

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

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

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

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

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

B. CONTINUANCE of PERFORMANCE

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

C. GOOD FAITH EFFORT to SETTLE

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

D. FINAL RESOLUTION for STATE-FUNDED CONTRACTS

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

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

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

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

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

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

ARTICLE 25 **OWNER'S RIGHT to CORRECT DEFECTIVE WORK**

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

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

A. STOPPING the WORK for CAUSE

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

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

B. SUSPENSION by the OWNER for CONVENIENCE

- (1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.
- (2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

ARTICLE 27
OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

- (1) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:
 - (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
 - (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
 - (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
 - (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
 - (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
 - (f) is otherwise guilty of a substantial breach of the Contract.
- (2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$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" × 11" for DCM's scanning purposes and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

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

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

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

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

D. MATERIALS STORED OFF SITE

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

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and

the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;

- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

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

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

F. CONTRACTOR'S CERTIFICATION

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

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

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect's review, approval, and certification of Applications for Payment shall be based on

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

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

ARTICLE 31 **PAYMENTS WITHHELD**

- A.** The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1)** Defective Work;
 - (2)** filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
 - (3)** the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
 - (4)** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract

Sum;

- (5) damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;
 - (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or
 - (7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.
- B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.
- C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
- (1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.
 - (2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.
- D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32

SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, Owner, and Technical Staff of the Alabama Division of Construction Management.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a

Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.

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

D. CERTIFICATE of SUBSTANTIAL COMPLETION

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

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

- (a) the Work, or designated portion of the Work, is accepted by the Architect, Owner, and Alabama Division of Construction Management as being ready for occupancy,
- (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance), and
- (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

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

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

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

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

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

B. BEFORE SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

ARTICLE 34
FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

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

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

(2) Final Acceptance of the Work.

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

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

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

- (6) Delivery by the Contractor to the Owner through the Architect of DCM Form C-18: Contractor's Affidavit of Payment of Debts and Claims, and a Release of Claims, if any, and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety to Final Payment, if any, to Contractor. This Consent of Surety is required for projects which have Payment and Performance Bonds.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.
- (9) See Manual of Procedures Chapter 7, Section L.7 concerning reconciliation of contract time, if any.

B. FINAL ACCEPTANCE of the WORK

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

C. ADVERTISEMENT for COMPLETION

(1) **If the Contract Sum is 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.

ARTICLE 38
PERFORMANCE and PAYMENT BONDS

A. GENERAL

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

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$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

In compliance with Ala. Act No. 2023-409, by signing this contract, the contracting parties provide written verification that they, without violating controlling law or regulation, do not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if a contracting party employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

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

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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: "**Mobile County Public 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 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

T. 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 Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

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

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

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



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.

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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).

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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

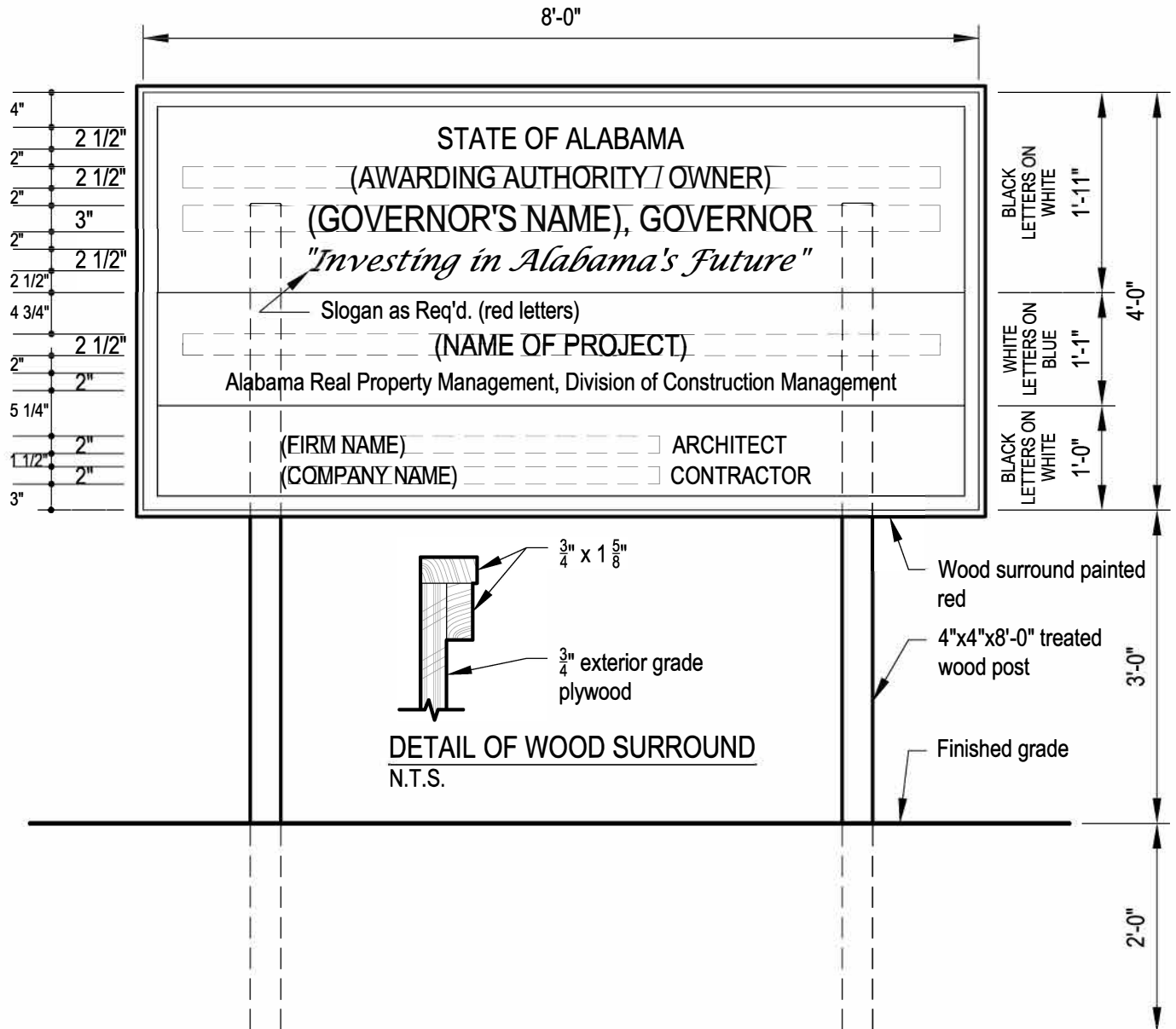
60. Advertisement of Completion - start ad after substantial completion

- 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.

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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.

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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 _____
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DCM Form C-10SOV Revised October 2021 SCHEDULE OF VALUES (SOV)									
Project:		DCM (BC) Project Number:							
Contractor Company:		PSCA Project Number, if any:							
		Application Number:							
		Application Date:							
		Period From:							
		Period To:							
A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value (including fully executed [signed by all parties] change order amounts)	Work Completed		Total Work Completed to Date (This application SOV's D + E)	Materials Presently Stored (G total greater than \$0 must match C-10SM's column E total. This SOV's G amounts are not in this SOV's D nor E amounts.)	Total Work Completed to Date & Materials Presently Stored (This SOV's 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:
2.					\$ -		\$ -		
3.					\$ -		\$ -		
4.					\$ -		\$ -		
5.					\$ -		\$ -		
6.					\$ -		\$ -		
7.					\$ -		\$ -		
8.					\$ -		\$ -		
9.					\$ -		\$ -		
10.					\$ -		\$ -		
11.					\$ -		\$ -		
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15.					\$ -		\$ -		
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20.					\$ -		\$ -		
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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.									

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INVENTORY OF STORED MATERIALS

DCM Form C-10SM
Revised October 2021[illegible]

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**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
November 2025

ELECTRONIC CHANGE ORDER CHECKLIST

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

Change Orders must be activated by the Lead Design Professional Firm via DocuSign PowerForm links available from DCM's Engage Portal at <https://engagealabama-rpm.facilityforce.cloud>.

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.

1.	CHANGE ORDER NUMBER: Insert current change order number.
2.	DATE: Insert date.
3.	DCM PROJECT NUMBER: Insert DCM Project Number in the block provided at top of document. On DCM Form 9-J, insert the PSCA Project Number in the field provided.
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 on the Construction Contract. 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: It is the Activator/Form Filler's responsibility to add the names and email addresses of the Owner, Architect, and Contractor Recipients to the DocuSign PowerForm. Routing for e-signatures in sequential order then occurs automatically.
12.	ATTACHMENTS to each Change Order: - 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). - 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. - Sales tax cannot be included in change orders. - 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. POWER OF ATTORNEY for the individual signing the Contract Change Order for the surety. DCM Form B-11, CHANGE ORDER JUSTIFICATION: completed and signed by the design professional and owner.

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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://engage.alabamapm.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.**

GENERAL CONTRACTOR'S ROOFING GUARANTEE

DCM Project No. _____

Project Name & Address	Project Owner Entity(ies) Name(s) & Address(es)
------------------------	---

General Contractor's Company Name, Address, & Telephone Number	EFFECTIVE DATES OF GUARANTEE
	Date of Acceptance:
	Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.
2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.
3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

- A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.
- B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.
- C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.
- D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
- E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day
of _____, _____.

General Contractor's Authorized Signature

Typed Name and Title

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

DCM Form C-13
Revised March 2025
(Must be activated via DocuSign link from DCM's Engage Portal)

DCM No. _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER ENTITY NAME AND ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME AND ADDRESS:
CONTRACTOR COMPANY NAME AND ADDRESS:	BONDING COMPANY NAME AND ADDRESS:
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" or "Partially Substantially Complete" means the designated Work, or portion of 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.

Attach Architect/Engineer's DCM Form B-10: Statement of Observations from Final Inspection with List of Attendees (required), and Punch List (if applicable). 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.

DCM INSPECTOR: _____	RECOMMENDED BY: ARCHITECT/ENGINEER: _____ CONTRACTING PARTIES: CONTRACTOR: _____ OWNER: _____
DCM CHIEF INSPECTOR: _____	
DCM DIRECTOR: _____	

Attachments

All DCM Forms required as attachments are available from https://dcm.alabama.gov/forms_DocuSignCOSC.aspx

- The Lead Design Professional's (LDP's) report from Final Inspection on DCM Form B-10: Statement of Observations with list of attendees (required), and punch list (if applicable); attached by the LDP Firm Signer using the first page's Attach button which is only available to the LDP Firm Signer.

Other attachments required when applicable to the project; can be attached by either the Form Filler or the LDP Firm Signer:

The optional attach buttons are available to the Form Filler and the LDP Firm's Signer during their respective turns to attach the following items. Do not duplicate attachments. Please attach documents in the order listed below (documents are attached in the order as you select them from your device):

- Roof Warranty(s): Attach the executed DCM Form C-9: General Contractor's Roofing Guarantee and any other roofing warranty required by the contract. 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.
- Engineer final observation reports.
- Fire Alarm Record of Completion.
- Any additional documents requested by the DCM Inspector at Final Inspection.
- DCM Form B-14: Certification of Structural Observations (for storm shelter) (the Engineer's Seal must show on the copy) for the following projects:
 - All new buildings constructed on the grounds of new public K-12 schools.
 - All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4- year institutions of higher education.
- DCM Form C-17: Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter (Hurricane Shelter Where Applicable) for the following projects:
 - All new buildings constructed on the grounds of new public K-12 schools.
 - All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4- year institutions of higher education.
 - State Agency/Authority projects when assigned to DCM.
- DCM Form B-15: Owner's Statement of Responsibility for Tornado Storm Shelter (Hurricane Shelter Where Applicable) for the following projects:
 - All new buildings constructed on the grounds of new public K-12 schools.
 - All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4- year institutions of higher education.
 - State Agency/Authority projects when assigned to DCM.

Do NOT attach:

- Un-flattened drawings (If needed, attach drawings that are formatted to display as letter-size, and are flattened; the pdfs must not include layers nor PDF comments. PDFs that are not flattened may not be viewable on DCM equipment).
- Excessive photos.
- Duplicate documents.
- Close-out documents unless requested.

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.

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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:

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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:

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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.

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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.

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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 _____

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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** - Cost for the replacement of four (4) air handlers and four (4) condensers. Refer to Mechanical Drawings for additional information.
- B. **Additive Bid Alternate #2** - Cost for the Electrical Submetering work as described on Sheet E2.3. Refer to Electrical Drawings for additional information.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

END OF SECTION

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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 Time.**
 - 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.
- 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, October 2024).

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) Contractor Completion Time Form for all work as indicated on drawings and specifications if document is included in the project manual.
- e. One (1) Bid Bond or certified check.
- f. One (1) Sales Tax Form.

1.5 COMPLETION TIMES

- A. All work shall be completed no later than **120** days from the Notice to Proceed issued by owner.

1.6 DIVISION OF CONSTRUCTION MANAGEMENT USER FEES & OTHER FEES

- A. Refer to the Alabama Department of Finance, Construction Management Division Administrative Code, Chapter 355-16-1, "Collection of User Fees" dated March 31, 2020.
 - 1. The Contractor shall include in his Base Bid Proposal all "Basic Permit Fee".
 - 2. **Do not** include the "Plan Review Fee" or the "Contract Administration Fee" in your Proposal.
 - 3. The Contractor shall be responsible for all "Re-Inspection Fees" per 355-16-1-.03 "Fees Required", (5) "Additional Fees", (b).

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 McKee & Associates, 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

1.9 SUPERVISION

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

1.10 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

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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 " Mobile County Public Schools".

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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.

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:

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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

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SECTION 01011 - CONTINGENCY ALLOWANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND GENERAL INFORMATION

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

PART 2 - CONTINGENCY ALLOWANCES

2.1 BASE BID PROPOSAL

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

PART 3 – AUTHORIZATION OF CONTINGENCY ALLOWANCES

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

3.4 CONTINGENCY ALLOWANCE AUTHORIZATION FORM

Form to be filled in its entirety.

To: Lathan + McKee Architects From: _____
Project: _____ Company _____
_____ Address _____
_____ Contact and Email _____
Project Number _____ Date: _____
Building Commission Number: _____ Authorization Number: _____

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

TOTAL AMOUNT OF THIS AUTHORIZATION \$

ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE \$

NET TOTAL OF PREVIOUS AUTHORIZATIONS \$

PREVIOUS REMAINING CONTINGENCY ALLOWANCE \$

TOTAL AMOUNT OF THIS AUTHORIZATION \$

CONTINGENCY ALLOWANCE REMAINING
AFTER THIS CONTINGENCY \$

Recommended By: _____ Authorized By: _____ Accepted By: _____
Architect _____ Owner _____ Contractor _____

END OF SECTION

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CONTINGENCY ALLOWANCE
01011-2

LATHAN-MCKEE PROJECT NO: 26-021

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 paint, 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

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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 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:
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

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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.

1.7 MAINTENANCE MANUALS, WARRANTIES, AND GUARANTEES:

- A. Unless indicated otherwise, furnish **one (1) original and one (1) copy of each item** required by the Project Manual.
- B. Furnish to Architect for review, and then to Owner, in **two (2) separate sets bound in three-ring binders**, permanently and clearly identifying the project and contents on front and edge.

- C. Additionally, furnish **two (2) sets of digital copies** in latest edition of ISO/Adobe compliant "Portable Document Format" ("PDF") saved as "Read Only" on thumb drives, clearly and permanently labeled as to their contents. MINIMUM RESOLUTION shall be 300 dpi for small format documents and 600 dpi for large format documents ("large format" is defined as larger than 11" x 17"). Original documents which include color, colored markings, etc., shall be scanned and saved as color documents. Documents may be saved in a non-proprietary ISO compliant self-extracting compressed file format, and no documents shall be password protected.

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

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SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTALS

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

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

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

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

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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 04200 - UNIT MASONRY

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 each type of masonry work is indicated on drawings and schedule.
- B. Types of masonry work required include.
 - 1. Concrete unit masonry.
 - 2. Brick masonry.

1.3 QUALITY ASSURANCE

- A. Fire Performance Characteristics: Where indicated, provide materials and construction which are identical to those of assemblies whose fire endurance has been determined by testing in compliance with ASTM E 119 by a recognized testing and inspecting organization or by another means, as acceptable to authority having jurisdiction.
- B. Single Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.
- C. Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.
- D. Samples: Submit the following samples:
 - 1. Unit masonry samples for each type of exposed masonry unit required; include in each set the full range of exposed color and texture to be expected in completed work.
 - 2. Include size variation data verifying that actual range of sizes for brick falls within ASTM C652 dimension tolerances for brick where modular dimensioning is indicated. The grade shall be SW and the type HBS.
- E. Field Constructed Mock-Up Panel: Prepare mock-up panel for the following types of masonry. Purpose of mock-up is further verification of selections made for color and finish under sample submittals and establishing standard of quality for aesthetic effects expected in completed work. Build mock-up panel to comply with the following requirements:
 - 1. Locate mock-up panel on site where directed by the Architect.
 - 2. Build mock-up panel of typical exterior masonry wall, approximately 4'-0" long by 4'-0" high, showing all typical components, connections, attachments to building structure and methods of installation.
 - 3. Retain mock-up panel during construction as standard for judging completed masonry work. When directed, demolish mock-up panel and remove from site.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver masonry materials to project in undamaged condition.
- B. Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion or other causes. Store masonry units off the ground.
- C. Store cementitious materials off the ground, under cover and in dry location.
- D. Store aggregates where grading and other required characteristics can be maintained.

- E. Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

1.5 PROJECT CONDITIONS

- A. Protection of Work: During erection, cover top of walls with waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.
- B. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
- C. Do not apply uniform floor or roof loading for at least 24 hours after building masonry walls or columns.
- D. Staining: Prevent grout or mortar or soil from staining the face of masonry to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry.
- E. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
- F. Protect sills, ledges and projections from droppings of mortar.
- G. Environmental Protection:
 - 1. Maintain air temperature and materials to a minimum of 40 degrees F and a maximum of 90 degrees F prior to and during masonry work
 - 2. Do not lay masonry units which are wet or frozen.
 - 3. Remove masonry damaged by freezing conditions.
- H. For clay masonry units with initial rates of absorption (suction) which require them to be wetted before laying, comply with the following requirements.
 - 1. For units with surface temperatures above 32°F wet with water heated to above 70°F.
 - 2. For units with surface temperatures below 32°F wet with water heated to above 130°F.

PART 2 - PRODUCTS

2.1 CONCRETE MASONRY UNITS

- A. General: Comply with referenced standards and other requirements indicated below applicable to each form of concrete masonry unit required.
 - 1. Provide special shapes where required for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions.
 - 2. Provide bullnose units for outside corners, except where indicated as square-edged.
- B. Concrete Block: Provide units complying with characteristics indicated below for Grade, Type, face size, exposed face and under each form of block included, for weight classification.
 - 1. Grade N
 - 2. Size: Manufacturer's standard units with nominal face dimensions of 16" long x 8" high x thickness indicated.
 - 3. Type I: moisture-controlled units.
 - 4. Exposed Faces: Manufacturer's standard color and texture, unless otherwise indicated.
 - 5. Hollow Loadbearing Block: ASTM C 90 and as follows:
 - a. Weight Classification: Lightweight
 - 6. All CMU sills shall be bullnose concrete block, unless another material is indicated on the drawings. If the sills are indicated to receive another material (ie: Solid Surface fabrication, wood, etc.) placed on top of the CMU sill, the CMU sill shall be straight edged concrete block units.

2.2 BRICK MADE FROM CLAY OR SHALE

- A. Manufacturers: The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. ACME Brick Company, Montgomery, AL
 - 2. Boral Bricks, Phenix City, AL
 - 3. Henry Brick Company, Selma, AL
 - 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.
- B. General: Comply with referenced standards and other requirements indicated below applicable to each form of brick required.
- C. Provide special molded shapes where indicated and for application requiring brick of form, size and finish on exposed surfaces which cannot be produced from standard brick sizes by sawing.
- D. For sills, caps and similar applications resulting in exposure of brick surfaces which otherwise would be concealed from view, provide uncured or unfroged units with all exposed surfaces finished.
- E. Facing Brick: Submit samples for approval of equals prior to bids. Eased edge brick shall not be allowed.
- F. BRICK ALLOWANCES
 - 1. *Face Brick* shall **MATCH EXISTING BRICK**.
 - 2. *Accent Brick* (If Applicable) shall **MATCH EXISTING BRICK**.

2.3 MORTAR AND GROUT MATERIALS

- A. Manufacturers: The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Atlas
 - 2. Citadel
 - 3. Lone Star
 - 4. Magnolia
 - 5. 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.
- B. Masonry Cement: ASTM C 91.
 - 1. Type S for CMU walls
 - 2. Type N for Exterior Face and Accent brick – color pigment.
- C. Mortar:
 - 1. *Face and Accent Brick* Mortar shall **MATCH EXISTING MORTAR**.
- D. Hydrated Lime: ASTM C 207, Type S.
- E. Aggregate for Mortar: ASTM C 144, except for joints less than 1/4" use aggregate graded with 100% passing the No. 16 sieve.
- F. Water: Clean and potable.

2.4 JOINT REINFORCEMENT, TIES AND ANCHORING DEVICES

- A. Manufacturers: The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Dur-O-Wall, Inc.

2. Heckman Building Products, Inc.
 3. Masonry Reinforcing Corp. of America.
 4. National Wire Products Corp.
 5. 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.
- B. Materials: Comply with requirements indicated below for basic materials and with requirements indicated under each form of joint reinforcement, tie and anchor for size and other characteristics.
- C. Use individual galvanized steel metal ties installed in horizontal joints to bond wythes together **only** where wood or metal stud backup occurs. Provide ties as shown, but not less than one metal tie for 4 sq. ft. of wall area spaced not to exceed 24" o.c. horizontally and vertically. Stagger ties in alternate courses. Provide additional ties within 1'-0" of all openings and space not more than 3'-0" apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24" o.c. vertically.
- D. Hot-Dip Galvanized Steel Wire: ASTM A 82 for uncoated wire and with ASTM A 123, Class B-2 (1.5 oz. per sq. ft. of wire surface) for zinc coating applied after prefabrication into units.
- E. Application: Use where indicated.
- F. Joint Reinforcement: Provide truss-type, welded-wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10', with prefabricated corner and tee units, and complying with requirements indicated below:
1. Width: Fabricate joint reinforcement in units with widths of approximately 2" less than nominal width of walls and partitions as required to provide mortar coverage of not less than 5/8" on joint faces exposed to exterior and 1/2" else- where.

2.5 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
1. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet.
 2. Provide splice plates at joints of formed, smooth metal flashing.
 3. Fabricate through-wall metal flashing embedded in masonry from, with ribs at 3-inch intervals along length of flashing to provide an integral mortar bond.
 4. Fabricate through-wall flashing with snaplock receiver on exterior face where indicated to receive counterflashing.
 5. Fabricate through-wall flashing with drip edge where indicated. Fabricate by extending flashing 1/2 inch out from wall, with outer edge bent down 30 degrees.
 6. Fabricate through-wall flashing with sealant stop unless otherwise indicated. Fabricate by bending metal back on itself 3/4 inch at exterior face of wall and down into joint 3/8 inch to form a stop for retaining sealant backer rod.
 7. Fabricate metal drip edges and sealant stops for ribbed metal flashing from plain metal flashing of same metal as ribbed flashing and extending at least 3 inches into wall with hemmed inner edge to receive ribbed flashing and form a hooked seam. Form hem on upper surface of metal so that completed seam will shed water.
 8. Metal Drip Edges: Fabricate from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees.
 9. Metal Flashing Terminations: Fabricate from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 3/8 inch to form a stop for retaining sealant backer rod.
 10. Metal Expansion-Joint Strips: Fabricate from stainless steel to shapes indicated.

- B. Flexible Flashing: For flashing not exposed to the exterior, use one of the following, unless otherwise indicated:
 - 1. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymer alloy as follows:
 - a. Monolithic Sheet: Elastomeric thermoplastic flashing, 0.040 inch thick.
 - b. Self-Adhesive Sheet: Elastomeric thermoplastic flashing, 0.025 inch thick, with a 0.015-inch thick coating of rubberized-asphalt adhesive.
 - c. Self-Adhesive Sheet with Drip Edge: Elastomeric thermoplastic flashing, 0.025 inch thick, with a 0.015-inch thick coating of rubberized-asphalt adhesive. Where flashing extends to face of masonry, rubberized-asphalt coating is held back approximately 1-1/2 inches from edge.
 - d. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.
 - 2. EPDM Flashing: Sheet flashing product made from ethylene-propylene-dieneterpolymer, complying with ASTM D 4637, 0.040 inch thick.
- C. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- D. MANUFACTURERS: The following manufacturers' products have been used to establish minimum standards for materials, workmanship, and function:
 - 1. Vinyl Sheet Flashing: (Thickness: 20 mils)
 - a. Vi-Seal Plastic Flashing; Afco Products, Inc.
 - b. BFG Vinyl Water Barrier; B.F. Goodrich Co.
 - c. Nuflex; Sandell Manufacturing Co., Inc.
 - d. Wascosea"; York Manufacturing, Inc.
 - e. 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.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. See drawings for locations of all required control joints.
- B. Non-Metallic Expansion Joint Strips: Pre-molded, flexible cellular neoprene rubber filler strips complying with ASTM D 1056, Grade RE41E1, capable of compression up to 35%, of width and thickness indicated.
- C. Premolded Control Joint Strips: Material as indicated below designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
 - 1. Polyvinyl chloride complying with ASTM D 2287, General Purpose Grade, Designation PVC-63506.
- D. Bond Breaker Strips: Asphalt-saturated organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

2.7 MASONRY CLEANERS

- A. Job-Mixed Detergent Solution: Solution of trisodium phosphate (1/2 cup dry measure) and laundry detergent (1/2 cup dry measure) dissolved in one gallon of water.

2.8 MORTAR AND GROUT MIXES

- A. General: Do not add admixtures including air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
- B. Mixing: Combine and thoroughly mix cementitious, water and aggregates in a mechanical batch mixer; comply with referenced ASTM standards for mixing time and water content.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, for types of mortar required, unless otherwise indicated.
 1. For Exterior Brick, use Type N mortar, equal to Flamingo, Blue Circle or Lehigh.
 2. For Other Masonry Units use Type S mortar without coloring pigment.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Wetting Clay Brick: Wet brick made from clay or shale which have ASTM C 67 initial rates of absorption (suction) of more than 30 grams per 30 sq. in. per minute. Use wetting methods which ensure each clay masonry unit being nearly saturated but surface dry when laid.
- B. Do not wet concrete masonry units.
- C. Cleaning Reinforcing: Before placing, remove loose rust, ice and other coatings from reinforcing.
- D. Thickness: Build cavity and composite walls, floors and other masonry construction to the full thickness shown. Build single wythe walls (if any) to the actual thickness of the masonry units, using units of nominal thickness indicated.
- E. Build chases and recesses as shown or required for the work of other trades. Provide not less than 8" of masonry between chase or recess and jamb of openings, and between adjacent chases and recesses.
- F. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.
- G. Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining work. Use full-size units without cutting where possible.
 1. Use wet cutting saws to cut concrete masonry units.

3.2 LAYING MASONRY WALLS

- A. Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to accurately locate openings, movement-type joints, returns and offsets. Avoid the use of less-than-half-size units at corners, jambs and wherever possible at other locations.
- B. Coursing and Bonding:
 1. **All CMU shall MATCH EXISTING.**
 2. **All brick shall MATCH EXISTING.**
- C. Stopping and Resuming Work: Rack back 1/2-unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.
- D. Built-in Work: As the work progresses, build-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.
 1. Fill space between hollow metal frames and masonry solidly with mortar, unless otherwise indicated.

3.3 MORTAR BEDDING AND JOINTING

- A. Lay masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.

- B. Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and in all courses of piers, columns and pilasters, and where adjacent to cells or cavities to be reinforced or filled with concrete or grout. For starting course on footings where cells are not grouted, spread out full mortar bed including areas under cells.
- C. Maintain joint width shown, except for minor variations required to maintain bond alignment. If not shown, lay walls with 3/8" joints.
- D. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials, unless otherwise indicated.
- E. Tool all exposed joints, except where otherwise indicated, slightly concave using a jointer larger than joint thickness, unless otherwise indicated.
- F. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

3.4 STRUCTURAL BONDING OF MULTI-WYTHE MASONRY

- A. Use continuous horizontal joint reinforcement installed in horizontal mortar joints for bond tie between wythes. Install at not more than 16" o.c. vertically.
- B. Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.
 - 1. For horizontally reinforced masonry, provide continuity at corners with prefabricated "L" units, in addition to masonry bonding.
- C. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, provide same type of bonding specified for structural bonding between wythes and space as shown below:
 - 1. At juncture of interior partitions and exterior walls, rake and caulk vertical joint.
 - 2. Provide metal ties as shown below.
 - 3. Provide individual metal ties at not more than 16" o.c. vertically.
 - 4. Provide continuity with horizontal joint reinforcement using prefabricated "T" units.
- D. Intersecting Load-bearing Walls: If carried up separately, block or tooth vertical joint with 8" maximum offsets and provide rigid steel anchors spaced not more than 4'-0" o.c. vertically, or omit blocking and provide rigid steel anchors at not more than 2'-0" o.c. vertically. Form anchors of galvanized steel not less than 1-1/2" x 1/4" x 2'-0" long with ends turned up not less than 2" or with cross-pins. If used with hollow masonry units, embed ends in mortar-filled cores.
- E. Non-bearing Interior Partitions: Build full height of story to underside of roof structure above, unless otherwise shown.

3.5 CAVITY WALLS

- A. Keep cavity clean of mortar droppings and other materials during construction. Strike joints facing cavity flush.
- B. Tie exterior wythe to new back-up with continuous horizontal joint reinforcing, installed in mortar joints at not more than 16" o.c. vertically.
- C. Provide weep holes (Open Head Joints) in exterior wythe of cavity wall located as directed on the drawings, spaced 32" o.c., unless otherwise indicated.

3.6 CAVITY WALL INSULATION

- A. On units of plastic insulation, install small pads of adhesive spaced approximately 1'-0" o.c. both ways on inside face. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.

1. Fill all cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.7 HORIZONTAL JOINT REINFORCEMENT

- A. General: Provide continuous horizontal joint reinforcement as indicated. Install longitudinal side rods in mortar for their entire length with a minimum cover of 5/8" on exterior side of walls, 1/2" elsewhere. Lap reinforcing a minimum of 6".
- B. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.
- C. Reinforce walls with continuous horizontal joint reinforcing unless specifically noted to be omitted.
- D. Reinforce masonry openings greater than 1'-0" wide, with horizontal joint reinforcement placed in 2 horizontal joints approximately 8" apart, immediately above the lintel and immediately below the sill. Extend reinforcement a minimum of 2'-0" beyond jambs of the opening except at control joints.
 1. In addition to wall reinforcement, provide additional reinforcement at openings as required to comply with the above.

3.8 CONTROL AND EXPANSION JOINTS

- A. General: Provide vertical and horizontal expansion, control and isolation joints in masonry where shown. Build-in related items as the masonry work progresses.

3.9 LINTELS

- A. Install steel lintels where indicated.
- B. Provide masonry lintels where shown and wherever openings of more than 1'-0" for brick size units and 2'-0" for block size units are shown without structural steel or other supporting lintels. Provide formed-in-place masonry lintels. Temporarily support formed-in-place lintels.
- C. Provide minimum bearing of 8" at each jamb, unless otherwise indicated.

3.10 FLASHING OF MASONRY WORK

- A. General: Provide concealed flashing in masonry work at, or above shelf angles, lintels, ledges and other obstructions to the down-ward flow of water in the wall so as to divert such water to the exterior. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with mastic before covering with mortar. Extend flashings through exterior face of masonry and turn down to form drip.
- B. Extend flashing the full length of lintels and shelf angles and minimum of 4" into masonry each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4", and through the inner wythe to within 1/2" of the interior face of the wall in exposed work. Where interior surface of inner wythe is concealed by furring, carry flashing completely through the inner wythe and turn up approximately 2". At heads and sills turn up ends not less than 2" to form a pan.
- C. Interlock end joints of deformed metal flashings by over-lapping deformations not less than 1-1/2" and seal lap with elastic sealant.
- D. Install flashing to comply with manufacturer's instructions.
- E. Provide weep holes (open head joints) in the head joints of the first course of masonry immediately above concealed flashings. Space weep holes 32" o.c., unless otherwise indicated.

3.11 REPAIR, POINTING AND CLEANING

- A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.

- B. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point- up all joints including corners, openings and adjacent work to provide a neat, uniform appearance, prepared for application of sealants.
- C. Final Cleaning: After mortar is thoroughly set and cured, clean masonry as follows:
1. Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes or chisels.
 2. Test cleaning methods on sample wall panel; leave 1/2 panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 3. Protect adjacent non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.
 4. Saturate wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clean water.
 5. Use bucket and brush hand cleaning method described in BIA "Technical Note No. 10 Revised" to clean brick masonry made from clay or shale, except use masonry cleaner indicated below.
 - a. Detergent
 6. Clean concrete unit masonry to comply with masonry manufacturer's directions and applicable NCMA "Tek" bulletins.

END OF SECTION

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SECTION 05500 - MISCELLANEOUS STEEL AND METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Definition: Metal fabrications include items made from iron and steel shapes, plates bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.
- B. Extent of metal fabrications is indicated on drawings and schedules.
- C. Types of work in this section include metal fabrications for:
 - 1. Rough hardware.
 - 2. Nosing.
 - 3. Loose bearing and leveling plates.
 - 4. Loose steel lintels.
 - 5. Miscellaneous framing and supports.
 - 6. Miscellaneous steel trim.
 - 7. Shelf angles.
 - 8. Steel railings.

1.3 QUALITY ASSURANCE

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications, including paint products and grout.
- B. Shop Drawings: Submit shop drawings for fabrication and erection of metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.
 - 1. Where materials or fabrications are indicated to comply with certain requirements for design loadings, include structural computations, material properties and other information needed for structural analysis.
- C. Samples: Submit 2 sets of representative samples of materials and finished products as may be requested by Architect.

PART 2 - PRODUCTS

2.1 MATERIALS

A. FERROUS METALS

- 1. Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- 2. Steel Structural, Shapes and Bars: ASTM A 36, wide flange, ASTM A572, fy50ks.

3. Steel Tubing: Hot-rolled, ASTM A 500. FY=46KSI
4. Structural Steel Sheet: Hot-rolled, ASTM A 570; or cold-rolled ASTM A 611, Class 1; of grade required for design loading.
5. Galvanized Structural Steel Sheet: ASTM A 446, of grade required for design loading. Coating designation as indicated, or if not indicated, G90.
6. Steel Pipe: ASTM A 53; Type and grade (if applicable) as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (schedule 40), unless otherwise indicated.
7. Gray Iron Castings: ASTM A 48, Class 30.
8. Malleable Iron Castings: ASTM A 47, grade as selected by fabricator.
9. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.
10. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A 153.
11. Non-Shrink Non-Metallic Grout: Pre-mixed, factory-packaged, non- staining, non-corrosive, non-gaseous grout complying with CE CRD-C621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.

B. FASTENERS

1. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.
2. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.
3. Lag Bolts: Square head type, FS FF-B-561.
4. Machine Screws: Cadmium plated steel, FS FF-S-92.
5. Wood Screws: Flat head carbon steel, FS FF-S-111.
6. Plain Washers: Round, carbon steel, FS FF-W-92.
7. Masonry Anchorage Devices: Expansion shields, FS FF-S-325.
8. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class and style as required.
9. Lock Washers: Helical spring type carbon steel, FS FF-W-84.

C. PAINT:

1. Shop Primer for Ferrous Metal: Manufacturer's or Fabricator's standard, fast-curing, lead-free, "universal" primer; selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure; complying with performance requirements of FS TT-P-645.
2. Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in galvanized steel, complying with the Military Specifications MIL-P-21035 (Ships) or SSPC-Paint-20.

D. CONCRETE FILL:

1. Concrete Materials and Properties: Comply with requirements of Division-3 section "Concrete Work" for normal weight, ready-mix concrete with minimum 28-day compressive strength of 3000 psi, and W/C ratio of 0.58 maximum, unless higher strengths indicated.
2. Non-Slip Aggregate Finish: Factory-graded, packaged material containing fused aluminum oxide grits or crushed emery as abrasive aggregate; rust-proof and non-glazing; unaffected by freezing, moisture or cleaning materials.

2.2 FABRICATION - GENERAL

- A. Workmanship: Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- C. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts.
- E. Provide for anchorage of type indicated, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.
- F. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
- G. Galvanizing: Provide a zinc coating for those items indicated or specified to be galvanized, as follows:
 - 1. ASTM A153 for galvanizing iron and steel hardware.
 - 2. ASTM A 123 for galvanizing rolled, pressed and forged steel shapes, plates, bars and strip 1/8" thick and heavier.
 - 3. ASTM A386 for galvanizing assembled steel products.
- H. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.
- I. Shop Painting:
 - 1. Apply shop primer to surfaces of metal fabrications except those which are galvanized or as indicated to be embedded in concrete or masonry, unless otherwise indicated, and in compliance with requirements of SSPC-PA1 "Paint Application Specification No. 1" for shop painting.
 - a. Stripe paint all edges, corners, crevices, bolts, welds and sharp edges.
- J. Surface Preparation: Prepare ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
 - 1. Exteriors (SSPC Zone 1B): SSPC-SP6 "Commercial Blast cleaning".
 - 2. Interior (SSPC Zone 1A): SSPC-SP3 "Power Tool Cleaning".

2.3 ROUGH HARDWARE

- A. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division-6 sections.
- B. Fabricate items to sizes, shapes and dimensions required. Furnish malleable-iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.

2.4 LOOSE STEEL LINTELS

- A. Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown and scheduled. Weld adjoining members together to form a single unit where indicated.

Provide not less than 8" bearing at each side of openings, unless otherwise indicated. All steel lintels shall be hot-dipped galvanized steel.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete work.
- B. Fabricate miscellaneous units to sizes, shapes and profiles indicated or, if not indicated, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise indicated, fabricate from structural steel shapes, plates and steel bars of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.
- C. Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.
 - 1. Except as otherwise indicated, space anchors 24" o.c. and provide minimum anchor units of 1-1/4" x 1/4" x 8" steel straps.

2.6 FABRICATION - STEEL RAILINGS AND HANDRAILS

- A. Structural Performances: Provide assemblies which, when installed, comply with the following minimum requirements for structural performance, unless otherwise indicated.
 - 1. Handrails and Toprails: Capable of withstanding the following loads applied as indicated when tested per ASTM E 935.
 - 2. Concentrated Load: of 200lb applied at any point and any direction.
 - 3. Uniform load of 50 lb per linear ft. applied in any direction.
 - 4. Concentrated and uniform loads above need not be assumed to act concurrently.
 - 5. Guards: Intermediate rails, balusters and panel fillers capable of withstanding a uniform load of 25 lb per sq. ft. of gross area of guard, including any open areas, of which they are a part.
- B. Fabricate steel railings and handrails to design, dimensions, and details indicated. Provide railings and handrails members formed of steel tubing of shapes, sizes and wall thickness indicated, but not less than that required to support design loading.
- C. Interconnect railing and handrail members by butt-welding or welding with internal connectors, at fabricator's option, unless otherwise indicated.
 - 1. At tee and cross intersections provide coped joints.
 - 2. At bends interconnect tubing by means of prefabricated elbow fittings or flush radius bends, as applicable, or radiuses indicated.
 - 3. At elbow bends provide mitered joints.
 - 4. Form bends by use of prefabricated elbow fittings and radius bends or by bending pipe, at fabricator's option.
- D. Form simple and compound curves by bending tubing in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross-section of pipe throughout entire bend without buckling, twisting or otherwise deforming exposed surfaces of pipe.
- E. Provide wall returns at ends of wall-mounted handrails, except where otherwise indicated.
- F. Close exposed ends of pipe by welding 3/16" thick steel plate in place or by use of prefabricated fittings.
- G. Toe Boards: Where indicated, provide toeboards at railings around openings and at the edge of open-sided floors and platforms. Fabricate to dimensions and details indicated, or if not indicated, use a 4" high x 1/8" plate welded to, and centered between, each railing post.
- H. Brackets, Flanges, Fittings and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings and anchors for interconnections of pipe and attachment of railings and

handrails to other work. Furnish inserts and other anchorage devices for connecting railings and handrails to concrete or masonry work.

1. For railing posts sets in concrete provide sleeves of galvanized steel pipe not less than 6" long and with an inside diameter not less than 1/2" greater than the outside dimensions of tubing. Provide steel plate closure welded to bottom of sleeve and of width and length not less than 1" greater than outside diameter of sleeve.
- I. Stair Railings and Handrails: Comply with applicable requirements specified elsewhere in this section for steel railings and handrails, and as follows:
 1. Railings may be bent at corners, rail returns and wall returns, instead of using prefabricated fittings.
 2. Connect railing posts to stair framing by direct welding, unless otherwise indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- B. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.2 INSTALLATION - GENERAL

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.
- B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plus, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete masonry or similar construction.
 1. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- C. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.
- D. Setting Loose Plates: Clean concrete and masonry bearing surfaces of any bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of bearing plates.
 1. Set loose leveling and bearing plates on wedges, or other adjustable devices. After the bearing members have been positioned and plumbed, tighten the anchor bolts. Do not remove wedges or shims, but if protruding, cut-off flush with the edge of the bearing plate before packing with grout. Use metallic non-shrink grout in concealed locations where not exposed to moisture; use non-metallic non-shrink grout in exposed locations, unless otherwise indicated.

3.3 INSTALLATION - STEEL RAILINGS AND HANDRAILS

- A. Adjust railing prior to anchoring to ensure matching alignment at abutting joints. Space posts at spacing indicated, or if not indicated, as required by design loadings. Plumb posts in each

direction. Secure posts and railing ends to building construction as follows:

1. Anchor posts in concrete by means of sleeves preset and anchored into concrete. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with non-shrink, non-metallic grout, mixed and placed to comply with grout manufacturer's directions.
 2. Leave anchorage joint exposed; wipe off excess grout and level 1/8" build-up, sloped away from post. For installation exposed on exterior or to flow of water, seal grout to comply with grout manufacturer's directions.
- B. Secure handrails to wall with wall brackets and end fittings. Provide bracket with not less than 1-1/2" clearance from inside face of handrail and finished wall surface. Locate brackets as indicated, or if not indicated, at spacing required for design loading. Secure wall brackets and wall return fittings to building construction as follows:
1. Use type of bracket with pre-drilled hole for exposed bolt anchorage.
 2. For concrete and solid masonry anchorage, use drilled-in expansion shield and either concealed hanger bolt or exposed lag bolt, as applicable.
 3. For hollow masonry anchorage, use toggle bolts having square heads.
 4. For stud partitions use lag bolts set into wood backing between studs. Coordinate with stud installations for accurate location of backing members.
- C. Expansion Joints: Provide expansion joints at locations indicated, or if not indicated, at intervals not to exceed 40 feet. Provide slip joint with internal sleeve extending 2" beyond joint on either side; fasten internal sleeve securely to one side; locate joint within 6" of posts.
- D. Cast Treads and Thresholds: Install cast treads and thresholds with anchorage system indicated to comply with manufacturer's recommendations. Seal units exposed to exterior mastic to provide a watertight installation.

3.4 ADJUST AND CLEAN

- A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting.
- B. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- C. For galvanized surfaces: Clean field welds, bolted connections and abraded areas and apply galvanizing repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 05520 - NON-PENETRATING STEEL RAILING SYSTEM

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. Definition: Metal fabrications include items made from iron and steel shapes, plates bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.
- B. Extent of metal fabrications is indicated on drawings and schedules.
- C. Types of work in this section include metal fabrications for:
 - 1. Steel railings with Mobile Base Plates.

1.3 QUALITY ASSURANCE

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications, including paint products and grout.
- B. Shop Drawings: Submit shop drawings for fabrication and erection of metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.
 - 1. Where materials or fabrications are indicated to comply with certain requirements for design loadings, include structural computations, material properties and other information needed for structural analysis.
- C. Samples: Submit 2 sets of representative samples of materials and finished products as may be requested by Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Safety Rail Company, Spring Park, MN
- 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 NON-PENETRATING RAILING SYSTEM

- A. Roof Edge Protection: Provide Safety Rail Company freestanding pedestrian egress barrier system on roof, including pipe railings, uprights, bases, accessories and fittings.
- B. Product: ACCU-FIT Traditional Series Mobile Guard Rail System.
- C. Materials:
 - 1. System top and mid rail provided in accordance with OSHA Standards - 29 CFR 1910.29 (b)(1-14).

2. Structural Load: 200 lb (90.7 kg), minimum, in any direction to all components in accordance with OSHA Regulation 29 CFR 1926.502.
- D. Height: 42 inches (1067 mm), minimum.
- E. Horizontal Railings: NPS 1-1/4 (DN 32) schedule 40 galvanized steel pipe 21 ft (6.4 m) lengths.
- F. Freestanding Mobile Base Plate: 104 lbs (47.2 kg) Class 30 gray iron material cast with multiple post receivers. Provide rubber pads on bottom of bases. Receiver posts shall have drain holes.
 1. Membrane roofing.
- G. Receiver Stanchion Posts: Provided with construction pipe to support horizontal railing pipes. Receiver posts shall have drain holes.
 1. Traditional Series (straight).
- H. Base Mover Accessory: Provide Base Mover, Part No. 400062 two-wheeled steel cart to transport one base unit at a time.
- I. Finish: Steel surfaces.
 1. Factory finished powder coat paint.
 2. Color: Safety Yellow.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.2 INSTALLATION

- A. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.

3.3 ADJUST AND CLEAN

- A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting.
- B. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- C. For galvanized surfaces: Clean field welds, bolted connections and abraded areas and apply galvanizing repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

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 SCOPE OF WORK

- A. Provide the wood products necessary to complete the roofing work in accordance with the specifications and drawings.
- B. Related work specified elsewhere:
 - 1. Division 7 Section "SBS Modified Bituminous Membrane Roofing"
 - 2. Division 7 Section "Flashing and Sheet Metal Flashing."

1.3 REFERENCES

- A. ASTM D – 1079 Terminology Relating to Roofing, Waterproofing, and Bituminous Materials
- B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.
- C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. ASTM E – 108 Test Methods for Fire Test of Roof Coverings
- E. FM - Factory Mutual
- F. NRCA - National Roofing Contractors Association
- G. UL- Underwriters Laboratories
- H. WH - Warnock Hersey

1.4 SUBMITTALS

- A. Provide submittals for lumber or plywood materials upon request.

1.5 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced installers.
- B. Lumber Standards: Comply with American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.
- C. Plywood Standards: Comply with U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.
- E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.6 DELIVERY STORAGE AND HANDLING

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery and storage
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

ROUGH CARPENTRY
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PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide nailers, wood blocking and plywood as necessary to complete roofing work as directed by governing codes, roof manufacturer, and this specification.

2.2 DESCRIPTION

- A. Construction Lumber: Treated Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).
- B. Exterior Type Plywood: APA Rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Etc.: Treated No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine(SPIB).
- D. Anchorage and Fastenings: Proper type, size material and finish for each application.
- E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

2.3 RELATED MATERIALS

- A. Fasteners: Use fasteners as dictated by Factory Mutual Wind Uplift requirements of Data Loss Sheet 1-49.
- B. Roof Membranes: Follow provisions in Section for Membrane Roofing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify measurements and dimensions shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Provide nailers, blocking and sleepers where shown on the drawings and details, or required for attachment of other work. Coordinate with locations of other work involved; refer to shop specifications of such work.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.
- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

END OF SECTION

SECTION 06200 - FINISH CARPENTRY

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. Definition: Finish carpentry includes carpentry work which is exposed to view, is non-structural, and which is not specified as part of other sections. Types of finish carpentry work in this section include:
 - 1. Interior running and standing trim.

1.3 SUBMITTALS

- A. Product Data: Indicate Product description including product information and compliance with specified performance requirements.
- B. Shop Drawings: Submit Shop Drawings for work of this Section in accordance with section 01600. Indicate plans, sections, dimensions, component sizes, edge details, fabrication details, attachment provisions, sizes of furring, blocking, including concealed blocking and coordination requirements with adjacent work. Show locations and sizes of cutouts and holes for receptacles and other items installed in the specified product.
- C. Samples: Submit samples in accordance with Section 01300. Submit minimum 2' x 2' samples.
 - 1. Cut sample and seam together for representation of inconspicuous seam. Indicate full range of pattern variation. Approved samples will be retained as standards for work.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry materials, until operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, finish carpentry materials must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

PART 2 - PRODUCTS

2.1 MATERIALS - INTERIOR

- A. Standing and Running Trim for Painted Finish
 - 1. Moldings, Bases, Casings, Crowns and Miscellaneous Trim: "B" and better fir or poplar, sizes and shapes as indicated on plans.

2.2 FABRICATION

- A. Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by PS 20 or to actual sizes and pattern as shown, unless otherwise indicated.
- B. Moisture Content of Softwood Lumber: Provide kiln-dried (KD) lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- C. Fasteners and Anchorages: Provide nails, screws and other anchoring devices of the proper type, size, material and finish for application indicated to provide secure attachment, concealed where possible, and complying with applicable Federal Specifications.

1. Where finish carpentry is exposed on exterior or in areas of high relative humidity, provide fasteners and anchorages with a hot-dipped zinc coating (ASTM A 153).
- D. Inspect each piece of lumber and plywood or each unit of finish carpentry after drying; do not use twisted, warped, bowed or otherwise damaged or defective wood.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Condition wood materials to average prevailing humidity conditions in installation areas prior to installation.
- B. Back-prime lumber for finish exposed on the exterior or to moisture and high relative humidity on the interior. Comply with requirements of section on painting within Division 9 for primers and their application.

3.2 INSTALLATION

- A. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum jointing or optimum jointing arrangements, or which are of defective manufacturer with respect to surfaces, sizes or patterns.
- B. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops; and with 1/16" maximum offset in flush adjoining and 1/8" maximum offsets in revealed adjoining surfaces.
- C. Scribe and cut work to fit adjoining work and refinish cut surfaces or repair damaged finish at cuts.
- D. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, to produce tight fitting joints with full surface contact throughout length of joint. Use scarf joints for end-to-end joints.
- E. Anchor finish carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fasteners heads are required, use fine finishing nail for exposed nailings, countersunk and filled flush with finished surface, and matching final finish where transparent is indicated.

3.3 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

- A. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
- C. Refer to Division 9 for final finishing of installed finish carpentry work.
- D. Protection: Installer of finish carpentry work shall advise Contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION

**SECTION 07521- (HEAT-WELD SBS) MODIFIED BITUMINOUS
MEMBRANE ROOFING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work shall include, but is not limited to, the following:
 - 1. Heat-Weld SBS-modified bituminous membrane roofing.
 - 2. Cover board.
 - 3. Roof insulation.
 - 4. Vapor retarder.

1.2 REFERENCES

- A. Roofing Terminology: Refer to the following publications for definitions of roofing work-related terms in this Section:
 - 1. ASTM D 1079 "Standard Terminology Relating to Roofing and Waterproofing."
 - 2. Glossary of NRCA's "The NRCA Roofing and Waterproofing Manual."
 - 3. Roof Consultants Institute "Glossary of Building Envelope Terms."
 - 4. International Building Code (IBC)
 - 5. American Society of Civil Engineers (ASCE-7) Minimum Design Loads for Buildings & Other Structures
- B. Sheet Metal Terminology and Techniques: SMACNA "Architectural Sheet Metal Manual."

1.3 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.

1.4 DESIGN CRITERIA

- A. General: Installed roofing membrane system shall remain watertight; and resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Roofing materials shall be compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.
- C. Installer shall comply with current code requirements based on authority having jurisdiction.
- D. Wind Uplift Performance: Roofing system shall meet the intent of systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated in accordance with ASCE 7.
- E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1.5 DESCRIPTION OF WORK

- A. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions prior to the bid that will affect their work.
- B. Provide all labor, material, tools, equipment, and supervision necessary to furnish and install a Heat-Welded Modified Bitumen Sheet Roofing System.
- C. Roof insulation related to modified bituminous sheet roofing is specified in this section

1.6 SUBMITTALS

- A. Product Data: Manufacturer's data sheets for each product to be provided.
- B. Detail Drawings: Provide roofing system details and details of attachment to other Work, including:
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
 - 4. Insulation fastening and adhesive patterns.
- C. Verification Samples: Provide for each product specified.
- D. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product, who is eligible to receive the manufacturer's special warranty.
- E. Maintenance Data: Refer to the roofing manufacturer's latest published documents.
- F. Guarantees: Provide the manufacturer's current guarantee specimen.
- G. Roofing contractor shall provide a copy of the final System Assembly Letter issued by the roofing manufacturer indicating that the products and system to be installed shall be eligible to receive the specified manufacturer's guarantee when installed by a certified contractor in accordance with their application requirements, inspected, and approved by a Technical Representative.
- H. Prior to roofing system installation, the roofing contractor shall provide a copy of the Guarantee Application Confirmation document issued by the roofing manufacturer indicating that the project has been reviewed for eligibility to receive the specified guarantee and registered.

1.7 QUALITY ASSURANCE

- A. The Contractor shall engage the services of a Professional Roof Consultant. The Consultant must hold a minimum title of Registered Roof Observer (RRO) through the International Institute of Building Enclosure Consultants (IIBEC) and provide evidence of adequate insurance as required below. The Consultant should perform three (3) inspections during the installation of each new roof system type (1 – Start up inspection; 2 – Interim inspection; 3 – Final inspection). The Consultant must document all site visits with photographs and written reports. All reports shall be forwarded to the Architect with documentation of the roofing progress and any deficiencies noted during the inspections. (Note: Although the contractor will be paying the roof consultant from their proceeds, the roof consultant will be considered an agent of the owner and architect throughout the project and will perform the required inspections on behalf of the owner and architect. The above specification shall be applied to individual facilities when multiple site locations are included in the project.)
 - 1. Roof Consultant Insurance Requirements:

- a. Gen. Liability - \$1,000,000 each occurrence - \$2,000,000 General Aggregate / Auto. Liability - \$1,000,000 / Umbrella Liability. - \$1,000,000 / Workers Compensation - \$1,000,000 per statute / Professional Liability - \$1,000,000
2. Approved Roof Consulting Firm:
 - a. Roof Asset Management, Inc.
David Lee, RRO, CIT, FAA-107
Millbrook, AL / (334) 590-7999 / dlee@roof-asset.com
- B. The roofing manufacturer shall be required to provide documentation certifying the roofing system and products specified comply with the performance requirements as set forth in IBC Chapter 15, Section 1504. The documentation shall be attached to the roof warranty at the close out of the project.
- C. Contractor shall submit a copy of his Manufacturer's Warranty Notification prior to purchase of materials and start of work.
- D. Manufacturer: Obtain primary roofing products from a single manufacturer. Provide secondary materials as recommended by manufacturer of primary materials.
- E. Impact Resistance: Roof coverings installed on low-slope roofs (roof slope <2:12) shall resist impact damage based on the results of tests conducted in accordance with ASTM D 3746, ASTM D 4272, CGSB 37-GP-52M or the "Resistance to Foot Traffic Test " FM 4470.
- F. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product, who is eligible to receive the specified manufacturer's guarantee.
 1. Installation of the MBSR roofing and roof related accessories shall be performed by a firm with not less than 5 years of successful experience in installation of roofing systems similar to those required for this project and which is acceptable to or licensed by manufacturer of primary roofing materials for the specified system.
 2. Assign work closely associated with modified bituminous roofing, including (but not limited to) vapor retarders, insulation, flashing and counterflashing, expansion joints, and joint sealers, to Installer of modified bituminous sheet roofing.
- G. Manufacturer Qualifications: Qualified domestic U.S.-owned and based manufacturer that has UL listing or accredited testing agency for roofing system identical to that used for this Project.
- H. Drainage
 1. Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
 2. Roof Drain Bowls:
 - a. The General Contractor shall remove all existing roof drain strainer caps and replace with new strainer caps. The Contractor shall furnish and install a new drain bowl insert into the existing bowls prior to installation of the strainer cap. The General Contractor shall verify the existing drain line is clear prior to the installation of the new roof bowl and cap assembly per roof drain inspection, testing and verification procedures.
- I. Source Limitations: Obtain all components from the single source roofing manufacturer, guaranteeing the roofing system. All products used in the system shall be labeled by the single-source roofing manufacturer issuing the guarantee.
- J. Provide evidence of CERTA training for any installer of torch-applied modified bitumen membrane. Copies of certifications are required prior to award and shall be maintained on the jobsite for inspection at any time.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when current and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and guarantee requirements.

1.10 GUARANTEE

- A. Provide manufacturer's No Dollar Limit Roofing System Guarantee
 - 1. Single-source special guarantee includes roofing plies, base flashings, liquid applied flashing, roofing membrane accessories, roofing membrane, roof insulation, fasteners, adhesives, cover board, , vapor retarder, walkway products, manufacturer's expansion joints, manufacturer's edge metal products, and other approved single-source components of roofing system marketed by the manufacturer. Provide products which are recommended by manufacturers to be fully compatible with indicated substrates or provide separation materials as required to eliminate contact between incompatible materials.
 - 2. Provide manufacturer's NDL total system warranty - Total Systems coverage warranty from roofing manufacturer. Warranty shall cover leaks which result from either material or workmanship defects, shall not be subject to a deductible, and shall not be prorated. Warranty coverage shall include repairs to the roofing system to the extent necessary to return the roofing system to a watertight condition.
 - 3. All roof warranties shall be provided to the Owner, by the Contractor at the Final Inspection to obtain the Substantial Completion.
 - 4. 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.
 - 5. Guarantee Period: 20 years from date of Substantial Completion.
- B. Installer's Guarantee: Submit roofing Installer's guarantee, signed by Installer, covering Work of this Section, including all components of roofing system, for the following guarantee period:
 - 1. General Contractor shall provide the General Contractor's 5-year Roofing Guarantee included in this manual.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Soprema

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- B. Johns Manville
- C. Derbigum
- D. Siplast
- E. Garland

2.2 BASE PLY AND CAP-SHEET MATERIALS

- A. Roofing Membrane Sheet: SBS-modified asphalt sheet; smooth surfaced; suitable for the application method specified.
 - 1. ASTM D 6164, Grade S, Type I, polyester-reinforced
- B. Roofing Membrane Cap Sheet: SBS-modified asphalt sheet; granular surfaced; suitable for application method specified.
 - 1. ASTM D 6164, Grade G, Type I, polyester-reinforced,
 - 2. CRRC-listed, highly reflective, non-coated, granular surface with the following minimum properties: Initial SRI- 85, 3 Year SRI- 80

2.3 FLASHING SHEET MATERIALS

- A. Backer Sheet: SBS-modified Self-adhered asphalt sheet; smooth surfaced; suitable for application method specified.
 - 1. ASTM D 6164, Grade S, Type I, polyester-reinforced
- B. Flashing Sheet: SBS-modified asphalt sheet; granular surfaced; suitable for application method specified.
 - 1. ASTM D 6164, Grade G, Type I, polyester-reinforced
- C. Liquid Applied Flashing: A liquid and fabric reinforced flashing system created with a stitch bonded polyester scrim and a two-component, moisture cured, elastomeric, liquid applied flashing material, consisting of an asphalt extended urethane base material and an activator.

2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.
- B. Asphalt Primer: ASTM D 41.
- C. Asphalt Roofing Cement: ASTM D 4586, type I, asbestos-free, of consistency required by roofing system manufacturer for application.
- D. Mastic Sealant: As required by the roofing manufacturer
- E. Fasteners: Factory-coated steel fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by the manufacturer for required pullout strength, and provided by the roofing system manufacturer.
- F. Roofing Granules: Ceramic-coated roofing granules matching the specified cap sheet, provided by the roofing system manufacturer.

- G. Self-Adhered Primer: One-part penetrating primer solution to enhance the adhesion of self-adhering membranes
- H. Cant Strips: Synthetic component recommended by the manufacturer of MBSR material, provided at locations indicated and at locations recommended by the manufacturer.
- I. Miscellaneous Accessories: Provide miscellaneous accessories recommended by the roofing system manufacturer.

2.5 WALKWAYS

- A. Walkway Pads: Mineral-granule-surfaced, reinforced modified asphalt composition, slip-resisting pads, manufactured as a traffic pad for foot traffic provided by roofing system manufacturer, with a pad size of 32-inch x 32-inch.

2.6 COVER BOARD

- A. Gypsum Board: ASTM C 1177, Heavy duty coated glass-mat facer with Eonic primed face water-resistant gypsum substrate for adhered roof applications 1/2 inch (13 mm) thick. (Basis of design: Dens Deck Prime Roof Board)

2.7 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated. **No perlite insulation is allowed.**
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2 (20 psi)
 - 1. Provide insulation package with minimum R Value: R-26
 - 2. Provide insulation package in multiple layers.
 - 3. Minimum Long-Term Thermal Resistance (LTTR): 5.7 per inch.
 - a. Determined in accordance with CAN/ULC S770 at 75°F (24°C)

2.8 TAPERED INSULATION

- A. Tapered Polyisocyanurate Insulation: ASTM C 1289, Type II, Class 1, Grade 2 (20 psi)
 - 1. Provide insulation package with minimum R Value: R-26
 - 2. Provide insulation package in multiple layers.
 - 3. Minimum Long-Term Thermal Resistance (LTTR): 5.7 per inch.
 - a. Determined in accordance with CAN/ULC S770 at 75°F (24°C)

2.9 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and furnished by roofing system manufacturer.
- C. Urethane Adhesive: Manufacturer's two-component polyurethane adhesive formulated to adhere insulation to substrate.

2.10 VAPOR RETARDER

- A. SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.
 - 1. Steel Deck
 - a. Self-Adhered SBS Vapor Retarder: Tri-laminate woven polyethylene, nonslip UV protected top surface; suitable for application method specified.
 - b. Self-Adhered Primer: one-part penetrating primer solution to enhance the adhesion of self-adhering membranes.

2.11 EDGE METAL COMPONENTS

- A. Expansion Joints: Provide factory fabricated weatherproof, exterior covers for expansion joint openings consisting of flexible rubber membrane, supported by a closed cell foam to form flexible bellows, with two metal flanges, adhesively and mechanically combined to the bellows by a bifurcation process. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee.
- B. Coping System: Manufacturer's factory fabricated coping consisting of a base piece and a cap. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee.
- C. Fascia System: Manufacturer's factory fabricated fascia consisting of a base piece and a cover. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee.
- D. Metal Edge System: Manufacturer's factory fabricated metal edge system used to terminate the roof at the perimeter of the structure. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee.
- E. Roof Edge Drainage Systems: Gutter Systems: Manufactured in section lengths not exceeding 10 feet with 0.100-inch mill aluminum internal Gutter Hangers, 24 inches on center, and 2-inch-wide formed external wind straps 6'-0" on center

PART 3 - EXECUTION

3.1 PRE-ROOFING CONFERENCE

- A. A pre-roofing conference is required before any roofing materials are installed. This conference shall be conducted by a representative of the Architect. Required attendees include representatives of the Owner, Division of Construction Management Inspector, General Contractor, Roofing Contractor, Sheet Metal Contractor, Roof Deck Manufacturer (if applicable), Roofing Materials Manufacturer (if warranty is required of this manufacturer) and all installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment . ATTENDANCE OF THE CONTRACTOR'S FOREMAN IS MANDATORY. If equipment of substantial size is to be placed on the roof, the Mechanical Contractor must also attend this meeting. Provide at least 72 hours advance notice to participants prior to convening pre roofing conference.
- B. The pre-roofing conference is intended to clarify demolition and application requirements for work to be completed before roofing operations can begin. This would include a detailed review of the specifications, roof plans, roof deck information, flashing details, and approved shop drawings, submittal data, and samples. If conflict exists between the specifications and the Manufacturer's requirements, this shall be resolved. If this pre-roofing conference cannot be satisfactorily concluded without further inspection and investigation by any of the parties present, it shall be reconvened at the earliest possible time to avoid delay of the work. In no case should the work proceed without inspection of all roof deck areas and substantial agreement on all points.

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C. The following are to be accomplished during the conference:

1. To review all Factory Mutual and Underwriters Laboratories requirements listed in the specifications and resolve any questions or conflicts that may arise.
2. To establish trade-related job schedules, including the installation of roof mounted mechanical equipment.
3. To establish roofing schedule and work methods that will prevent roof damage.
4. Require that all roof penetrations and walls be in place prior to installing the roof.
5. To establish those areas on the job site that will be designated as work and storage areas for roofing operations.
6. To establish weather and working temperature conditions to which all parties must agree.
7. To establish acceptable methods of protecting the finished roof if any trades must travel across or work on or above any areas of the finished roof.
8. Tour representative areas of roofing substrates (decks); inspect and discuss condition of substrate, penetrations and other preparatory work performed by other trades.
9. Review structural loading limitations of deck and inspect deck for proper installation and fastening as required. Inspect deck for required slope etc.
10. Review roofing system requirements (drawings, specifications, and other contract documents). Review required submittals / warranty issues. Verify that the manufacturer's label contains references to specified ASTM standards.
11. Review and finalize construction schedule related to roofing work and verify availability of materials.
12. Review roof application procedures, technique, details, and roof specifics. Maintain one copy of manufacturer's application instructions on the project site.
13. Review job specific safety requirements, safety barriers, street blocking, haul routes, building access, site contact, facilities, security, etc.

D. The Architect shall prepare a written report indicating actions taken and decisions made at this pre-roofing conference. This report shall be made a part of the project record and copies furnished the General Contractor, the Owner, the Division of Construction Management, and the Division of Construction Management Inspector.

3.2 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with the requirements affecting performance of roofing system.

1. General:
 - a. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - b. Verify that synthetic cants, wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
2. Steel Decks:
 - a. Verify that decking is visibly dry and free of moisture.
 - b. Verify that the decking is smooth and free of large cracks, holes, or sharp changes in elevation of the surface.
 - c. When applicable perform pull test with the specific fastener being used on the project to confirm the fastener resistance meets the requirements for that particular system.
3. Ensure general rigidity and proper slope for drainage.
4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units more than 1/16 inch (1.6 mm) out of plane relative to adjoining deck.

B. Unacceptable deck panels shall be corrected prior to the installation of the roofing system.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. Clean and remove from substrate sharp projections, dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.
- C. If applicable, prime surface of deck with primer at a rate recommended by roofing manufacturer and allow primer to dry.
- D. Proceed with each step of installation only after unsatisfactory conditions have been corrected.

3.4 RE-ROOF PREPARATION

- A. Remove all roofing membrane, surfacing, coverboards, insulation, fasteners, asphalt, pitch, adhesives, etc.
 - 1. Remove an area no larger than can be re-roofed in one day.
- B. Tear out all base flashings, counter flashings, pitch pans, pipe flashings, vents, sumps, and like components necessary for application of new membrane.
- C. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations.
- D. Remove existing Tectum decking substrate
- E. Install new Steel decking per the structural engineer's requirements
- F. Raise (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1. Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
 - 2. Secure of flashing and install new metal counterflashing prior to re-installation of unit.
 - 3. Perimeter nailers shall be elevated to match elevation of new roof insulation.
- G. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.

3.5 VAPOR-RETARDER INSTALLATION

- A. Install modified bituminous vapor retarder sheet per roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate at roofs edge, installing as follows:
 - 1. Unroll roofing membrane sheets and allow them to relax for minimum time required by manufacturer.
 - a. Steel Deck
 - 1) Self-adhere vapor retarder to substrate per roofing system manufacturer's instructions.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
 - 1. Repair tears and voids in laps and lapped seams not completely sealed.

- C. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.

3.6 INSULATION INSTALLATION

- A. Coordinate installation of roof system components so insulation and cover board are not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installation of roof insulation and cover board.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install insulation boards with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with like material.
- E. Install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- F. Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- H. Steel Deck
 - 1. Preliminarily Fastened Insulation for Mechanically Fastened Membrane Systems: Install insulation with fasteners at rate required by roofing system manufacturer or applicable authority, whichever is more stringent.
 - 2. Fasten top layer to resist uplift pressure at corners, perimeter, and field of roof.

3.7 COVER BOARD INSTALLATION

- A. Coordinate installing membrane roofing system components so cover board is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system manufacturer's written instructions for installing roof cover board.
- C. Install cover board with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
 - 1. Cut and fit cover board within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- D. Trim surface of cover board where necessary at roof drains so completed surface is flush and does not restrict flow of water.
 - 1. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- E. Steel Deck
 - 1. Preliminarily Fastened Cover Board for Mechanically Fastened Systems: Install cover board with fasteners at rate required by roofing system manufacturer or applicable authority.

3.8 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.
- B. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- C. Where roof slope exceeds 1/2 inch per 12 inches (1:24), contact the membrane manufacturer for installation instructions regarding installation direction and backnailing
- D. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.9 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install one modified bituminous roofing membrane sheets, and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, with the following installation method:
 - 1. Unroll roofing membrane sheets and allow them to relax.
 - 2. Steel Deck
 - a. Install one lapped base sheet course and mechanically fasten to substrate according to roofing system manufacturer's written instructions.
 - 1) Enhance fastening rate in perimeter and corner zones according to code or manufacturer, whichever is more stringent.
 - 2) Side and end laps shall be installed using heat welding techniques.
 - 3) Fasteners in field of sheets shall be stripped in per manufacturer's requirements prior to installing cap sheet.
 - b. Heat weld modified bituminous roofing cap sheet to substrate according to roofing system manufacturer's instruction.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
 - 1. Repair tears and voids in laps and lapped seams not completely sealed.
 - 2. As required, apply roofing granules to cover exuded bead at laps while bead is hot.
- C. Install roofing membrane sheets so side and end laps shed water.

3.10 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
 - 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 - 2. Backer Sheet Application: Mechanically fasten backer sheet to walls or parapets.

3. Backer Sheet Application: Self-adhere backer sheet to substrate as required by roofing system manufacturer.
 - a. Option: Heat Weld backer sheet to substrate as required by roofing system manufacturer.
 4. Flashing Sheet Application Heat weld flashing sheet to substrate as required by roofing system manufacturer.
- B. Extend base flashing up walls or parapets 8 inches (200 mm) above roofing membrane. Refer to manufacturer's standard flashing details.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
1. Seal top termination of base flashing with a strip of glass-fiber fabric set in MBR Flashing cement.
- D. Roof Drains: Flash drain using liquid applied flashing system. Clamp roofing membrane, flashing, and stripping into roof-drain clamping ring.
1. Install stripping according to roofing system manufacturer's written instructions.
- E. Flash all penetrations using liquid applied flashing system.

3.11 EDGE METAL INSTALLATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements and SMACNA's "Architectural Sheet Metal Manual."
- C. Join individual sections in accordance with the membrane manufacturer's requirements and SMACNA's "Architectural Sheet Metal Manual".

3.12 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
- B. Walkway Cap Sheet Strips: Install roofing membrane walkway cap sheet strips over roofing membrane by heat weld application.

3.13 FIELD QUALITY CONTROL

- A. Arrange for roofing system manufacturer's technical representative to inspect roofing installation on completion and submit report to Architect.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.14 PROTECTION AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

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SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this section.
- B. Types of work specified in this section include the following:
 - 1. Metal Counter Flashing and Base Flashing.
 - 2. Metal Diverters. Verify location with Architect for all entry doors.
 - 3. Exposed Metal Trim Units
 - 4. Eave Strip/Drip Edge
 - 5. Fascia
 - 6. Gutters
 - 7. Downspouts
 - 8. Elastic flashing.

1.3 REFERENCE STANDARDS

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

1.4 SUBMITTALS

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

1.5 JOB CONDITIONS

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

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Pre-Finished Aluminum .040 is required

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Mobile, Alabama

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- B. Finish: The exposed finish on all exposed metals and similar items shall consist of a 70% KYNAR 500® resin base coating applied to a cleaned, pretreated and primed surface. The dry film thickness of the exterior coating shall not be less than .90 mil minimum, inclusive primer. The interior color finish shall consist of a backer coat with a dry film thickness of 0.5 mil. A low gloss finish is required to minimize the appearance of oil canning,
 - a. Colors: As selected by Architect after Bid Date, from manufacturer's standard colors including white.

C. **Continuous Cleats on all face metals are required.**

2.2 GUTTERS

- A. Gutters: Provide flat shapes, no rolled formed stiffeners or ribbed allowed. Form gutters in "continuous" sections not less than 8 feet in length, complete with end pieces, outlet tubes and other special pieces as may be required. Join sections with riveted and soldered or sealed joints. Provide expansion-type slip joint at center of runs.
 - 1. Furnish gutter supports spaced at 36" on center constructed of same metal as gutters.
- B. Pre-Finished Aluminum .040 is required
- C. Finish: The exposed finish on all exposed metals and similar items shall consist of a 70% KYNAR 500® resin base coating applied to a cleaned, pretreated and primed surface. The dry film thickness of the exterior coating shall not be less than .90 mil minimum, inclusive primer. The interior color finish shall consist of a backer coat with a dry film thickness of 0.5 mil. A low gloss finish is required to minimize the appearance of oil canning,
 - 1. Colors: As selected by Architect after Bid Date, from manufacturer's standard colors including white.

2.3 DOWNSPOUTS

- A. Downspouts: Form downspouts in sections approximately 10 feet long (**no corrugated sections**), complete with elbows and offsets. Join sections with not less than 1-1/2" telescoping joints. Provide fasteners, designed to securely hold downspouts not less than 1" away from walls; locate fasteners at top and bottom and equally spaced at approximately 5 feet on center in between.
- B. Pre-Finished Aluminum .040 is required
- C. Finish: The exposed finish on all exposed metals and similar items shall consist of a 70% KYNAR 500® resin base coating applied to a cleaned, pretreated and primed surface. The dry film thickness of the exterior coating shall not be less than .90 mil minimum, inclusive primer. The interior color finish shall consist of a backer coat with a dry film thickness of 0.5 mil. A low gloss finish is required to minimize the appearance of oil canning,
 - a. Colors: As selected by Architect after Bid Date, from manufacturer's standard colors including white.

2.4 SHEET FLASHING

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

2.5 MISCELLANEOUS MATERIALS & ACCESSORIES

- A. Solder:
 - 1. For use with steel or copper, provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.
 - 2. For use with stainless steel: Provide 60 - 40 tin/lead solder (ASTM B 32), with acid-chloride type flux, except use rosin flux over tinned surfaces.
- B. Fasteners: Same metal as flashing/sheet metal or, other noncorrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
- C. Bituminous Coating: FS TT-C-494 or SSPC - Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
- D. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non-drying, nonmigrating sealant.
- E. Epoxy Seam Sealer: 2-part noncrossive metal seam cementing compound, recommended by metal manufacturer for exterior/interior non-moving joints including riveted joints.
- F. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/ weather-resistant seaming and adhesive application of flashing sheet.
- G. Paper Slip Sheet: 5-lb. rosin-sized building paper.
- H. Polyethylene Underlayment: 6-mil carbonated polyethylene film; FS L-P-512.
- I. Reglets: Metal or plastic units of type and profile indicated, compatible with flashing indicated, noncrossive.
- J. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncrossive, size and gage required for performance.
- K. Roofing Cement: Must be compatible with materials with which it comes in contact.
- L. Provide precast concrete splashblock sloped away from building, approximately 12-inches wide x 24-inches long x 2-inches thick x 3-inches high, with 3-raised edges and one "open" end turned toward building – at locations where downspouts would otherwise drain on grade or paving.
 - 1. Provide 1-preformed metal pan with corrugated bottom and properly hemmed edges (minimum 12" x 24") at each downspout which drains onto a roof below.

2.9 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 2" deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.

- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 - EXECUTION

3.1 INSTALLATION REQUIREMENTS

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

3.2 CLEANING AND PROTECTION

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

END OF SECTION

SECTION 07840 - FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. Firestopping: Material or combination of materials used to retain integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke, and hot gases through penetrations in, or construction joints between, fire rated wall and floor assemblies.

1.3 GENERAL DESCRIPTION OF THE WORK OF THIS SECTION

- A. Only tested firestop systems shall be used in specific locations as follows:
- B. Penetrations for the passage of duct, cable, cable tray, conduit, piping, electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.
- C. Safing slot gaps between edge of floor slabs and curtain walls.
- D. Openings between structurally separate sections of wall or floors.
- E. Gaps between the top of walls and ceilings or roof assemblies.
- F. Expansion joints in walls and floors.
- G. Openings and penetrations in fire-rated partitions or walls containing fire doors.
- H. Openings around structural members which penetrate floors or walls.

1.4 RELATED WORK OF OTHER SECTIONS

- A. Coordinate work of this section with work of other sections as required to properly execute the work and as necessary to maintain satisfactory progress of the work of other sections, including:
 - 1. Section 03300 - Cast-In-Place Concrete
 - 2. Section 04200 - Unit Masonry
 - 3. Section 07900 - Joint Sealants
 - 4. Section 09250 - Gypsum Drywall
 - 5. Section 15000 - HVAC and Plumbing
 - 6. Section 16000 - Electrical

1.5 REFERENCES

- A. Test Requirements: ASTM E 814, "Standard Method of Fire Tests of Through Penetration Fire Stops"
- B. Test Requirements: UL 1479, "Fire Tests of Through-Penetration Firestops"
- C. Test Requirements: UL 2079, "Tests for Fire Resistance of Building Joint Systems"
- D. Underwriters Laboratories (UL) of Northbrook, IL publishes tested systems in their "FIRE RESISTANCE DIRECTORY" that is updated annually.
 - 1. UL Fire Resistance Directory:
 - a. Firestop Devices (XHJI)
 - b. Fire Resistance Ratings (BXRH)
 - c. Through-Penetration Firestop Systems (XHEZ)

- d. Fill, Voids, or Cavity Material (XHHW)
 - e. Forming Materials (XHKU)
 - f. Joint Systems (XHBN)
 - g. Perimeter Fire Containment Systems (XHDG)
2. Alternate Systems: "Omega Point Laboratories Directory" (updated annually).
- a. Test Requirements: ASTM E 1966, "Standard Test Method for Fire Resistive Joint Systems"
 - b. Test Requirements: ASTM E 2307, "Standard Test Method for Determining Fire Resistance of Perimeter Fire Barrier Systems Using Intermediate-Scale, Multi-story Test Apparatus"
 - c. Inspection Requirements: ASTM E 2174, "Standard Practice for On-site Inspection of Installed Fire Stops"
 - d. ASTM E 84, "Standard Test Method for Surface Burning Characteristics of Building Materials"
 - e. ASTM D6904, "Standard Practice for Resistance to Wind Driven Rain for Exterior Coatings Applied on Masonry"
 - f. ASTM C 679, "Standard Test Method for Tack-Free Time of Elastomeric Sealants"
 - g. International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments
 - h. International Building Code (Most Current Version)
 - i. NFPA 101 - Life Safety Code
 - j. NFPA 70 - National Electric Code

1.6 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide through-penetration fire stop systems and fire-resistive joint systems that comply with specified requirements of tested systems.
- B. Firestop System installation must meet requirements of ASTM E 814, UL 1479 or UL 2079 tested assemblies that provide a fire rating equal to that of construction being penetrated.
- C. Proposed fire stop materials and methods shall conform to applicable governing codes having local jurisdiction.
- D. Firestop Systems do not reestablish the structural integrity of load bearing partitions/assemblies, or support live loads and traffic. Installer shall consult the structural engineer prior to penetrating any load bearing assembly.
- E. For those firestop applications that exist for which no qualified tested system is available through a manufacturer, an engineering judgment derived from similar qualified tested system designs or other tests will be submitted to local authorities having jurisdiction for their review and approval prior to installation. Engineering judgment documents must follow requirements set forth by the International Firestop Council.

1.7 SUBMITTALS

- A. Submit Product Data: Manufacturer's specifications and technical data for each material including the composition and limitations, documentation of qualified tested firestop systems to be used and manufacturer's installation instructions to comply with Section 01 30 00.
- B. Manufacturer's engineering judgment identification number and document details when no qualified tested system is available for an application. Engineering judgment must include both project name and contractor's name who will install firestop system as described in document.
 - 1. Submit safety data sheets provided with product delivered to job-site.

1.8 INSTALLER QUALIFICATIONS

- A. Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacturer's products per

specified requirements. A supplier's willingness to sell its firestopping products to the Contractor or to an Installer engaged by the Contractor does not in itself confer qualification on the buyer.

- B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single sole source firestop specialty contractor.
- C. The work is to be installed by a contractor with at least one of the following qualifications:
 - 1. FM 4991 Approved Contractor
 - 2. UL Approved Contractor
 - 3. Hilti Accredited Fire Stop Specialty Contractor
- D. The installer must have no less than 3 years of experience with fire stop installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials undamaged in manufacturer's clearly labeled, unopened containers, identified with brand, type, and UL label where applicable.
- B. Coordinate delivery of materials with scheduled installation date to allow minimum storage time at job-site.
- C. Store materials under cover and protect from weather and damage in compliance with manufacturer's requirements, including temperature restrictions.
- D. Comply with recommended procedures, precautions or remedies described in material safety data sheets as applicable.
 - 1. Do not use damaged or expired materials.

1.10 PROJECT CONDITIONS

- A. Do not use materials that contain flammable solvents.
- B. Schedule installation of firestopping after completion of penetrating item installation but prior to covering or concealing of openings.
- C. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.
- D. Weather conditions: Do not proceed with installation of firestop materials when temperatures exceed the manufacturer's recommended limitations for installation printed on product label and product data sheet.
- E. During installation, provide masking and drop cloths to prevent firestopping materials from contaminating any adjacent surfaces.

PART 2 – PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by the firestopping manufacturer based on testing and field experience.
- B. Provide components for each firestopping system that are needed to install fill material. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated systems.
- C. Provide a round fire-rated cable management device whenever cables penetrate fire rated walls, where frequent cable changes and additions may occur. The fire-rated cable management device shall consist of a corrugated steel tube with zinc coating, contain an inner plastic housing, intumescent material rings, and inner fabric smoke seal membrane. The length of the sleeve shall

be 12.4 inches. The fire-rated cable management device shall contain integrated intumescent firestop wrap strip materials sufficient to maintain the hourly rating of the barrier being penetrated. The fire-rated cable management device shall contain a smoke seal fabric membrane or intumescent firestop plugs sufficient to achieve the L-Rating requirements of the barrier type. Install device per the manufacturer's published installation instructions.

- D. Penetrations in Fire Resistance Rated Walls: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.
 - 1. F-Rating: Not less than the fire-resistance rating of the wall construction being penetrated.
- E. Penetrations in Horizontal Assemblies: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.
 - 1. F-Rating: Minimum of 1-hour rating, but not less than the fire-resistance rating of the floor construction being penetrated.
 - 2. T-Rating: when penetrant is located outside of a wall cavity, minimum of 1-hour rating, but not less than the fire-resistance rating of the floor construction being penetrated.
 - 3. W-Rating: Class 1 rating in accordance with water leakage test per UL 1479.
- F. Penetrations in Smoke Barriers: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.
 - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at both ambient and elevated temperatures.
- G. Mold Resistance: Provide penetration firestopping with mold and mildew resistance rating of one (0) as tested per ASTM G21.
- H. Rain and water resistance: provide perimeter joint sealant tested in accordance with ASTM D 6904 with less than 1 hour tack free time as tested in accordance with ASTM C 679.
- I. Firestopping Materials are either "cast-in-place" (integral with concrete placement) or "post installed." Provide cast-in-place firestop devices prior to concrete placement.

2.2 MANUFACTURERS

- A. Subject to compliance with through penetration firestop systems (XHEZ), joint systems (XHBN), and perimeter firestop systems (XH DG) listed in Volume 2 of the UL Fire Resistance Directory; provide products of the following manufacturers as identified below:
 - 1. Hilti, Inc., (Basis of Design) | Plano, Texas | Ph: 800-879-8000 | www.us.hilti.com.
- 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.

2.3 MATERIALS

- A. Use only firestop products that have been UL 1479, ASTM E 814 or UL 2079 tested for specific fire-rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance.
- B. Pre-formed firestop devices for use with noncombustible and combustible pipes (closed and open systems), conduit, and/or cable bundles penetrating concrete floors the following products are acceptable:
 - 1. Hilti Cast-In Place Firestop Device (CP 680-P)
 - a. Add Aerator Adaptor when used in conjunction with aerator system.
 - 2. Hilti Cast-In Place Firestop Device (CP 680-M) for use with noncombustible penetrants.
 - 3. Hilti Tub Box Kit (CP 681) for use with tub installations.
 - 4. Hilti Firestop Speed Sleeve (CP 653) for use with cable penetrations.
 - 5. Hilti Firestop Drop-In Device (CFS-DID) for use with noncombustible and combustible penetrants.
 - 6. Hilti Firestop Block (CFS-BL)

7. Hilti Closet Stub (CFS-CID CS)

- C. Sealants, caulking materials, or foams for use with non-combustible items including steel pipe, copper pipe, rigid steel conduit and electrical metallic tubing (EMT), the following products are acceptable:
1. Hilti Intumescent Firestop Sealant (FS-ONE MAX)
 2. Hilti Fire Foam (CP 620)
 3. Hilti Flexible Firestop Sealant (CP 606)
 4. Hilti Firestop Silicone Sealant Gun Grade (CFS-S SIL GG)
 5. Hilti Firestop Silicone Sealant Self Leveling (CFS-S SIL SL)
- D. Sealants or caulking materials for use with sheet metal ducts, the following products are acceptable:
1. Hilti Silicone Sealant Gun Grade (CFS-S SIL GG)
 2. Hilti Firestop Silicone Sealant Self Leveling (CFS-S SIL SL)
 3. Hilti Flexible Firestop Sealant (CP 606)
 4. Hilti Intumescent Firestop Sealant (FS-ONE MAX)
- E. Sealants, sprays, or pre-formed materials for use with fire-rated construction joints and other gaps, the following products are acceptable:
1. Hilti Firestop Top Track Seal (CFS-TTS)
 2. Hilti Firestop Joint Spray (CFS-SP WB)
 3. Hilti Firestop Silicone Joint Spray (CFS-SP SIL)
 4. Hilti Flexible Firestop Sealant (CP 606)
 5. Hilti Firestop Silicone Sealant Gun Grade (CFS-S SIL GG)
 6. Hilti Firestop Silicone Sealant Self Leveling (CFS-S SIL SL)
 7. Hilti Bottom-of-Wall Sealant (CP 605)
- F. Pre-formed mineral wool designed to fit flutes of metal profile deck and gap between top of wall and metal profile deck; as a backer for spray material.
1. Hilti Speed Plugs (CP 777)
 2. Hilti Speed Strips (CP 767)
- G. Intumescent sealants, caulking materials for use with combustible items (penetrants consumed by high heat and flame) including insulated metal pipe, PVC jacketed, flexible cable or cable bundles and plastic pipe, the following products are acceptable:
1. Hilti Intumescent Firestop Sealant (FS-ONE MAX)
- H. Foams, intumescent sealants, or caulking materials for use with flexible cable or cable bundles, the following products are acceptable:
1. Hilti Intumescent Firestop Sealant (FS-ONE MAX)
 2. Hilti Fire Foam (CP 620)
 3. Hilti Flexible Firestop Sealant (CP 606)
 4. Hilti Firestop Silicone Sealant Gun Grade (CFS-S SIL GG)
 5. Hilti Firestop Silicone Sealant Self Leveling (CFS-S SIL SL)
- I. Non-curing, re-penetrable intumescent putty or foam materials for use with flexible cable or cable bundles, the following products are acceptable:
1. Hilti Firestop Putty Stick (CP 618)
 2. Hilti Firestop Plug (CFS-PL)
- J. Wall opening protective materials for use with U.L. listed metallic and specified nonmetallic outlet boxes, the following products are acceptable:
1. Hilti Firestop Putty Pad (CFS-P PA)
 2. Hilti Firestop Putty Pad (CP 617)
 3. Hilti Firestop Box Insert

- K. Firestop collar or wrap devices attached to assembly around combustible plastic pipe (closed and open piping systems), the following products are acceptable:
1. Hilti Firestop Collar (CP 643N)
 2. Hilti Firestop Collar (CP 644)
 3. Hilti Wrap Strips (CP 648-E/648-S)
- L. Materials used for large openings and complex penetrations made to accommodate cable trays and bundles, multiple steel and copper pipes, electrical busways in raceways, the following products are acceptable:
1. Hilti Firestop Block (CFS-BL)
 2. Hilti Composite Sheet (CFS-COS)
 3. Hilti Firestop Mortar (CP 637)
 4. Hilti Fire Foam (CP 620)
 5. Hilti Firestop Board (CP 675T)
- M. Non curing, re-penetrable materials used for large size/complex penetrations made to accommodate cable trays and bundles, multiple steel and copper pipes, electrical busways in raceways, the following products are acceptable:
1. Hilti Firestop Block (CFS-BL)
 2. Hilti Firestop Board (CP 675T)
- N. Re-penetrable, round cable management devices for use with new or existing cable bundles penetrating gypsum or masonry walls, the following products are acceptable:
1. Hilti Firestop Speed Sleeve (CP 653) with integrated smoke seal fabric membrane.
 2. Hilti Firestop Cable Collar (CFS-CC)
 3. Hilti Firestop Sleeve (CFS-SL SK)
 4. Hilti Retrofit Sleeve (CFS-SL RK) for use with existing cable bundles.
 5. Hilti Gangplate (CFS-SL GP) for use with multiple cable management devices.
 6. Hilti Gangplate Cap (CFS-SL GP CAP) for use at blank openings in gangplate for future penetrations.
- O. Sealants or caulking materials used for openings between structurally separate sections of wall and floors, the following products are acceptable:
1. Hilti Firestop Joint Spray (CFS-SP WB)
 2. Hilti Flexible Firestop Sealant (CP 606)
 3. Hilti Firestop Silicone Sealant Gun Grade (CFS-S SIL GG)
 4. Hilti Firestop Silicone Sealant Self Leveling (CFS-S SIL SL)
- P. For blank openings made in fire-rated wall or floor assemblies, where future penetration of pipes, conduits, or cables is expected, the following products are acceptable:
1. Hilti Firestop Block (CFS-BL)
 2. Hilti Firestop Plug (CFS-PL)
- Q. For single or cable bundles up to one inch diameter penetrating gypsum, masonry, concrete walls or wood floor assemblies the following product is acceptable:
1. Hilti Firestop Cable Disc (CFS-D)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
1. Verify penetrations are properly sized and in suitable condition for application of materials.

2. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, rust, laitance, release agents, water repellents, and any other substances that may affect proper adhesion.
3. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.
4. Comply with manufacturer's recommendations for temperature and humidity conditions before, during and after installation of firestopping.
5. Do not proceed until unsatisfactory conditions have been corrected.

3.2 COORDINATION

- A. Coordinate construction of openings, penetrations and construction joints to ensure that the fire stop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration fire stop systems. Coordinate construction and sizing of joints to ensure that fire-resistive joint systems are installed according to specified requirements.
- C. Coordinate fire stopping with other trades so that obstructions are not placed in the way prior to the installation of the fire stop systems.
- D. Do not cover up through-penetration fire stop and joint system installations that will become concealed behind other construction until each installation has been examined by the building inspector.

3.3 INSTALLATION

- A. Regulatory Requirements: Install firestop materials in accordance with UL Fire Resistance Directory or Omega Point Laboratories Directory.
- B. Manufacturer's Instructions: Comply with manufacturer's instructions for installation of through-penetration and construction joint materials.
 1. Seal all holes or voids made by penetrations to ensure an air and water resistant seal.
 2. Consult with mechanical engineer, project manager, and damper manufacturer prior to installation of UL firestop systems that might hamper the performance of fire dampers as it pertains to duct work.
 3. Protect materials from damage on surfaces subjected to traffic.

3.4 FIELD QUALITY CONTROL

- A. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.
- B. Keep areas of work accessible until inspection by applicable code authorities.
- C. Inspection of through-penetration firestopping shall be performed in accordance with ASTM E 2174, "Standard Practice for On-Site Inspection of Installed Fire Stops" or other recognized standard.
- D. Perform under this section patching and repairing of firestopping caused by cutting or penetrating of existing firestop systems already installed by other trades.
- E. Manufacturer's Field Services: Contractor to ensure a manufacturer's direct representative is available for on-site visits during initial installation of firestop systems to train appropriate contractor personnel in proper selection and installation procedures. Training will be done per manufacturer's written recommendations published in their literature and drawing details. During installation, contractor shall have manufacturer's representative provide periodic visual observations and written documentation of the results. Contact Hilti for support at 800.879.8000.

3.5 IDENTIFICATION & DOCUMENTATION

- A. The firestop contractor is to supply documentation for each single application addressed. This documentation is to identify each penetration and joint location on the entire project.
- B. The Documentation Form for through penetrations is to include:
 - 1. A Sequential Location Number
 - 2. The Project Name
 - 3. Date of Installation
 - 4. Detailed Description of the Penetration's Location
 - 5. Tested System or Engineered Judgment Number
 - 6. Type of Assembly Penetrated
 - 7. A Detailed Description of the Size and Type of Penetrating Item
 - 8. Size of Opening
 - 9. Number of Sides of Assemblies Addressed
 - 10. Hourly Rating to be Achieved
 - 11. Installer's Name
- C. The Documentation Form for Construction Joints is to include:
 - 1. A Sequential Location Number
 - 2. The Project Name
 - 3. Date of Installation
 - 4. Detailed Description of the Construction Joint's Location
 - 5. Tested System or Engineered Judgment Number
 - 6. Type of Construction Joint
 - 7. The Width of the Joint
 - 8. The Lineal Footage of the Joint
 - 9. Number of Sides Addressed
 - 10. Hourly Rating to be Achieved
 - 11. Installer's Name
- D. Copies of these documents are to be provided to the general contractor at the completion of the project.
- E. Identify through-penetration firestop systems with pressure-sensitive, self-adhesive, preprinted vinyl labels. Attach labels permanently to surfaces of penetrated construction on both sides of each firestop system installation where labels will be visible to anyone seeking to remove penetrating items or firestop systems. Include the following information on labels:
 - 1. The words: "Warning: Through Penetration Firestop System – Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address and phone number.
 - 3. Through-penetration firestop system designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Through-penetration firestop system manufacturer's name.
 - 6. Installer's name.
- F. A firestop documentation manager software shall be used to document, track, and maintain the passive firestop systems throughout the construction and maintenance phase of the facility. The software solution shall be used to track and document every firestop system installed on the project and each subsequent addition, change, or removal of the firestop system. The firestop documentation shall be managed with a cloud-based software which allows the installer to use a standard smartphone or tablet device (either iOS, Android or Windows capable) to capture the relevant information for the installation. The following data shall be tracked for each penetration within the facility: product installed, system installed, date of installation, location of the penetration including a notation on the 2D plan image, F-rating, name of installer, photo (pre-installation and post-installation), and inspection status. The Owner and/ or Construction Manager may designate additional

items to be tracked. The firestop documentation manager software must perform the following basic functions:

1. Create multiple projects/ facilities, add/create/ remove users for each project, upload documents including UL systems, 2D floor plans, product data, engineering judgments, etc.
 2. Define data to track using pre-defined input fields or creating custom input fields as desired.
 3. Capture multiple photos for each penetration, including a pre-installation and post-installation photo.
 4. Scan QR Code on Hilti identification label to link the program data to a specific penetration location.
 5. Annotate (mark) location of penetration on 2D floor plan.
 6. Create reports by filtering data and utilizing report templates.
 7. Online/ offline (for use in areas where data service is unavailable) synchronization of data between mobile device, online application and cloud-based system.
 8. Ability to transfer ownership of projects from one customer to another from construction phase to facility maintenance.
- G. Permanently attach Hilti identification labels to surfaces adjacent to and within 6 inches (150 mm) of firestopping edge so labels will be visible to anyone seeking to remove or change penetrating items or firestopping. Labels shall have a unique QR code for each penetration which can be scanned by the firestop documentation software to quickly identify the penetration attributes.
- H. Acceptable Software: Hilti CFS-DM, from Hilti Inc., Plano, TX. Tel (800) 879-8000 or Hilti (Canada) Corporation, Mississauga, Ontario (800) 363-4458 website: www.us.hilti.com or www.hilti.ca.com
1. Substitutions: Not permitted.
 2. Single Source: Obtain firestop documentation manager software and firestop systems for each type of penetration and construction condition indicated only from a single manufacturer.

3.6 ADJUSTING AND CLEANING

- A. Remove equipment, materials and debris, leaving area in undamaged, clean condition.
- B. Clean all surfaces adjacent to sealed holes and joints to be free of excess firestop materials and soiling as work progresses.

3.7 LABOR USE TO INSTALL FIRESTOP SYSTEMS

- A. If firestopping is not assigned to a single-source firestop specialty contractor, the installation of each scope of work is to be performed jurisdictionally correct per existing trade agreements.

3.8 SCHEDULE OF COMMON FIRESTOP SYSTEMS

A. Schedule of joint firestop systems. Basis of design: Hilti, Inc.

Joint Type	F-Rating (Hr)	Hilti Basis of Design UL System	
		Joint Width Less than or Equal to 2"	Joint Width Greater than 2" Less than or Equal to 6" ⁴
Concrete (Floor to Floor)	1	FF-D-1012, FF-D-1013 ¹	FF-D-1012, FF-D-1013
	2	FF-D-1012, FF-D-1013 ¹	FF-D-1012, FF-D-1013
	3	FF-D-1011, FF-D-1026 ¹	FF-D-1011, FF-D-1026
	4	FF-D-1047	FF-D-1125
Concrete (Edge of Floor Slab to Wall)	1	FW-D-1011, FW-D- 1012, FW-D-1013	FW-D-1011, FW-D- 1012, FW-D-1013, FW- D-1021

	2	FW-D-1011, FW-D-1012, FW-D-1013	FW-D-1011, FW-D-1012, FW-D-1013, FW-D-1021
	3	FW-D-1011	FW-D-1011, FW-D-1021
	4	FW-D-1047	FW-D-1092
Concrete or Block Wall to Flat Concrete Floor (Top-of-Wall)	1	N/A**	N/A**
	2	HW-D-0097 ¹	HW-D-1009
	3	HW-D-1008 ¹ , HW-D-0268	HW-D-1008
	4	HW-D-1042	HW-D-1103
Concrete or Block Wall to Concrete Over Fluted Metal Deck (Top-of-Wall)	1	HW-D-0098	N/A**
	2	HW-D-0080, HW-D-0081, HW-D-0098	HW-D-1037
	3	N/A**	N/A**
	4	HW-D-0294	N/A**
Gypsum Wall to Flat Concrete Floor (Top-of-Wall)	1	HW-D-0757, HW-D-0082, HW-D-0083, HW-D-0106, HW-D-0119	HW-D-1011, HW-D-1012, HW-1020
	2	HW-D-0757, HW-D-0082, HW-D-0083, HW-D-0106, HW-D-0119	HW-D-1011, HW-D-1012, HW-1020
	3	HW-D-0119	HW-D-1011, HW-D-1012, HW-1020
Gypsum Shaft Wall to (Top-of-Wall)	2	HW-D-0342 (FLAT CONCRETE) HW-D-0541, HW-D-0542 (CONCRETE OVER METAL DECK)	N/A**
Gypsum Shaft Wall to Concrete Floor (Bottom-of-Wall)	1	BW-S-0023	N/A**
	2	BW-S-0023	N/A**
Gypsum Wall to Concrete Floor (Bottom-of-Wall)	1	BW-S-0001, BW-S-0002, BW-S-0039	N/A**
	2	BW-S-0001, BW-S-0002, BW-S-0039	N/A**
Gypsum Wall to Concrete Over Fluted Metal Deck (Top-of-Wall)	1	HW-D-0042*, HW-D-0049*, HW-D-0087*, HW-D-0089*, HW-D-0045, HW-D-0046*, HW-D-0076*, HW-D-0077*, HW-D-0154, HW-D-0184*, HW-D-0292, HW-D-0295, HW-D-538*	HWD-1011, HWD-1012, HW-1020
	2	HW-D-0042*, HW-D-0049*, HW-D-0087*, HW-D-0089*, HW-D-0045, HW-D-0046*, HW-D-0076*, HW-D-0077*, HW-D-0154, HW-D-0184*, HW-D-	HW-D-1011, HW-D-1012, HW-D-1020

		292, HW-D-0295, HW-D0538*	
	3	HW-D-0292, HW-D-0295	HWD-1011, HWD-1012, HW-1020
	4	HW-D-0292, HW-D-0295	N/A**
Concrete (Wall to Wall)	2	WW-D-0017, WW-D-0082	WW-D-1080, WW-D-1084
	3	WW-D-1011 ¹ , WW-D-0032	WW-D-1011
	4	WW-D-1047	WW-D-1128
Gypsum to Concrete (Wall to Wall)	1	WW-D-0040	N/A**
	2	WW-D-0040	N/A**

* SEE NOTE 3 ** CONTACT HILTI FOR CURRENT UL-CLASSIFIED SYSTEM OR ENGINEER JUDGMENT DRAWING: 800-879-8000

NOTES:

1. CLASSIFIED SYSTEMS FOR 2" - 6" WIDE JOINTS MAY BE USED FOR JOINTS 2" WIDE AND LESS.
2. CONFIRM THAT MOVEMENT CAPABILITIES OF THE SELECTED UL SYSTEM MEETS OR EXCEEDS THE SPECIFIED MOVEMENT RANGE OF
3. THE PARTICULAR JOINT.
4. SYSTEMS MARKED WITH ASTERIK (*) ARE SUITABLE FOR TOP-OF-WALL JOINTS WHERE THE FLUTED METAL
5. DECK HAS SPRAY-ON MONOKOTE MK-6/HY FIREPROOFING.
6. VERIFY ALLOWABLE JOINT WIDTH ON SPECIFIC UL SYSTEM DRAWING.

B. Schedule of through penetration firestop systems. Basis of design: Hilti, Inc.

CONCRETE FLOORS			CONCRETE OR BLOCK WALLS		
TYPE OF PENETRANT	F-RATING (HR)	BASIS OF DESIGN UL SYSTEM	TYPE OF PENETRANT	F-RATING (HR)	BASIS OF DESIGN UL SYSTEM
CIRCULAR BLANK OPENINGS	1	F-A-0006, C-AJ-0055, C-AJ-0090	CIRCULAR BLANK OPENINGS	1	C-AJ-0055, C-AJ-0090
	2	F-A-0006, C-AJ-0055, C-AJ-0090		2	C-AJ-0055, C-AJ-0090
	3	F-A-0006, C-AJ-0055, C-AJ-0086,		3	C-AJ-0055, C-AJ-0086
SINGLE METAL PIPES OR CONDUIT	1	C-AJ-1226, F-A-1028, F-A-1017	SINGLE METAL PIPES OR CONDUIT	1	C-AJ-1226, W-J-1067, W-J-1020
	2	C-AJ-1226, F-A-1028, F-A-1017		2	C-AJ-1226, W-J-1067, W-J-1020, W-J-1248
	3	C-AJ-1226, F-A-1017		3	C-AJ-1226, W-J-1041, W-J-1068
	4	C-BJ-1037, C-BJ-1034		4	C-BJ-1034, C-BJ-1037, W-J-1041, W-J-1042, W-J-1068
SINGLE NON-METALLIC PIPE OR CONDUIT (I.E. PVC, CPVC, ABS, FRP, ENT)	1	F-A-2053, F-A-2025, C-AJ-2109, C-AJ-2098, C-AJ-2271, C-AJ-2167,	SINGLE NON-METALLIC PIPE OR CONDUIT (I.E. PVC, CPVC, ABS, FRP, ENT)	1	C-AJ-2109, C-AJ-2098, C-AJ-2167, C-AJ-2371, C-AJ-2342
	2	C-AJ-2098, C-AJ-2271, C-AJ-2167, C-		2	C-AJ-2109, C-AJ-2098, C-AJ-2167, C-AJ-2371, C-AJ-2342

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

FIRESTOPPING
07840-11

		BJ-2021, C-AJ-2371, C-AJ-2342			
	3	F-A-2054, C-AJ-2109, C-AJ-2098, C-AJ-2371, C-AJ-2342		3	C-AJ-2109, C-AJ-2098, C-AJ-2371, C-AJ-2342
	4	C-BJ 2016, C-AJ-2017		4	W-J-2057, W-J-2091
SINGLE/CABLE BUNDLES	1	F-A-3007, C-AJ-3095, C-AJ-3180, C-AJ-3283	SINGLE/CABLE BUNDLES	1	W-J-3036, C-AJ-3095, C-AJ-3180, W-J-3060, W-J-3167
	2	F-A-3007, C-AJ-3095, C-AJ-3334, F-A-3060		2	W-J-3036, C-AJ-3095, C-AJ-3180, W-J-3060, W-J-3167, W-J-3189
	3	F-A-3007, C-AJ 3095, C-AJ-3285		3	C-AJ-3095, C-AJ-3180, W-J-3167
				4	W-J-3050
CABLE TRAY	1	C-AJ-4034, C-AJ-4035	CABLE TRAY	1	W-J-4027, C-AJ-4034, C-AJ-4035
	2	C-AJ-4034, C-AJ-4035		2	W-J-4027, C-AJ-4034, C-AJ-4035
	3	C-AJ-4034, C-AJ-4035		3	C-AJ-4034, C-AJ-4035
				4	W-J-8007
SINGLE INSULATED PIPES	1	F-A 5015, F-A 5017, C-AJ-5090, C-AJ-5091, C-AJ-5090, C-AJ-5048	SINGLE INSULATED PIPES	1	C-AJ-5090, C-AJ-5091, C-AJ 5061, W-J-5042
	2	F-A 5015, F-A 5017, C-AJ-5090, C-AJ-5091, C-AJ-5090		2	C-AJ-5090, C-AJ-5091, C-AJ-5061, W-J-5042
	3	F-A 5016, C-AJ-5090, F-A-5018		3	C-AJ-5090, C-AJ-5061
	4	C-BJ-5006		4	C-BJ-5006, W-J-5028
ELECTRICAL BUSWAY	1	C-AJ-6006, C-AJ-6017, F-A-6002, C-AJ-6036	ELECTRICAL BUSWAY	1	C-AJ-6006, C-AJ-6017, C-AJ-6036
	2	C-AJ-6006, C-AJ-6017, F-A 6042, C-AJ-6036		2	C-AJ-6006, C-AJ-6017, C-AJ-6036
	3	C-AJ-6006, C-AJ-6017		3	C-AJ-6006, C-AJ-6017
MECHANICAL DUCTWORK WITHOUT DAMPERS NON-INSULATED	1	C-AJ-7046, C-AJ-7051, C-AJ-7084	MECHANICAL DUCTWORK WITHOUT DAMPERS NON-INSULATED	1	C-AJ-7046, C-AJ-7051, W-J-7021, W-J-7022
	2	C-AJ-7046, C-AJ-7051, C-AJ-7085		2	C-AJ-7046, C-AJ-7051, W-J-7021, W-J-7022
	3	C-AJ-7046, C-AJ-7051		3	C-AJ-7046, C-AJ-7051
MECHANICAL DUCTWORK WITHOUT DAMPERS INSULATED	N/A**	N/A**	MECHANICAL DUCTWORK WITHOUT DAMPERS INSULATED	1	W-J-7029, W-J-7124
				2	W-J-7091, W-J-7112, W-J-7124
MIXED PENETRANTS	1	C-AJ 8099, C-AJ-8056, C-AJ-8143	MIXED PENETRANTS	1	C-AJ 8099, C-AJ 8056, W-J 8007, C-AJ 8143

	2	C-AJ-8099, C-AJ-8056, C-AJ-8143		2	C-AJ 8099, C-AJ 8056, W-J 8007, C-AJ 8143
	3	C-AJ-8099, C-AJ-8056		3	C-AJ 8041, C-AJ 8056, W-J 8007, C-AJ 8099
	4	C-AJ-8095		4	C-AJ 8095, W-J 8007
WOOD FLOORS			GYPSUM WALLS		
TYPE OF PENETRANT	F-RATING (HR)	BASIS OF DESIGN UL SYSTEM	TYPE OF PENETRANT	F-RATING (HR)	BASIS OF DESIGN UL SYSTEM
METAL PIPES OR CONDUIT	1	F-C-1009, F-C-1059, F-C-1168	METAL PIPES OR CONDUIT	1	W-L-1054, W-L-1058, W-L-1164, W-L-1506
	2	F-C-1009, F-C-1059, F-C-1168		2	W-L-1054, W-L-1058, W-L-1164, W-L-1506
				4	W-L-1110, W-L-1111, W-L-1165
NON-METALLIC PIPE OR CONDUIT	1	F-C-2232, F-C-2030, F-C-2160, F-C-2389	NON-METALLIC PIPE OR CONDUIT	1	W-L-2078, W-L-2075, W-L-2128
	2	F-C-2029, F-C-2030, F-C-2128, F-C-2160		2	W-L-2078, W-L-2075, W-L-2128
				4	W-L-2184, W-L-2245
SINGLE OR BUNDLED CABLES	1	F-C-3012, F-C-3110, F-C-3044	SINGLE OR BUNDLED CABLES	1	W-L-3065, W-L-3111, W-L-3112, W-L-3334, W-L-3414, W-L-3396
	2	F-C-3012, F-C-3110		2	W-L-3065, W-L-3111, W-L-3112, W-L-3334, W-L-3414, W-L-3396
				3	W-L-3385, W-L-3277
				4	W-L-3139, W-L-3334
INSULATED PIPES	1	F-C-5004, F-C-5037, F-C-5036	CABLE TRAY	1	W-L-4011, W-L-4019, W-L-4081
				2	W-L-4011, W-L-4019, W-L-4081
				4	W-L 8014
	2	F-C-5004, F-C-5037	INSULATED PIPES	1	W-L-5028, W-L-5029, W-L-5047
				2	W-L-5028, W-L-5029, W-L-5047
				4	W-L-5073
NON-INSULATED MECHANICAL DUCTWORK WITHOUT DAMPERS	1	F-C-7013	NON-INSULATED MECHANICAL DUCTWORK WITHOUT DAMPERS	1	W-L 7017, W-L-7040, W-L-7042, W-L-7155
				2	W-L-7040, W-L-7042, W-L-7155
INSULATED MECHANICAL DUCTWORK WITHOUT DAMPERS	1	N/A**	INSULATED MECHANICAL DUCTWORK WITHOUT DAMPERS	1	W-L-7059, W-L-7153, W-L-7156, W-L-7151
	2	N/A**		2	W-L-7059, W-L-7153, W-L-7156, W-L-7151
MIXED PENETRANTS	1	F-C-8009, F-C-8014, F-C-826	MIXED PENETRANTS	1	W-L-1095, W-L-8013
				2	W-L-1095, W-L-8013
				4	W-L-8014

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 (Exterior).
 - 2. Flashing Joints.
- C. General Performance: Except as otherwise indicated, joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

1.3 SUBMITTALS

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

1.4 JOB CONDITIONS

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Manufacturers listed in this article include those known to produce the indicated category of prime joint sealant material, either as a nominally pure generic product or as an equivalent-performance modification thereof or proprietary product.
- B. Manufacturers: The following manufacturer's products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Polyurethane Sealants:
 - a. Bostik.
 - b. Master Builders.
 - c. Pecora Corp.
 - d. Sonneborn Building Products.
 - e. Tremco, Inc.
 - 2. Butyl Sealants:
 - a. Bostik.
 - b. TEC Incorporated.
 - c. Tremco, Inc.
 - 3. 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; **NP-1 or NP-2 only**; 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. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
 - 1. Applications: Use for:
 - a. Concealed sealant bead in sheet metal work.
- D. Bituminous and Fiber Joint Filler (BtmF-JF) provide resilient and non-extruding type premolded bituminous-impregnated fiberboard units complying with ASTM D 1751; FS HH-F-341, Type I; or AASHTO M213.
- 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:
 - 1. 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.
- G. 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.
- H. 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.
- I. Bond ends of gaskets together with adhesive of "weld" by other means as recommended by manufacturer to ensure continuous watertight and airtight performance. Miter-cut and bond ends at corners unless molded corner units are provided.

3.4 CURE AND PROTECTION

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

END OF SECTION

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SECTION 09209 - RESTORATION OF PLASTER SURFACES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes the requirements for restoration of decorative plaster ceiling and wall surfaces, including the following:
 - 1. General: Replace existing plaster walls, ceiling and cove molding with new plaster finishes as required to match the original plaster finish.

1.2 SUBMITTALS

- A. Product Data: Manufacturer's technical data for each product to be used, including recommendations for application and use.
- B. Samples: Furnish the following for verification purposes prior to mock-up erection:
 - 1. Patching material for repairing damaged plaster.

1.3 QUALITY ASSURANCE

- A. Restoration Specialist: Firm having minimum 5-years of experience in comparable historic restoration Projects, employing personnel skilled in the restoration and operations specified.
- B. Field Constructed Mock-Up: Prior to start of work, prepare a mock-up of plaster repair where directed by the Owner's Representative. Obtain Owner's Representative's approval of visual qualities before proceeding with the work.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original and unopened containers and packaging, bearing labels indicating type and names of products and manufacturers.
- B. Protect materials during storage and construction from wetting by rain or ground water, and from staining or intermixture with earth and other types of materials.
- C. Protect materials from deterioration by moisture and temperature.
 - 1. Store in a dry location or in waterproof containers.
 - 2. Keep containers tightly closed and away from open flames.
 - 3. Comply with manufacturer's recommendations for storage temperature requirements.

1.5 PROJECT CONDITIONS

- A. Prevent plaster materials from staining face of surrounding surfaces. Remove immediately from exposed surfaces.

PART 2 - PRODUCTS

2.1 PLASTER MATERIALS

- A. Provide plaster materials as required to match the appearance of existing plaster.

PART 3 - EXECUTION

3.1 REPAIRING PLASTER WALLS AND CEILINGS

A. Filling Cracks:

1. For cracks that reopen with temperature and humidity changes, the crack shall be widened with a sharp, pointed tool and then filled.
2. For persistent cracks, bridge the crack with fiberglass mesh tape pressed into the patching material. After the first application of a quick setting joint compound dries, a second coat shall cover the tape, feathering at the edges. Apply a third coat to even out the surface and follow by a light sanding.
3. Large cracks due to structural movement shall be repaired after repairs to the structural system have been made. The plaster on each side of the crack shall be removed to a width of approximately 6-inches down to the lath. Clean out debris and apply metal lath to the cleaned area leaving the existing wood lath in place. Patch the crack with an appropriate plaster in three layers.

B. Replacing Delaminated Areas of the Finish Coat: Paint a liquid plaster bonding agent on the areas of basecoat plaster that will be re-plastered with a new lime finish coat.

C. Patching Holes in Walls:

1. Repair small holes less than 4-inches in diameter in two applications. Trowel-apply a layer of base coat plaster and scrape back below the level of the existing plaster. When the base coat has set but before it dries, apply more plaster to create a smooth, level surface.
2. For larger holes where three coats of plaster are damaged or missing down to the lath, remove the old plaster and re-attach any loose lath. Apply plaster in 3 layers lapping each new layer over the old plaster so that old and new are evenly joined.
3. If a patch is made in a plaster wall that is slightly wavy, the contour of the patch shall conform to the irregularities of the existing work.

D. Patching Holes in Ceilings: Examine the plaster around the loose plaster. If the surrounding areas are in reasonably good condition, the loose plaster can be re-attached to the lath using flathead wood screws and plaster washers. To patch a hole in the ceiling plaster, fasten metal lath over the wood lath and fill the hole with successive layers of plaster.

E. Establishing New Plaster Keys:

1. If the back of the ceiling lath is accessible, small areas of bowed out plaster can be pushed back against the lath.
2. After dampening the old lath and coating the damaged area with a bonding agent, a liquid plaster mix with glue size retardant added shall be applied to the backs of the lath and worked into the voids between the faces of the lath and the back of the plaster. While the first layer is still damp, plaster-soaked strips of jute scrim shall be laid across the backs of the lath and pressed firmly into the first layer as reinforcement.
3. Loose, damaged plaster can also be re-keyed when the goal is to conserve decorative surfaces or wallpaper.

F. Plaster Patching Materials: Plaster shall be determined by the plasterer.

END OF SECTION

SECTION 09250 - GYPSUM DRYWALL

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. Types of work include:
 - 1. Gypsum drywall at walls and ceilings.
 - 2. Drywall finishing (joint tape-and-compound treatment).

1.3 QUALITY ASSURANCE

- A. Fire-Resistance Ratings: Where gypsum drywall systems with fire- resistance ratings are indicated, provide materials and installations which are identical with those of applicable assemblies tested per ASTM E 119 by fire testing laboratories acceptable to authorities having jurisdiction.
 - 1. Provide fire-resistance rated assemblies identical to those indicated by reference to GA File No.'s. in GA "Fire Resistance Design Manual" or to design designations in UL "Fire Resistance Directory" or in listing of other testing and agencies acceptable to authorities having jurisdiction.
- B. Gypsum Board Terminology Standard: GA-505 by Gypsum Association.
- C. Single-Source Responsibility: Obtain gypsum board products from a single manufacturer, or from manufacturers recommended by the prime manufacturer of gypsum boards.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product specifications and installation instructions for each gypsum drywall component, including other data as may be required to show compliance with these specifications.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store material inside under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.
- C. Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal corner beads and trim from being bent or damaged.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements, General: Comply with requirements of referenced gypsum board application standards and recommendations of gypsum board manufacturer, for environmental conditions before, during and after application of gypsum board.
- B. Cold Weather Protection: When ambient outdoor temperatures are below 55 degrees F maintain continuous, uniform, comfortable building working temperatures of not less than 55 degrees F for a minimum period of 48 hours prior to, during and following application of gypsum board and joint treatment materials or bonding of adhesives.
- C. Ventilation: Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after its application. Avoid drafts during dry, hot weather to prevent too rapid drying.

PART 2 - PRODUCTS

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2.1 MANUFACTURER

- A. The following manufacturers' products have been used to establish minimum standards for materials, workmanship and function:
 - 1. Gypsum Board and Related Products:
 - a. Georgia-Pacific Corp.
 - b. Gold Bond Building Products Div., National Gypsum Co.
 - c. United States Gypsum Co.
 - d. CertainTeed Corporation
 - e. Lafarge North America
- 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. Gypsum Wallboard: ASTM C 36, of types, edge configuration and thickness indicated below; in maximum lengths available to minimize end-to-end butt joints.
 - 1. Provide Type "X" fire-resistant at all locations unless otherwise where identified by a UL Listing or Classification or as denoted on the drawings.
 - 2. Provide Type "C", fire-resistant where identified by a UL Listing or Classification where denoted on the drawings.
 - 3. Impact/Penetration Resistant Type "X" fire-resistant at locations as identified on the drawings. Equal to Hi-Impact Brand 2000 Fire Shield by National Gypsum. Tested in accordance with ASTM C36/C 1396 Type X, ASTM E 695, ASTM D 1037, ASTM D4977 and ASTM D 4060.
 - 4. Provide Type "MR" moisture resistant, where gypsum board is shown at all wet areas (Restrooms, etc.) install 5/8" moisture resistant gypsum board at all wet walls where plumbing fixtures are shown.
 - 5. Thickness: 5/8" unless otherwise indicated.
 - 6. Edges: Manufacturer's standard.

2.3 TRIM ACCESSORIES

- A. General: Provide manufacturer's standard trim accessories of types indicated for drywall work, formed of galvanized steel unless otherwise indicated, with either knurled and perforated or expanded flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide corner beads, L-type edge trim-beads, U-type edge trim-beads, special L-kerf-type edge trim-beads, and one-piece control joint beads.
- B. Non-Beaded Trim: Non-beaded trim shall not be used, except with specific approval by the Architect.

2.4 JOINT TREATMENT MATERIALS

- A. General: ASTM C 475; type recommended by the manufacturer for the application indicated, except as otherwise indicated.
- B. Joint Tape: Paper reinforcing tape.
- C. Joint Compound: Ready-mixed vinyl-type for interior use.
 - 1. Grade: A single multi-purpose grade, for entire application.

2.5 MISCELLANEOUS MATERIALS

- A. General: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.
- B. Gypsum Board Screws: Comply with ASTM C 646.

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- C. Gypsum Board Nails: Comply with ASTM C 514.
- D. Concealed Acoustical Sealant: Nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable sealant for concealed applications per ASTM C 919.
- E. Exposed Acoustical Sealant: Nonoxidizing, skinnable, paintable, gunnable sealant for exposed applications per ASTM C 919.
- F. Water-Resistant Adhesive: Type I organic adhesive for ceramic tile complying with ANSI A136.1.

PART 3 - EXECUTION

3.1 GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS

- A. Gypsum Board Application and Finishing Standards: ASTM C 840 and GA 216.
- B. Locate exposed end-butt joints as far from center of walls possible, and stagger not less than 1'-0" in alternate courses of board.
- C. Install wall/partition boards vertically to avoid end-butt joints wherever possible.
- D. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16" open space between boards. Do not force into place.
- E. Locate all edge and end joints over supports. Stagger vertical joints over different studs on opposite sides of partitions.
- F. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.
- G. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.
- H. Cover both faces of stud framing with gypsum board in concealed spaces (above ceilings, etc.), except in chase walls which are braced internally.
 - 1. Except where concealed application is required for sound, fire, air or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. area and may be limited to not less than 75% of full coverage.
- I. Isolate perimeter of non-load-bearing drywall partitions at structural abutments. Provide 1/4" to 1/2" space and trim edge with J-type semi-finishing edge trim. Seal joints with acoustical sealant.
- J. Space fasteners in gypsum boards in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

3.2 METHODS OF GYPSUM DRYWALL APPLICATION

- A. Single-Layer Application: Install gypsum wallboard.
- B. On partitions/walls apply gypsum board vertically unless otherwise indicated and provide sheet lengths which will minimize end joints.

3.3 INSTALLATION OF DRYWALL TRIM ACCESSORIES

- A. General: Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges by nailing or stapling in accordance with manufacturer's instructions and recommendations.
- B. Install metal corner beads at external corners of drywall work.
- C. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed, and except where plastic trim is indicated. Provide type with face flange to receive joint compound except where semi-finishing type is indicated. Install L-type trim where work is tightly abutted to other work and install special kerf-type where other work is kerfed to receive long leg of L-type trim. Install U-type trim where edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints).

- D. Install semi-finishing trim where indicated, and where exterior gypsum board edges are not covered by applied moldings or indicated to receive trim with face flanges covered with joint compound.
- E. Provide control joints horizontally and/or vertically at no less than 24'-0" o.c. max. Refer to plans for specific location or installed as directed by Architect.
- F. Install H-molding in exterior gypsum drywall work where control joints are indicated.

3.4 FINISHING OF DRYWALL

- A. General: Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare work for decoration. Prefill open joints and rounded or beveled edges, if any, using type of compound recommended by manufacturer.
 - 1. Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.
 - 2. Apply joint compound in 3 coats (not including prefill of openings in base), and sand between last 2 coats and after last coat.
 - 3. Tape and finish gypsum board in accordance with ASTM C 840, GA 214 and GA 216.
 - 4. Provide joint, fastener depression, and corner treatment. Do not use fiber glass mesh tape with conventional drying type joint compounds; use setting or hardening type compounds only. Provide treatment for water-resistant gypsum board as recommended by the gypsum board manufacturer.
 - 5. Where gypsum surfaces are to be finished to Level 5 in accordance with GA 214, apply a thin skim coat of joint compound to the entire gypsum board surface, after the two-coat joint and fastener treatment is complete and dry.
 - 6. **All Exposed gypsum board surfaces** shall be finished to a minimum **Level 4** in accordance with GA 214.
 - 7. Where gypsum board is to receive eggshell, semi-gloss or gloss paint finish, or where severe, up or down lighting conditions occur, shall be finished to **Level 5** in accordance to GA 214 Level 5, unless indicated otherwise.
 - 8. All gypsum board surfaces at **all Corridors** shall be finished to **Level 5** in accordance to GA 214 Level 5.
 - 9. Plenum areas above ceilings shall be finished to **Level 1** in accordance with GA 214.
 - 10. Water resistant gypsum backing board, ASTM C 630/C 630M, to receive ceramic tile shall be finished to **Level 2** in accordance with GA 214.
 - 11. Walls and ceilings to receive a heavy-grade wall covering or heave textured finish before painting shall be finished to **Level 3** in accordance with GA 214.
- B. Partial Finishing: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which requires finishing to achieve fire-resistance rating, sound rating or to act as air or smoke barrier.
- C. Refer to section on painting in Division 9 for decorative finishes to be applied to drywall work.

3.5 PROTECTION OF WORK

- A. Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum drywall work being without damage or deterioration at time of substantial completion.

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.
 - 2. Removal of existing latex paints peeling off existing enamel paints over plaster.
- 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 review 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.

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- 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.
- F. Plaster surfaces with latex paint applied over enamel paint:
1. Dry Scraping: Use a plastic putty knife to lift loose edges. Plastic is preferred over metal to avoid gouging the plaster or marking the enamel.

2. If there is any exposed bare plaster during scraping, "spot prime" those areas first with a thinned-out coat of primer or a dedicated plaster sealer to prevent the porous plaster from absorbing any moisture moisture.
3. Softening with Water/Ammonia: Apply a mixture of 1/3 ammonia and 2/3 water with a sponge. Let it sit for a few minutes to bubble the latex, then scrape it off. Then, use hot soapy water and a nylon brush to scrub away remaining patches.
4. Denatured Alcohol: For stubborn spots, rub with denatured alcohol on a rag; it dissolves latex paint without typically harming the oil-based enamel underneath.
5. De-gloss the Enamel: Once the latex is gone, lightly sand the enamel surface with 180 to 220-grit sandpaper until it looks dull. This creates "teeth" for the primer to grip.
6. Clean the Surface: Wipe down the walls with a damp cloth or a degreaser like TSP (Trisodium Phosphate) to remove dust, oils, or nicotine residue.
7. Apply a Bonding Primer: Use a high-quality bonding primer designed to stick to glossy surfaces.

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 ensure 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 EXTERIOR PAINT SCHEDULE

A. GENERAL

1. Paint **all new and old** roof penetrations at roof areas, including roof attic ventilators and exhaust fan housings.
2. General: Provide the following paint systems for the various substrates, as indicated.

B. EXTERIOR METALS

1. Zinc-Coated Metal.
 - a. Alkyd Gloss Enamel Finish.
 - i. 2 Coats over primer, with total dry film thickness not less than 2.5 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 2.5 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).
2. 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. EXTERIOR WOODWORK

1. Painted Woodwork.
 - a. Exterior Acrylic Latex Gloss Finish.

Re-roofing And Renovations to
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- i. 2 finish coats over primer with total dry film thickness of not less than 5.0 mils. Back prime all trim.
 - ii. 1st Coat: S-W Exterior Oil-Based Wood Primer, Y24W08020 (4 mils wet, 2.2 mils dry).
 - iii. 2nd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series.
 - iv. 3rd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series (4 mils wet, 1.5 mils dry per coat).
- 2. Stained Woodwork.
 - a. Acrylic Solid Color Stain.
 - i. Stained Finish: 2 Coats of stain on open grain wood.
 - ii. 1st Coat: S-W Woodscapes Exterior Acrylic Solid Color Stain (200-400 sq ft/gal) @ 4-8 mils wet; 1.3-2.6 mils dry.
 - iii. 2nd Coat: S-W Woodscapes Exterior Acrylic Solid Color Stain (200-400 sq ft/gal) @ 4-8 mils wet; 1.3-2.6 mils dry.

D. EXTERIOR CMU

- 1. Masonry Materials
 - a. Elastomeric Paint Finish.
 - i. Prepare surface
 - ii. Apply masonry bonding and primer.
 - iii. Complete and apply painting coat
 - a. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils
 - i. 1st Coat: Exterior Elastomeric Masonry & Brick SikaWall-4090 Acrylic (9.0-9.5 mils wet, 16 mils dry per coat).
 - ii. 2nd Coat: Exterior Elastomeric Masonry & Brick SikaWall-4090 Acrylic
 - iii. 3rd Coat: Exterior Elastomeric Masonry & Brick SikaWall-4090 Acrylic

3.9 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. Concrete Masonry Units (CMU).
 - a. Latex Semi-Gloss Enamel Finish
 - i. 2 Finish coats over filled surface with total dry film thickness of not less than 11.4 mils.
 - ii. 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W00150 (16.0 – 21.0 mils wet, 8.0 - 10.5 mils dry per coat).
 - iii. 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31W12651 Series.

- iv. 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31W12651 Series (4 mils wet, 1.5 mils dry per coat).
- v. Locations: Typical at all CMU unless otherwise indicated in the schedule.
- b. Epoxy - Pre-Catalyzed Waterbased Semi-Gloss Finish.
 - i. 2 Finish coats over filled surface with total dry film thickness of not less than 11.4 mils.
 - ii. 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W00150 (16.0 – 21.0 mils wet, 8.0 - 10.5 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial® Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46-01151 Series (4 mils wet, 1.4 mils dry per coat).
 - iv. 3rd Coat: S-W Pro Industrial® Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46-01151 Series (4 mils wet, 1.4 mils dry per coat).
 - v. Locations: All Wet Areas in Athletic Facilities.
- c. Epoxy – Catalyzed Waterbased EggShel Finish.
 - i. 2 Finish coats over filled surface with total dry film thickness not less than 14.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Heavy Duty Block Filler, B42W00150 (16.0 – 21.0 mils wet, 8.0 - 10.5 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Catalyzed Waterbased Epoxy EgShel Finish, B73-360 Series.
 - iv. 3rd Coat: S-W Pro Industrial Catalyzed Waterbased Epoxy EgShel Finish, B73-360 Series (5.0 – 12.0 mils wet, 2.0 – 5.0 mils dry per coat).
 - v. Locations:
 - 1. All Showers Areas.
 - 2. Kitchens / Cafeterias / Servicing / Dining / Kitchen Storage / Dishwashing / Freezer-Coolers.
 - 3. FACS.
- 2. 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).
- 2. Stained Woodwork
 - a. Stained Varnish Rubbed Finish: 3 Finish Coats over stain plus filler on open grain wood.
 - i. 1st Coat: S-W MinWax Performance Series Tintable Interior Stain 550 VOC, (450-550 sq ft/gal) Available in 250 VOC Version.
 - ii. 2nd Coat: S-W MinWax Performance Series Fast-Dry Varnish.
 - iii. 3rd Coat: S-W MinWax Performance Series Fast-Dry Varnish (600-700 sq ft/gal) (available in Gloss, Semi-Gloss, Satin)
- 3. Wall Panels (Wood and Acoustical).
 - a. Interior Semi-Gloss Finish 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, B31W02651 Series
 - iii. 3rd Coat: S-W ProMar 200 Zero VOC Interior Latex Semi-Gloss, B31W02651 Series (4 mils wet, 1.5 mils dry per coat)

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SECTION 09965 - ELASTOMERIC COATING

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

- A. Fluid applied flexible acrylic waterproofing system over existing vertical substrates as noted on drawings. This work shall include the preparation of the existing substrates for the application of the new coating system, flashing system, and clean up.
- B. Contractor should consult with the coating manufacturer regarding the application of the elastomeric coating over existing substrates to ensure all warranty requirements are accomplished during the work.

1.3 DESCRIPTION OF COATING OVER EXISTING SUBSTRATES

- A. This specification is a guide for coating and restoration of vertical substrates with Elastomeric Acrylic Coating. The system described in this specification is designed as a 10-year sustainable system that is warranted for manufacturer material defects.

1.4 DESCRIPTION OF FLUID APPLIED SYSTEM

- A. The fluid applied system must consist of an elastomeric acrylic coating approved for use on vertical substrates. The system must have been approved by FMRC (Factory Mutual Research Corporation) according to Standard 4470 for Class 1 Constructions which includes- Spread of Flame Fire, Windstorm Pressure, Windstorm Pull, Hail Damage, Resistance to Foot Traffic, and Susceptibility to Leakage Classifications.

1.5 RELATED WORK:

- A. The contractor shall review all sections of these specifications to determine items of work that will interface with the application of this coating system. Coordination and execution of related sections shall be the responsibility of the contractor.

1.6 REFERENCES

- A. ASTM B117 - Test Method of Salt Spray (Fog) Testing.
- B. ASTM G-29 - Test Methods for Algae Resistance.
- C. ASTM E-108 - Test Method for Fire Test of Roof Coverings.
- D. ASTM D-1653 - Water Vapor Transmission of Materials.
- E. ASTM D-412- Ultimate Tensile Strength at Break.
- F. ASTM D-6083- Standard Specification for Liquid Applied Acrylic Coatings.
- G. ASTM C1549- Standard test method for determination of solar reflectance near ambient temperature using a portable solar reflectometer.
- H. ASTM C1371- Standard test method for determination of emittance of materials near room temperature using portable emissometers.
- I. FM 4470- Standard for Class 1 Spread of Flame Fire, Windstorm Pressure, Windstorm Pull, Hail Damage, Resistance to Foot Traffic, and Susceptibility to Leakage Classifications.

1.7 SUBMITTALS

- A. Shop Drawings: Submit a scaled drawing showing the layout of joint reinforcing and all flashing details.
- B. Product Data: Provide manufacturer's technical literature on products that make up the coating system. This shall include, but is not limited to, coatings, reinforcing fabrics, flashing materials, drains, fasteners, etc.
- C. Manufacturer's Installation Instructions: Submit all data sheets available from the manufacturer on the installation of the coating system applicable to the work.
- D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.
- E. Submit Safety Data Sheets for all products to be used in the assembly.
- F. Submit approved warranty terms and conditions. All items needed are in the Warranty Procedures & Application Bundle.
- G. Applicator must submit an adhesion test that has cohesive failure to the manufacturer for approval prior to the beginning of any work.

1.8 QUALIFICATIONS

- A. Applicator Qualifications: The applicator of the coating material specified herein shall be an approved applicator (designated by the manufacturer). Proof of this qualification shall be provided in written form from the manufacturer of the coating system.

1.9 QUALITY CONTROL

- A. Codes and Standards: The contractor shall make him/herself thoroughly familiar with all codes, regulations, and standards governing the specified work. Any contradiction between the manufacturer's requirements and these specifications shall be brought to the attention of the Architect.
- B. Deviations: There shall not be any deviations from these specifications unless the deviation is submitted in writing to the Architect. The request for deviation must have a letter from the coating manufacturer's technical department approving the details of the deviation.
- C. An Approved Applicator (as designated by the manufacturer) shall be on site during all applications of any coating products.
- D. Manufacturer's Technical Representative: An employee of the coating material manufacturer shall be on site upon the completion of work. Upon request the representative shall provide a written inspection report and submit the report to the architect.
- E. The Contractor shall engage the services of a Professional Roof Consultant. The Consultant must hold a minimum title of Registered Roof Observer (RRO) through the International Institute of Building Enclosure Consultants (IIBEC) and provide evidence of adequate insurance (see below). The Consultant should perform two (2) inspections during the installation of the vertical coating system (Startup inspection & Final inspection). The Consultant must document all site visits with photographs and written reports. All reports shall be forwarded to the Architect with documentation of the coating progress and any deficiencies noted during the inspections. Upon completion of all punch list items, the Consultant should provide a letter of completion advising the new coating systems meet and/or exceed the project requirements. ***(Note: Although the contractor will be paying the roof consultant from their proceeds, the roof consultant will be considered an agent of the owner and architect throughout the project and will perform the required inspections on behalf of the owner and architect. The above specification shall be applied to individual facilities when multiple site locations are included in the project.)***

- 1. Roof Consultant Insurance Requirements:

- a. Gen. Liab. - \$1,000,000 each occurrence - \$2,000,000 gen. agg. / Auto. Liab. - \$1,000,000 / Umbrella Liab. - \$1,000,000 / Workers Comp. - \$1,000,000 per statute / Prof. Liab. - \$1,000,000
2. Pre-approved Roof Consulting Firm:
 - a. Roof Asset Management, Inc. / David Lee, RRO, CIT, FAA-107 / Millbrook, Alabama / 334-590-7999
 - b. Alternate roof consulting firms must be pre-approved by the Architect. Requests for a substituting firm must be submitted "In writing" 5 (five) days prior to the bid opening.

1.10 PRE-WORK MEETING:

- A. Organize and conduct a meeting at the construction site 2 weeks before scheduled start of coating system installation with coating installer; installer of each component of related work, including deck or substrate construction, equipment, and other work integral with or adjacent to coating substrates; the architect; the Owner; the Alabama Building Commission Inspector; coating manufacturer's representative; approved roofing consultant; owner's construction manager; and other parties involved with coating system performance, including owner's insurance representative, independent testing agencies, and governing authorities.
 1. Walk areas to review and discuss substrate preparation including repair of unacceptable surfaces, drainage, penetrations, equipment curbs, and work performed by other trades which requires coordination with coating system.
 2. Examine substrates for proper flatness and slope, review structural capability for supporting coating system and methods of fastening.
 3. Review contract document requirements and submittals for coating system, including coating schedule, inspection and testing, and environmental conditions. Identify what are considered unacceptable weather conditions for coating, and which governing regulations or insurance requirements will affect coating system installation.
 4. Document discussions in writing, including actions required, and distribute copy of reports to each meeting participant.

1.11 DELIVERY STORAGE & HANDLING

- A. Deliver materials to site in manufacturer's unopened and undamaged containers bearing the following information:
 1. Name of manufacturer.
 2. Name of contents and products code.
 3. Net volume of contents.
 4. Lot or batch number.
 5. VOC content
 6. Storage temperature limits.
 7. Shelf-life expiration date.
 8. Mixing instructions and proportions of contents.
 9. Safety information and instructions.
 10. Store and protect materials from damage and weather in accordance with manufacturer's instructions.
 11. Store materials at temperatures between 50°F and 90°F (10 and 32 degrees C). Keep out of direct sunlight.

1.12 ENVIRONMENTAL REQUIREMENTS

- A. The substrate surface must be a minimum of 50°F to ensure condensation is not present on the surface when using acrylic products. The ambient temperature must be a minimum of 40°F when using water-based products. The substrate surface should not exceed 120°F during application to avoid blisters and pinholes. Do not apply coating when the ambient temperature is within 5° F of the Dew Point.

1.13 WARRANTY

- A. Provide manufacturer's material warranty where the manufacturer agrees to provide required products due to a failure in materials. This warranty does not cover labor costs or defects resulting from workmanship issues.
 - 1. Duration: Ten (10) years from the date of completion.
- B. When conflicts occur between these specifications and the manufacturer's warranty requirements, the Contracting Officer shall be notified immediately in writing prior to bid explaining the difference and requesting approval for change from the specifications in order to comply with manufacturer's warranty requirements.
- C. Provide the Alabama Building Commission's Workmanship Warranty (at the substantial completion inspection by the Alabama Building Commission and Architect. with no monetary limitation where the contractor agrees to repair or replace components in the coating system, which cause a leak due to a failure in workmanship.
 - 1. Duration: Five (5) years from the date of completion.
- D. Applicable warranty forms must be completed and submitted to the coating manufacturer prior to beginning the project. Issuance of warranty will be dependent upon completion of the project to the satisfaction of the manufacturer and payment of any required warranty fees.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Lucas Professional Coatings (Basis of design)
- B. GAF / Hydrostop Coatings
- C. ER Systems
- D. Equal products should be submitted for approval at least 3 days prior to bid.

2.2 MATERIALS

- A. Lucas #115 Universal Wash - a biodegradable detergent wash suitable for cleaning and preparing all types of substrate systems.
- B. Lucas #1500 Acrylic Mastic – a water-based sealant.
- C. Lucas #1025 Alkyd Metal Primer – an oil-based zinc rust inhibiting primer.
- D. Tietex® T-325 – Polyester Reinforcing Fabric.
- E. Lucas #1000M Elastomeric Base Coating – a water-borne acrylic coating exhibiting a high degree of weather resistance and corrosion protection.
- F. Lucas #1000TC Elastomeric Coating, a water-borne acrylic coating exhibiting a high degree of weather resistance and high solar reflectivity.
- G. Miscellaneous tools and equipment including 3/4" to 1" nap rollers with 6' handles, 4" double-wide chip brushes, roofer's trowels, scissors for cutting fabric, and a 1/2" power drill with mixing attachment.
- H. Spray equipment (optional) Graco 7900, Graco 733 or Graco 833 with 3/4 inch hose to 5/8 inch 25' whip with mastic gun and 635 tip.
- I. **Elastomeric Coating Color: Coloration of the exterior veneer (color tinting) will be chosen by the Owner prior to installation. NOTICE: There may be more than one color chosen dependent upon the existing veneer configuration.**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The substrate assembly must be structurally sound and free of blisters, shrinkage, buckling, encapsulated moisture, delaminating of plies or other serious defects. Any serious defects shall be remedied prior to the installation of the coating system.
- B. Fasteners shall be inspected for tenting or membrane damage. Replace as necessary according to original manufacturer or NRCA guidelines.
- C. Penetrations must not interrupt the flow of water off the substrate.
- D. Flashings shall be properly terminated according to NRCA guidelines. Defective terminations shall be remedied. Flashings that are shrunk, taught, or tented shall be replaced prior to installation of the coating system.

3.2 PREPARATION

- A. Protect adjacent surfaces not designated to receive waterproofing.
- B. Adhesion tests are required for unknown substrate types, substrates with existing coatings and for systems that require primer but a primer less system is requested. Primeless systems will not prevent asphalt bleed through. Full documentation of the cohesive failure is required. Submit pictures of before, during & after and a video of the pull test. Documentation of the adhesion test must be included with the Warranty Procedures & Application Bundle.
- C. Mechanically remove all loose coatings and/or patching material as is possible. On metal surfaces, wire brush to remove any areas of scaly rust.
- D. The substrate surface shall be cleaned with Lucas #115 Universal Wash according to manufacturer's most current Product Data Bulletin. Dilute the material with water at the rate of four parts water to one part #115. Apply #115 to a wet surface with a mop, pump sprayer or other suitable low-pressure sprayer at the rate of one gallon per 100 square feet. Do not let cleaner dry on the substrate, keep wet at all times. Avoid contact with painted surfaces or vinyl siding. Allow wet contact with the substrate surface for a minimum of 15 minutes. Agitate surface with stiff bristle broom or orbital scrubber.
- E. Rinse the surface thoroughly with clean water and a minimum 2000 psi power washer until no #115 residue remains. Use caution to avoid saturating substrate. Allow substrate to dry completely prior to system installation.
- F. All rust must be primed with Lucas #1025 Alkyd Metal Primer applied at the rate of .75 to 1 gallon per 100 sq. ft.
- G. Existing acrylic coating must be primed with Lucas #1015 Resin Base & Primer. Applied 1 coat at a rate of 1 gallon per 100 square feet. Refer to 3.2A for primer requirements.
- H. Allow 24 hours before top coating.
- I. Notify Architect if any portions of existing substrates appear to be damaged or deteriorating. Remedy all damaged or deteriorated substrates to the satisfaction of the coating manufacturer, Architect, and roofing consultant prior to proceeding.

3.3 WATERWAY, PENETRATION, FLASHING, AND FIELD REINFORCEMENT

- A. Remove any contamination or debris that has accumulated.
- B. Seams shall be sealed with Lucas #1500 Acrylic Mastic applied at 1/8-inch thickness and extending a minimum of one inch to either side of the seam. Seams with cover tape, asphalt mastic, etc. must be sealed with Tietex T325 fabric. The overlap on both sides of the seam must be a minimum of three inches +/- 1/2 inch. All rolls are 324 feet long. Apply Lucas #1500 at 1.5 gallons per 100 square feet and immediately embed fabric. Dry brush the fabric smooth. Allow a minimum of one-hour dry time. Apply an additional 1.5 gallons of #1071 on top of the fabric to fully encapsulate it. Allow 24 hours before top coating.

- C. Fasteners shall be sealed with Lucas #1500 Acrylic Mastic. Fastener shall be completely covered by the sealant. One gallon will seal approximately 400 fasteners.
- D. All field defects, flashing defects or previous repairs must be reinforced with Tietex® T-325 reinforcing fabric. Available widths for field reinforcement include 6-inch, 12-inch, 20-inches, and 40-inches. All rolls are 324 feet long. Apply Lucas #1000M at 1.5 gallons per 100 square feet and immediately embed fabric. Dry brush the fabric smooth. Allow a minimum of one-hour dry time. Apply an additional 1.5 gallons of #1000M on top of the fabric to fully encapsulate it. Allow 24 hours before top coating.
- E. Penetrations that cannot be sealed with reinforcing fabric due to their shape or location shall be reinforced with Lucas #1500 Acrylic Mastic. Apply with a brush or trowel 1/8 inch thick to 1/4 inch thick and taper all edges. Allow 24 hours before top coating.

3.4 COATING INSTALLATION

- A. Remove any contamination or debris that has accumulated on the substrate after cleaning.
- B. Apply a base coat of Lucas #1000M Elastomeric Base Coating at the rate of 1.5 gallons per 100 square feet (24 wet mils). Extra material required for height of the ribs, verify with field measurement (e.g., a standard low profile R panel requires approximately 15% extra coating material per 100 square feet). Material is extremely fast drying. Do not distribute excessive amounts onto the substrate prior to rolling. Do not over roll while drying or a textured finish will result. When spraying, use a multi-pass technique for even coverage. Protect unintended surfaces from overspray.
- C. Apply a first coat of Lucas #1000TC Elastomeric Coating at the rate of 1.5 gallons per 100 square feet (24 wet mils). Extra material required for height of the ribs, verify with field measurement (e.g., a standard low profile R panel requires approximately 15% extra coating material per 100 square feet). Material is extremely fast drying. Do not distribute excessive amounts onto the substrate prior to rolling. Do not over roll while drying or a textured finish will result. When spraying, use a multi-pass technique for even coverage. Protect surfaces from overspray.
- D. Apply a second coat of Lucas #1000TC Elastomeric Coating at the rate of 1.5 gallons per 100 square feet (24 wet mils). Extra material required for height of the ribs, verify with field measurement (e.g., a standard low profile R panel requires approximately 15% extra coating material per 100 square feet). Material is extremely fast drying. Do not distribute excessive amounts onto the substrate prior to rolling. Do not over roll while drying or a textured finish will result. When spraying, use a multi-pass technique for even coverage. Protect unintended surfaces from overspray.

3.5 INSPECTION

- A. Inspect the substrate for even and adequate coverage. Dry film thickness of the coating should be a minimum 36 mils. Dry film thickness of reinforced areas shall be a minimum of 52 mils. Areas of under-application shall receive an additional coat in order to meet the minimum film thickness requirements. Any fish mouths in reinforced areas shall be split, flattened and reinforced a second time.

3.6 PROTECTION OF FINISHED WORK

- A. Monitor finished system for 7 days, sweeping off birdbaths to allow for full cure.
- B. Limit access to substrate areas after installation of coating system.
- C. Coordinate with manufacturer for precautionary measures to be taken if subsequent construction activities must occur near the substrates.

3.7 CLEANING

- A. Clean unscheduled surfaces receiving waterproofing in accordance with manufacturer's instructions.
- B. Clean all debris from nearby substrates upon completion of coating installation.

- C. Continually review substrates to ensure no debris is present that may cause puncture or deterioration of the surface.

END OF SECTION

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SECTION 13010 - ASBESTOS REMOVAL

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 SECTION INCLUDES

- A. **Removal of Asbestos Flooring where indicated on drawings.**

1.3 DESCRIPTION OF WORK

- A. The Contractor shall remove all asbestos flooring as indicated in the drawings.
- B. It shall be the Contractor's responsibility to remove all materials in accordance with all state, federal and local regulations and guidelines. If services of a qualified consultant and qualified asbestos removal Contractor are required, Contractor shall include the cost of these Contractors in his Base Bid. Contractor shall be responsible for proper disposal of material after removal.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 EXECUTION

- A. All work shall be done in compliance with the Guideline of the following agencies and any other having jurisdiction.
 - 1. State of Alabama Asbestos Management Program of Alabama
 - 2. Alabama Department of Environmental Management
 - 3. Environmental Protection Agency
- B. Work includes all of the designated locations of the asbestos material, which includes demolition, removal, and required testing for all clearances, as required, for each identified building being renovated. Verify all pre-renovation testing of units and findings as it relates to the asbestos to be abated.
- C. The name of certified asbestos abatement contractor shall be submitted to the Owner, along with all appropriate registration dates and numbers.
- D. Disposal of these materials shall be in a landfill certified to accept asbestos based materials.
- E. Upon completion of this work, a certificate shall be provided to the Architect, Owner and all required federal and/or state agencies, by the Contractor certifying that all of the asbestos materials and all related items have been properly removed, handled, transported, and disposed of as required by federal and state regulations, including but not limited to: dust, air borne particles, and soil. All certifications shall be received and turned over to the Architect and Owner before anyone begins any work at any building, except for any required work to be accomplished by the General Contractor and/or Subcontractor(s) necessary for Abatement Contractor to begin their work.

3.2 ASBESTOS ABATEMENT PLAN SUBMITTAL

- A. The Abatement Contractor shall furnish and submit to the Architect and Owner:
 - 1. A detailed asbestos PRE-JOB SUBMITTAL PLAN FOR ASBESTOS ABATEMENT and
 - 2. A POSTJOB SUBMITTAL FOR ASBESTOS ABATEMENT.
- B. The Abatement Contractor's plan shall include all procedures required for removal, but not be limited to the following:

1. License/notification, asbestos plan, hazardous communication Plan/MSDS, emergency procedures, product data, insurance, waste shipment record, respiratory protection plan, medical surveillance/safety plan and each employee's certification(s).
- C. The Post-job Submittals shall include, but not be limited to the following: license, insurance, training and worker acknowledgement, daily sign-in sheets, daily logs, disposal manifest, air monitoring and notifications of all removal, testing of units, laboratory approvals indicating that units are clean and free, inside and outside, of all asbestos/lead-based paint materials and all surfaces, air and soil quality is acceptable, and notification that all materials have been removed in an acceptable manner and all wastes disposed of in an approved waste disposal site before any work was allowed to commence on any unit being renovated.
- D. All required forms shall be filed and reports made to all federal and state agencies, including the State of Alabama Department of Public Health, and shall be supplied to the Contractor, the Architect and the Owner.

END OF SECTION

MECHANICAL SPECIFICATIONS 15000



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SECTION 15100 - MECHANICAL GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 CONDITIONS AND REQUIREMENTS

- A. The General Conditions, Supplementary Conditions, and Division-1, General Requirements apply to this section.

1.2 GENERAL PROVISIONS

- A. The contract drawings indicate the extent and general arrangement of the work. The Contractor shall be responsible for installing the proposed systems as indicated, without violation of applicable codes, standards, or specification requirements. The Contractor is also responsible for coordinating the installation and operation of these systems with the other sections of this specification to provide a complete and operable system. Equipment, piping, and ductwork arrangements shall fit the space as indicated and shall allow adequate and approved clearance for entry, servicing, and maintenance. Detailed drawings of any proposed departures due to actual field conditions shall be submitted to the Architect for approval. All work shall conform to the requirements of the referenced publications and as specified herein.

1.3 CONFORMANCE WITH AGENCY REQUIREMENTS

- A. Where materials or equipment are specified to conform to requirements of the Underwriters' Laboratories, Inc., Factory Mutual Systems, Air Conditioning and Refrigeration Institute, Air Diffusion Council, American Society of Heating, Refrigerating and Air Conditioning Engineers, or the Air Moving and Conditioning Association, Inc., the Contractor shall submit proof of such conformance. The label or listing of the specified agency will be acceptable evidence. In lieu of the label or listing, the Contractor may submit a written certificate from any approved, nationally recognized testing organization adequately equipped and competent to perform such services, stating that the items have been tested and that the units conform to the requirements, including methods of testing, of the specified agency. Where equipment is specified to conform to requirements of the ASME Boiler and Pressure Vessel Code, the design, fabrication, and installation shall conform to the code in every respect.

1.4 CAPACITIES

- A. Capacities of all equipment and material shall be not less than those indicated, nor exceed maximum values shown on the drawings. Physical dimensions of equipment shall be verified against contract documents to ensure manufacturers maintenance space is available.

1.5 EQUIPMENT INSTALLATION

- A. Necessary supports shall be provided for equipment, appurtenances, pipe, and ductwork as required. Isolation vibration units shall be provided to minimize the intensity of vibration transmission to the building structure where required.

1.6 ELECTRICAL WORK

- A. Electric-motor-driven equipment specified herein shall be provided complete with motors and controls. Electric equipment and wiring shall be in accordance with Division 16000, "Electrical Work". Electrical characteristics shall be as indicated. Each motor shall be of sufficient capacity to drive the equipment at the specified capacity without exceeding the nameplate rating of motor when operating at proper electrical system voltage. Manual or automatic control and protective or signal devices required for the operation herein specified and any control wiring required for controls and devices, but not shown on the electrical plans, shall be provided under this section.

1.7 APPROVAL OF MATERIALS AND EQUIPMENT

- A. After notice to proceed and before purchasing, the Contractor shall submit to the Architect for approval, a list of materials he proposes for the work. Items to be submitted include, but are not limited to, the items listed in each individual section. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the manufacturer's names, trade name, catalog

model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference, applicable Federal, industry, and technical society publication references, and other information necessary to establish contract compliance of each item the Contractor proposes to furnish.

1. Shop Drawings: Drawings shall be a minimum of 8 1/2" x 11" in size, except as specified otherwise.
2. Manufacturer's Data: Submittals for each manufactured item shall be manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts. All equipment selections shall be clearly marked with name designations shown on drawings (i.e., AHU-1, HPU-2, etc.). Where manufacturer's data includes equipment of differing sizes and/or capacities, the Contractor shall clearly indicate what specific model and/or size is to be used.
3. Delivery and Storage: Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the Architect. Damaged or defective items, in the opinion of the Architect, shall be replaced.
4. Cataloged Products: Materials and equipment shall be cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be manufacturer's latest design that complies with the specification requirements. Materials and equipment shall duplicate items that have been in satisfactory commercial or industrial use at least 2 years prior to bid opening. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the items need not be the products of the same manufacturer.

1.8 NAMEPLATES

- A. Each major item of equipment shall have the manufacturer's name, address, serial, and model numbers on a plate securely attached to the item.

1.9 VERIFICATION OF DIMENSIONS

- A. The Contractor shall visit the premises to thoroughly familiarize himself with all details of the work and working conditions and verify all dimensions in the field and shall advise the Architect of any discrepancy before performing any work. The Contractor shall be specifically responsible for the coordination and proper relation of his work to the building structure and to the work of all trades.

1.10 DRAWINGS

- A. Because of the scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories that are required. The Contractor shall carefully investigate the structural and finish conditions affecting his work and he shall furnish fittings, offsets, transitions, unions, etc., as may be required to meet such conditions at no additional cost to the Owner.

1.11 CUTTING AND REPAIRING

- A. The work shall be carefully laid out in advance and no excessive cutting of construction will be permitted. Damage to building, piping, wiring, or equipment as a result of cutting for installation shall be repaired by mechanics skilled in the trade involved at no additional expense to the Owner.

1.12 SAFETY REQUIREMENTS

- A. Belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts located so that any person can come in close proximity thereto shall be fully enclosed or properly guarded. High-temperature equipment and piping so located as to endanger personnel or create a fire hazard shall be properly guarded or covered with insulation of a type as specified herein. Items such as catwalks, ladders, and guard rails shall be provided where required for safe operation and maintenance of equipment.

1.13 MANUFACTURER'S RECOMMENDATIONS

- A. Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the Architect prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.14 PAINTING

- A. At the completion of all work, all equipment on this project shall be checked for damage, and any factory finished paint that has been damaged shall be repaired to match the adjacent areas. Any metal or especially covered areas that have been deformed shall be replaced with new material and repainted to match adjacent areas. Painting of new work shall be as specified herein.

1.15 FINAL CLEAN UP

- A. At the completion of all work, all equipment on the project shall be checked and thoroughly cleaned, including coils, plenums, under equipment, and any and all other areas around or in equipment. Any filters used during construction shall be replaced with new filters during final cleanup.

1.16 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Bound Instructions: Three (3) complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the Architect before the contract is completed. Each set shall be permanently bound and shall have a hard cover. The following identification shall be inscribed on the covers: The words "Operating and Maintenance Instructions", the name and location of the building, the name of the Contractor and the contract number. Flysheet shall be placed before instructions covering each subject. The instruction sheet shall be approximately 8 1/2" x 11", with large sheets of drawings folded in. The instructions shall include, but shall not be limited to, the following:
 - 1. Approved wiring and control diagrams, with data to explain the detailed operation and control of each component.
 - 2. A control sequence describing start-up, operation and shutdown.
 - 3. Operating and maintenance instructions for each piece of equipment, including lubrication instructions.
 - 4. Manufacturer's bulletins, cuts and descriptive data.
 - 5. Parts lists and recommended spare parts.

END OF SECTION

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SECTION 15200 - TESTING AND BALANCING AIR DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. The General Conditions, Supplementary Conditions and Division 1, General Requirements, apply.

1.2 QUALITY ASSURANCE

- A. Testing Agency:
 - 1. Submit name, address, and qualifications of testing agency to Architect for approval prior to start of testing.
 - 2. All system adjustments, test and balances are to be performed by a company regularly and exclusively engaged in this work. Agency shall be a member in good standing of the Associates Air Balance Council (AABC).
 - 3. Procedures shall be as outlined in the AABC Publication "National Standards for Total System Balance," 6th edition (2002).

1.3 SUBMITTALS

- A. Test Reports: After completion, submit three (3) certified copies of test and balance report to the Architect for review and as a project record document.

1.4 JOB CONDITIONS

- A. Commencement of Test: Do not begin balancing until the systems have been completed and are in full working order, or at the direction of the Architect, place any part thereof in operation for the purpose of balancing.
- B. Plans and Data: Furnish the balance agency one (1) complete set of all approved up-to-date mechanical plans and shop drawings of all cooling, heating and air distribution equipment.

1.5 FIELD QUALITY CONTROL

- A. Performance Data: Record the following data and submit to the Architect.
 - 1. Air Volumes and Velocities: Determine and tabulate at each grille, diffuser, louver, outside air intake, etc., and adjust dampers, control devices and fan drives to obtain the indicated air quantities. Adjust or modify each supply grille and diffuser distribution pattern as required to maintain air motion, noise level and temperature variations within acceptable limits throughout each space. Clearly and permanently mark all dampers at final setting for reported air balance.
 - 2. System Component Capacity: Record and calculate all data necessary to demonstrate capacity under actual operating conditions, and adjust dampers, valves, control valves and machine drives to obtain a suitable operating balance for each system. Record data for each item of equipment simultaneously with data from all associated equipment together with coincident outside air dry bulb temperatures to permit evaluation of total system performance. Data to include the following:
 - a. Supply, return and outside air quantities for each air conditioning and ventilation system.
 - b. Air volumes and velocities for each fan, cooling coil and air cleaning assembly.
 - c. Entering and leaving air dry bulb and wet bulb temperature for each cooling and heating coil. Leaving dew point for each cooling coil.
 - d. Static pressures for all air handling units and major fans.
 - e. Actual voltage and current input for each motor.
 - f. Test and adjust each diffuser grille, and register within 10 percent of design requirements.

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Test and record temperature rise, voltage, and current across duct heaters.

3. In readings and test diffusers, grilles and registers include required fpm velocity and test fpm velocity, and required cfm and test cfm after adjustments.

1.6 TEMPERATURE CONTROLS

- A. Set adjustments of all controllers to operate as indicated. Make four hour temperature traverse of each area or zone. Provide testing agency personnel with instruments to verify reports to Architect.

1.7 FINAL TEST

- A. At conclusion of testing agency's work, demonstrate to the Architect that the equipment is mechanically sound, that the systems deliver the rated output without objectionable noise, distress or vibration, and that the temperature controls are functioning properly.

END OF SECTION

SECTION 15800 - HEATING, VENTILATION AND AIR CONDITIONING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. The General Conditions, Supplementary Conditions and Division 1, General Requirements, apply.

1.2 CODES, FEES, PERMITS

- A. The Contractor shall comply with all county, district, municipal, or local building code, interpretations, building permits and assessments of fees for building permits, and ordinances.
- B. The Contractor shall obtain and pay for all required permits, inspections, and certificates of inspection. Certificates of inspection shall be delivered to the Architect upon completion of the job.
- C. The Contractor shall comply with the latest revisions of all county, district, municipal, or local building codes, interpretations, buildings permits to include but not be limited to:
 - 1. ASHRAE, 2012 "HVAC Systems and Equipment" - Chapter 19, Duct Construction SMACNA Standards for Duct Construction
 - 2. International Building Code – 2021
 - 3. International Mechanical Code – 2021
 - 4. International Plumbing Code – 2021
 - 5. International Fuel Gas Code – 2021
 - 6. ASHRAE 90.1
 - 7. ASHRAE 62.1
 - 8. NFPA-90A - Installation of Air Conditioning and Ventilation Systems
 - 9. NFPA-101 Life Safety Code
 - 10. Local Municipal Codes

1.3 RELATED WORK SPECIFIED ELSEWHERE IN THE SPECIFICATIONS

- A. General Requirements for Mechanical Work - Section 15100.
- B. Test and Balance - Section 15200.
- C. Plumbing - Section 15400.
- D. Automatic Temperature Controls System (ATCS) – Section 15900.
- E. Electrical - Division 16000.

1.4 RESPONSIBILITY OF BIDDER

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to the construction requirements so that he may fully understand the facilities, difficulties and restrictions contingent upon the execution of the work under this contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from his obligations with respect to his bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph and that he has included in his proposal every item of cost necessary for a complete installation of air conditioning, heating and ventilation operations strictly as planned, specified, and intended.

1.5 SUB-DIVISIONS OF WORK

- A. Each sub-division of work includes furnishing and installing all materials to make that part of work complete, and shall comprise all auxiliaries, setting of equipment, sleeves through building

construction where required and etc., all in complete coordination with General Contractor and in cooperation with other trades. It is contemplated that all sub-divisions of work when completed will form heating, air conditioning, and ventilation system for this project.

1.6 DRAWINGS

- A. The drawings for the Heating, Ventilating and Air Conditioning for this job are diagrammatic. The Contractor shall make his own measurements at the site and in the buildings during construction and install the systems as the work progresses in such a manner that the equipment, piping, conduit, panels, and ductwork will fit into the finished space provided maintaining headroom and maintenance accessibility; and be neatly installed.
- B. Contractor shall provide all fittings and accessories as necessary for a complete installation, whether or not specifically mentioned or shown.

1.7 FOUNDATIONS

- A. The Contractor shall furnish all special foundations and supports for air devices and ductwork which he installs.

1.8 SAFETY PROVISIONS

- A. Contractor shall be required at all times to perform his work in strict accordance with the Williams-Steiger Occupational Health and Safety Act of 1970.

1.9 NOISE AND VIBRATION

- A. This Contractor shall be held responsible for elimination of all noises or vibrations transmitted to occupied areas from air devices and ductwork which he may install. This applies particularly to airborne noises in ductwork.

1.10 PAINTING

- A. Any air device finish that is damaged or chipped, shall be spot painted to match existing surface. Any rusty or corroded finishes shall be thoroughly cleaned and painted two coats of paint - one prime and one finish coat.

1.11 TESTS AND GUARANTEES

- A. After completion of his work, and when the building is ready for occupancy, this Contractor shall operate the air conditioning or heating system for a period of two days. During the tests, the Contractor shall adjust outlets, etc.
- B. The Contractor shall repeat operational sequence during heating and/or cooling season, whichever had not been subject to prior test period.

1.12 SHOP DRAWINGS

- A. Materials and equipment schedules shall be submitted (at least one hard copy) as soon as practicable but not later than thirty (30) days after the date of award of contract, and before commencement of installation of any material or equipment. A complete schedule of the material and equipment proposed for installation shall be submitted for approval. The schedule shall include catalogs, cuts, diagrams, drawings, specifications and such other descriptive data as may be required by the Engineer. All materials required to be submitted for approval under this section shall be submitted at one time. Partial submittals will not be considered. They will be returned as "not approved".
- B. Shop drawings shall be submitted for approval on the following items of equipment. Subject drawings shall include all data pertinent to the performance and installation of all equipment.
 - 1. Air Distribution Devices - Grilles, Registers, Diffusers, Dampers
 - 2. Ductwork
 - 3. Insulation Materials
 - 4. Air Cooled Water Chillers

5. Pumps
6. Fans
7. Central Station Air Handling Units
8. Piping
9. Hydronic Piping Systems
10. Filters
11. Temperature Controls
12. Heat Tracing

1.13 QUALITY OF MATERIALS AND EQUIPMENT

- A. It is not the intent of these specifications to limit material and/or equipment selections to one manufacturer; however, the Engineer reserves the right to be the final and sole judge with regard to equals.
- B. Approvals of equipment are based on capacities, equality of workmanship and components, or general and special construction features. Approval of equipment does not relieve the Contractor of coordination responsibility with other trades.

1.14 SUBMITTALS

- A. Product Data: Submit manufacturer's latest published product data for all materials for approval. See Section 15100.

1.15 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver distribution devices in individual wrappings to prevent damage to finish surface of device. Store in a dry, protected area until installed. After installation of devices, clean soiled finishes.

PART 2 - PRODUCTS

2.1 AIR COOLED WATER CHILLER

- A. Furnish and install where shown on plans air cooled water chillers. The units shall have capacity as scheduled when operating in 95°F ambient air.
- B. The unit shall operate at the scheduled voltage and phase electrical service. Total unit power consumption shall not exceed that indicated on the plans. Total unit EER including compressors, fan motors, and controls shall be at least equal to that shown on the plans at the design operating conditions. The unit shall have dual independent refrigerant circuits complete with lead-lag switch for each compressor and be completely factory tested.
- C. The chiller shall be completely factory assembled on a rugged channel steel base and be individually performance tested at full and part load conditions. The unit shall be lead tested and shipped with a full operating charge of Refrigerant 134A. Construction and ratings shall be in accordance with latest ARI Standard 590 and shall comply with ANSI B9.1 Safety Code, National Electrical Code, and ASME Code.
- D. Cabinet: Unit casing and all structural members shall be fabricated of continuous galvanized steel and galvanized steel channel. Exterior casing shall be phosphatized and painted with a baked enamel finish. Chiller shall be provided with spring vibration isolators to reduce vibration transmission.
- E. Compressors: Compressors shall be hermetic screw type with a completely enclosed compression chamber. Compressor shall include centrifugal oil pump, oil level sight glass, and oil charging valve. The number of compressors shall be as scheduled. Note: any deviations from equipment schedules shall require a written request for prior approval fifteen (15) days prior to bid opening. Written requests shall specifically state deviations. (NOTE: 100 ton air cooled water chiller shall have scroll compressors accepted subject to screw compressors not being available. Submit for prior approval before bidding.)

- F. Compressor motors shall be refrigerant gas cooled, high torque, hermetic type, 3600 rpm with inherent overload protection. Provide with across the line motor starter with weather resistant enclosures. Compressors shall be mounted on rubber-in-sheer isolators to minimize noise and vibration transmission. Each compressor shall have heaters installed and properly sized to minimize the amount of liquid refrigerant present in the oil sump during off cycles.
- G. Evaporator: Evaporator shall be a shell and tube type evaporator made of steel with copper tubes. Evaporator shall withstand a refrigerant side working pressure of 430 psig and a water side working pressure of 150 psig. The evaporator shall be tested at 1.1 times the maximum allowable refrigerant side working pressure and 1.5 times the maximum allowable water side working pressure. The evaporator shall have one pass and be provided with immersion heaters to protect the evaporator down to an ambient temperature of -20 °F. The evaporator shall be covered with a factory installed 1-1/4" Armaflex II or equal (k=0.28) insulation. Foam insulation shall be used on the suction line. Water pipe extensions with insulation shall go from the evaporator to the edge of the unit.
- H. Air Cooled Condenser Coil: The condenser coil shall aluminum fins mechanically bonded to internally-finned copper tubing. The maximum allowable working pressure shall be 650 psig. The condensers shall be factory proof and leak tested at 715 psig. A subcooling coil shall be an integral part of the main condenser coil. Provide architectural louvered panels to cover the complete condensing coil and service area beneath the condenser to prevent unauthorized access to unit components. Micro-channel coils shall not be permitted.
- I. Condenser Fans and Motors: Condenser fans shall be direct drive type arranged for vertical discharge. The fans shall be statically and dynamically balanced. Each fan shall be protected by a heavy gauge fan guard. The fan motors shall have permanently lubricated ball bearings and inherent thermal overload protection.
- J. Controls: Field power connection, control interlock terminals and unit control system shall be centrally located in a weatherproof enclosure. Panel access doors shall key lock and include steel rod door retainers to prevent flapping while open. Dead front panels shall protect service personnel against contact with line voltage components.
- K. Power and starting components shall include individual factory fusing of each compressor and condenser fan motor, separate fusing for the control circuit, starting contactors including individual contactors for each fan motor, solid state compressor sequence start times, solid state compressor overload protection in all three phases, inherent condenser fan motor overload protection, and unit power terminal block for field connection to a single remote disconnect switch. Disconnect switch shall be provided by Electrical.
- L. Safety and operating controls shall be of the microprocessor type to include unit emergency stop switch, recycling pump down control, manual pump down switch, compressor lead-lag switches, leaving water temperature controller, freeze protection pressure stat, vapor-proof flow switch, fan cycling controls, and low voltage phase failure and phase reversal protection. Controls shall be of the automatic reset type and control chiller capacity in response to the leaving water temperature. Terminals shall be provided for field connection of 115 volt power supplies to the control circuit and cooler heater circuit. During part-load operation, the unit's refrigerant circuits shall be alternately unloaded in steps as scheduled. Unit controls shall provide recycling pump down protection at all times. Chiller capacity controller shall be in response to leaving water temperature.
- M. Low and High Ambient Operation: Units shall be provided with automatic head pressure control to permit satisfactory operation at ambient air temperatures down to 0° F by cycling condenser fans in response to refrigerant head pressure and ambient air temperature.
- N. Unit shall be rated for operation at ambient air temperatures up to 125°F.
- O. Refrigerant Piping: Dual refrigerant circuits shall be completely independent of each other and include a factory insulated suction line, manual liquid line shutoff valve with charging connection, refrigerant filter/drier with replaceable core, liquid sight glass/ moisture indicator, liquid line, solenoid valve, thermal expansion valve, purge valve, and 450 psi relief valve.
- P. Refrigerant and oil pressure connections shall be located within the control center with manual

shutoff valves and flare fittings suitable for service gauge hookup.

- Q. Factory start-up and instruction shall be furnished by a factory authorized technician to completely check-out and start-up the liquid chillers. (Minimum 8 hours per chiller). Start-up report shall be faxed to the Owner.
- R. Manufacturer shall provide a ten (10) year parts (including refrigerant), and a ten (10) year repair labor warranty for each chiller. Manufacturer's factory service agency shall execute parts and repair labor warranty. Also manufacturer shall provide an annual inspection with report to the Owner of each chiller. These inspections and reports are to prevent the chiller warranty from becoming void due to the lack of maintenance requirements. Submit a certified letter, signed by an officer of the manufacturer, stating that the start up service agency is approved to conduct check out and start up of the chiller. This certified letter is to be submitted with the chiller submittal data for approval. Start up log shall be completed on each chiller and submitted to the Owner/Architect and Engineer. The manufacturer's service technician shall provide one day of instruction to the Owner's operating personnel. The date of instruction shall not coincide with start up and shall be determined by the Architect. Manufacturer shall be given 15 days notice prior to the instruction date. The warranty period starts on the same date as the project is determined to be substantially complete.
- S. Annual inspections shall include, but not be limited to: tests and inspections, lubricating, tightening, adjusting, coil cleaning, coil sample analysis, refrigerant leak test, etc. of the chiller as required by the chiller manufacturer's annual inspection report.
- T. The manufacturer's representative shall provide a certified document from the manufacturer stating that the chiller satisfies the minimum energy efficiency ratio scheduled on the drawings. This certification shall be based on factory tests conducted at the manufacturer's plant prior to unit shipment. This document shall be included with the submittal data.
- U. Chiller installation shall include a sound attenuation package to minimize sound transmissions. Sound reduction shall include, but not limited to, compressor and evaporator fans.
- V. Acceptable manufacturers shall be Carrier, York or McQuay.

2.2 SPRING VIBRATION ISOLATORS

- A. Spring vibration isolators shall be provided for an elevated support of chillers. Isolators shall be placed beneath chiller per manufacturer's instruction. Mechanical contractor to coordinate weight distribution of chiller spring vibration isolator manufacturer.
- B. Spring isolators shall be free standing and laterally stable without any housing and complete with a molded neoprene cup of 1/4" neoprene acoustical friction pad between the baseplate and the support. All mountings shall have leveling bolts that must be rigidly bolted to the equipment. Installed and operating heights shall be equal. The ratio of the spring diameter divided by the compressed spring height shall be no less than 0.8. Springs shall have a minimum additional travel to solid equal to 50% of the rated deflection. Submittals shall include spring diameter, deflection, compressed spring height and solid spring height. Mountings shall allow for bolting chiller to concrete pad. Basis of design is Mason Industries, Inc. Type SLFH.

2.3 AIR HANDLING UNITS (Central Station – Single Zone Variable Air Volume)

- A. General: Furnish and install where shown on the plans, draw-thru central station air handlers. Size, type and performance shall be as indicated in the unit schedule. Each unit shall be complete with factory furnished components as shown on the plans with ARI Certification per Standard 430.
 - 1. Cabinets shall be of sectionalized double wall construction and all sheet metal parts, including accessories, shall be fabricated of continuous galvanized steel. Access shall be provided to the interior of the unit for all components requiring service or maintenance. Cabinet shall be double wall construction with 1" insulation sandwiched between the layers.
- B. Blower Section: Fans shall be airfoil or forward curved type as scheduled with galvanized steel scroll housing. The fan section shall be an independent section connected to coil section. Fans shall be capable of operating at static pressures as scheduled. Provide 1" thick, 3# density

neoprene coated glass fire insulation attached to the interior with mechanical stick-pin fasteners. Provide external lube lines for all units with internally mounted bearings.

1. All fans shall be dynamically balanced before and after being installed in the fan cabinet section. The units shall be provided with external or internal vibration isolators as shown on plans. Fan shaft shall be solid steel with all fan wheels over 12" in diameter keyed to the shaft. Maximum fan rpm shall be well below the first critical speed. Bearings shall be self-aligning, grease lubricated ball type. All bearings shall be equipped with lubrication fittings. Motors shall be located as shown on the plans with electrical characteristics and size as indicated.
 2. Coil section shall be fabricated of continuous galvanized steel. All cooling coil section panels shall be internally insulated with 1" thick, 3# density neoprene coated glass fiber insulation attached to the interior with mechanical stick-pin fasteners. Coil section shall include a condensate drain pan. All coils shall be arranged within the coil section for airflow as indicated. Coil headers shall be completely enclosed within the insulated casing with only connections extended through the cabinet.
- C. Drain Pan: The drain pan shall be internally insulated with 1/2" closed cell polyurethane, over coated with mastic. Provide drain connection as hereinbefore specified in paragraph, "Drain Connections". Drain pan shall be 304 stainless steel construction, 20ga minimum.
- D. Coils: All coils shall have capacity as indicated on the schedule. Coil performance data shall be certified in accordance with ARI Standard 410. Coil performance shall be substantiated by computer generated output data.
1. Coils shall be circuited in a drainable manner with a vent connection at the highest point and a hose bibb type drain connection at the lowest point. Coil headers shall be copper with steel male pipe connections. Coordinate which side of coil to use for piping connection pending access space and equipment installation.
 2. Filter section shall be as hereinafter specified.
 3. Acceptable manufacturers are Carrier, York, Trane or McQuay.

2.4 FILTER HOUSING

- A. Housing: The filter housing shall be completely factory assembled of 16-gauge galvanized steel with turned-in flanges to provide a flush interior. Four inch (4") wide flanges shall be used on both air entering and air leaving side to facilitate matching to adjacent equipment. The housing shall be capable of handling both rigid and collapsible filter cartridges without any integral modifications. The housing shall be furnished with a door at each end. Access to only one end shall be required for filter servicing. Doors shall utilize perimeter gasketing of neoprene rubber. Latches shall be quick acting, spring loaded and of non-corrosive materials. Hinges shall be plated. Filter mounting tracks shall be of extruded aluminum with factory installed gaskets of molded polyvinyl chloride. The filter mounting track shall include an integral track for 2" filters. Insulate filter housing with 1" thick, 3# density insulation. Attach insulation with stick-pin fasteners.
- B. Filters: There shall be a 2" thick filter of the proper size. The filters shall be 35% efficient disposable panel type and shall be installed in the holding frames without increasing the overall depth of the filter bank. All required latches to secure the filters in place shall be supplied.
- C. Filter Holding Frames: The frames shall be made of 16-gauge galvanized steel, 2" in depth. They shall be designed to insure a positive seal against leakage of unfiltered air. They shall be pre-drilled for convenient assembly into banks. The frames shall be fitted with integral spring type latches to firmly hold the filter against neoprene rubber gaskets. The frames shall be installed to provide service from the clean air side.
- D. Spare Filters: Two sets of media shall be provided for each air handling unit, one for testing and an additional set to be installed when the unit is turned over to the Owner.
- E. Acceptable manufacturers are American Air Filters, Cam-Farr or Continental.

2.5 FILTERS (For Central Station AHU's)

- A. Housing: The filter housing shall be completely factory assembled of 16-gauge galvanized steel with turned-in flanges to provide a flush interior. Four inch (4") wide flanges shall be used on both air entering and air leaving side to facilitate matching to adjacent equipment. The housing shall be capable of handling both rigid and collapsible filter cartridges without any integral modifications. The housing shall be furnished with a door at each end. Access to only one end shall be required for filter servicing. Doors shall utilize perimeter gasketing of neoprene rubber. Latches shall be quick acting, spring loaded and of non-corrosive materials. Hinges shall be plated. Filter mounting tracks shall be of extruded aluminum with factory installed gaskets of molded polyvinyl chloride. The filter mounting track shall include an integral prefilter track for 2" prefilters. Insulate filter housing with 1" thick, 3# density insulation. Attach insulation with stick-pin fasteners.
- B. Cartridge Filters: The cartridge air filters shall be of the medium efficiency, extended surface supported pleat type, consisting of a galvanized steel holding frame and replaceable filter. The filters shall consist of water-resistant media made from ultra-fine glass fibers. The media shall be pleated and have crimped aluminum separators to maintain uniform spacing between pleats. The pleated media pack shall be inserted into galvanized steel cell sides with a 3/4" galvanized steel header on the air entering side. The filters shall have one retaining strap on the air leaving side. The filters shall have an average atmospheric dust spot efficiency of 60-55% as determined by the ASHRAE 52-76 test method. The filters shall be Underwriters' Laboratories Class 1 approved when tested according to U.L. Standard 900.
- C. Pre-Filters: There shall be a 2" thick pre-filter of the proper size for each extended surface filter. The pre-filters shall be 35% efficient disposable panel type. The pre-filters shall be installed in the holding frames without increasing the overall depth of the filter bank. All required latches to secure the pre-filters to the extended surface filters shall be supplied.
- D. Filter Holding Frames: The frames shall be made of 16-gauge galvanized steel, 2" in depth. They shall be designed to insure a positive seal against leakage of unfiltered air. They shall be pre-drilled for convenient assembly into banks. The frames shall be fitted with integral spring type latches to firmly hold the filter against neoprene rubber gaskets. The frames shall be installed to provide service from the clean air side.
- E. Spare Filters: Two sets of filters shall be provided. For duct and equipment protection, one complete set of the above-described filters shall be installed before the air handler is started. If the filters load up to .9@ WG they shall be replaced. To preserve factory heat transfer efficiency, the air handling units shall not be operated with temporary construction filters. The filter is to be replaced at startup and balancing. When the owner accepts the air handling unit, the final set of new filters and shall be installed. In the event that the units are operated prior to installation of the filters, the air handling units and their heat transfer surfaces shall be cleaned to factory new condition.
- F. Gauges: A static tap shall be provided across the final filter section in the filter housing to allow for individual filter, or total pressure drop readings. A Magnehelic Filter Gauge kit equal to the Dwyer 3003 with tubing, pressure tips and three-way valve shall be provided by the housing manufacturer.
 - 1. Factory mounted 16-gauge flat plate transitions shall be provided on the air inlet and/or outlet to match the connecting air handling unit components.
- G. Manufacturers: Subject to compliance with the above requirements, American Air Filter, Camfil Farr and Flanders are acceptable.

2.6 AIR CONDITIONING SYSTEM FILTRATION

- A. It is the mechanical contractors responsibility to insure the inside of each air handling unit with associated air distribution system is kept cleaned and not allow construction dust to infiltrate the system. Should the system become contaminated as determined by Architect, Engineer and Owner the mechanical contractor shall be responsible for cleaning. The mechanical contractor shall take any precautions necessary to prevent construction duct from entering the system which shall include as a minimum:

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- B. Prior to activating the air conditioning system for building finish work all filters shall be installed in each air handling unit.
- C. The mechanical contractor shall maintain clean filters at all times. Regular filter replacement is recommended.
- D. Prior to the owner taking possession of the building all filters in each air handling unit shall be replaced new. One complete set of replacement filters for each air handling unit shall be turned over to owner for future installation.
- E. At no time are any air handling units to be operated without air filters. Return grilles are to be covered with filter media during construction when units are in operation.

2.7 AUTOMATIC SHUT-DOWN

- A. Air conditioning equipment shall have smoke detectors installed in supply air and return air duct. Mechanical contractors shall install smoke detectors provided by electrical contractor under Division 16000. Smoke detectors shall be for automatic shut down of unit.

2.8 INDOOR AIR QUALITY MONITOR

- A. The Indoor Air Quality (AQ) Monitor continually monitors the levels of carbon dioxide (CO₂) and volatile organic compounds (VOCs) for an overall indication of IAQ. The monitor shall be capable of monitoring VOC components and the CO₂ level for an IAQ output. The combined output is designed to indicate information about the quality of the air. Monitor shall be equal to Specialty Sensors MSA Airox Monitor Model 711271.

2.9 AIR PURIFICATION DEVICE (Bi-polar Ionization)

- A. Quality Assurance:
 - 1. The air purification system shall be a product of an established manufacturer in the USA. A qualified representative from the manufacturer shall be available to inspect the installation of the air purification system(s) to ensure installation in accordance with the manufacturer's recommendation. Technologies that do not address gas disassociation such as UV lights, powered particulate filters, and/or polarized media filters shall not be allowed. Uni-polar ion generators or plasma particulate filters shall not be allowed.
 - 2. This project is designed in accordance with ASHRAE Standard 62 IAQ Procedure and shall require the manufacturer to provide Indoor Air Quality calculations using the formulas within ASHRAE 62.1-2007 to validate acceptable indoor air quality at the quantity of outside air scheduled with the technology submitted.
 - 3. The air purification system shall be tested by UL or ETL to prove conformance to UL 867-2007 including the ozone chamber testing and peak ozone test for electronic devices. Manufacturers that achieve UL 867 prior to December 21, 2007 and have not been tested in accordance with the newest UL 867 standard with the ozone amendment shall not be acceptable. All manufacturers shall submit independent UL 867 test data with ozone results to the engineer during the submittal process. All manufacturers shall submit a copy with their quotation. Contractors shall not accept any proposal without the proper ozone testing documentation.
 - 4. The maximum allowable ozone concentration per the UL 867-2007 chamber test shall be 0.007 PPM. The maximum peak ozone concentration per the UL 867-2007 peak test as measured 2 inches away from the electronic air cleaner's output shall be no more than 0.0042 PPM. Manufacturers with ozone output exceeding these ozone values shall not be acceptable.
- B. Submittals:
 - 1. Submit manufacturer's technical product data for ion generators including:
 - 2. Schedule of plasma generators indicating unit designation, number of each type required for each unit/application.
 - 3. Data sheet for each type of plasma generator, and accessory furnished; indicating

construction, sizes, and mounting details.

4. Performance data for each type of plasma device furnished.
5. Indoor Air Quality calculations using the formulas within ASHRAE 62.1-2007 to validate acceptable indoor air quality at the quantity of outside air scheduled.
6. Product drawings detailing all physical, electrical, and control requirements.
7. Copy of UL 867 independent ozone test.

C. Delivery, Storage, & Handling:

1. Deliver in factory shipping containers. Identify on outside of container type of product and location to be installed. Avoid crushing or bending. Store in original cartons and protect from weather and construction work traffic. Store indoors and in accordance with the manufacturer's recommendation for storage.

D. Warranty:

1. Equipment shall be warranted by the manufacturer against defects in material and workmanship for a period of 2 years after shipment. Labor to replace equipment under warranty shall be provided by the installing contractor.

E. General:

1. The air purification system(s) shall be of the size, type, arrangement, and capacity indicated and required by the unit furnished and shall be of the manufacturer (or listed equal) specified.
2. All other suppliers of comparable products requesting prior approval shall submit for prior approval in accordance with the requirements of Section 15100. In addition, supplier shall provide their ASHRAE 62.1-2007 calculations that prove conformance to the ASHRAE Standard with the reduction of outside air to the scheduled values. A letter on the manufacturer's letterhead requesting prior approval must accompany the request for prior approval stating their calculations are ASHRAE compliant. A third party validation study performed on a previous installation of the same application shall also be included. Provide independent test data from ETL or UL showing ozone levels produced during the UL 867 ozone chamber test. Manufacturers without this test data shall not be acceptable.

F. Design & Performance Criteria:

1. Each piece of air handling equipment, so designated on the plans, details, equipment schedules, and/or specifications shall contain a plasma generator with bi-polar ionization output as described herein.
2. The bi-polar ionization system shall be capable of:
 - a. Effectively killing microorganisms downstream of the bi-polar ionization equipment (mold, bacteria, virus, etc.).
 - b. Controlling gas phase contaminants generated from human occupants, building structure and furnishings.
 - c. Capable of reducing static space charges.
 - d. Increasing the interior ion levels, both positive and negative, to a minimum of 800 ions/cm³ measured 5 feet from the floor.
3. The bi-polar ionization system shall operate in a manner such that equal amounts of positive and negative ions are produced. Uni-polar ion devices shall not be acceptable.
4. Air exchange rates may vary through the full operating range of a constant volume or VAV system. The quantity of air exchange shall not be increased due to the requirements of the air purification system.
5. The air purification device shall not have maximum velocity profile.
6. Plasma generators shall not require preheat protection when the relative humidity of the

entering air exceeds 85%. Relative humidity from 0-100% condensing shall not cause damage, deterioration, or dangerous conditions within the air purification system. Air purification system shall be capable of wash down duty.

G. Equipment Requirements:

1. Electrode specifications:

- a. Each Plasma generator with bi-polar ionization output shall include the required number of electrodes and power generators sized to the air handling equipment capacity. Unit shall be capable of treating total airflow scheduled on plans. Bi-polar ionization tubes manufactured of glass and steel mesh shall not be allowed due to replacement requirement, maintenance, performance reduction over time, ozone production and corrosion.
- b. Electrodes shall be energized when the main unit disconnect is turned on and the fan is operating. Electrodes shall be made from carbon fiber to prevent oxidation over time.
- c. Electrode pair shall provide a minimum of 140 million ions per cubic centimeter, both positive and negative ions in equal quantities. Devices providing less than the rated ion densities shall not be acceptable.

2. Air Handler Mounted Units: Where so indicated on the plans and/or schedules, plasma generators shall be provided and installed. The mechanical contractor shall mount the plasma generator and wire it to the AHU control power (24 VAC) as instructed by the air purification manufacturer's instructions or line voltage subject to power available. Each unit shall be designed with in integral illuminated LED and dry contacts to prove ion output is operating properly. The dry contacts shall close to prove the ion generator is working properly and may be daisy chained in series such that only one dry contact per AHU is required to interface to the BAS or the optional DDC controller. Dry contacts proving power has been applied in lieu of the ion output is actually operating are not acceptable.

3. Plenum/Duct Mounted Units: Where so indicated on the plans and/or schedules, plasma generators shall be provided and installed. The generator shall be installed through the duct wall and into the airstream with the external power head in a convenient location for visual indication of power, removal and servicing, by the mechanical contractor. The dry contacts shall close to prove the ion generator is working properly and may be daisy chained in series such that only one dry contact per duct is required to interface to the BAS or the optional DDC controller.

4. Ionization Requirements: Plasma generators with bi-polar ionization output shall be capable of controlling gas phase contaminants and shall be provided for all equipment listed above.

- a. The bi-polar ionization system shall consist of bi-polar plasma generator and power supply. The bi-polar system shall be installed where indicated on the plans or specified to be installed and powered by 24 VAC.
- b. The ionization output shall be controlled such that an equal number of positive and negative ions are produced. Imbalanced levels shall not be acceptable.
- c. Ionization output from each electrode shall be a minimum of 140 million ions/cc when tested at 1" from the ionization generator.

5. All manufacturers shall provide documentation by an independent NELEC accredited laboratory that proves the product has minimum kill rates for the following pathogens given the allotted time and in a space condition:

- a. MRSA - >96% in 30 minutes or less
- b. E.Coli - >99% in 15 minutes or less
- c. TB - >69% in 60 minutes or less
- d. C.diff - >86% in 30 minutes or less

6. Manufacturers not providing the equivalent space kill rates shall not be acceptable. All

manufacturers requesting prior approval shall provide to the engineer independent test data from a NELEC accredited independent lab confirming kill rates and time meeting the minimum requirements stated above. Products tested only on Petri dishes to prove kill rates shall not be acceptable.

7. The operation of the electrodes or bi-polar ionization units shall conform to UL 867-2007 with respect to ozone generation. There shall be no ozone generation during any operating condition, with or without airflow.

H. Electrical Requirements:

1. Wiring, conduit, and junction boxes shall be installed within housing plenums in accordance with NEC NFPA 70. The contractor shall coordinate electrical requirements with the air purification manufacturer during submittals.
2. Control Requirements:
3. All plasma generators shall have internal short circuit protection, overload protection, and automatic fault reset.
4. Integral airflow sensing shall modulate the plasma output as the airflow varies or stops. A mechanical airflow switch shall not be acceptable as a means to activate the plasma device due to high failure rates and possible pressure reversal.
5. The installing contractor shall mount and wire the plasma device within the air handling unit specified or as shown on plans. The contractor shall follow all manufacturer IOM instructions during installation.
6. All plasma devices shall have a means to interface with the BAS system. Dry contacts shall be provided to prove there are ions being produced. Systems providing indication that power is applied to the plasma device, but not directly sensing the power at the ion output shall not be acceptable.
7. Plasma systems that use multiple modules with ion output alarm wires wired to the same terminal such that all ion modules must fail to show an alarm status shall not be acceptable.

I. Execution:

1. The Contractor shall be responsible for maintaining all air systems until the Owner accepts the building.
2. All equipment shall be assembled and installed in a workman like manner to the satisfaction of the Owner, Architect, and Engineer.
3. Any material damaged by handling, water, or moisture shall be replaced by the mechanical contractor at no cost to the Owner.
4. All equipment shall be protected from dust and damage on a daily basis throughout construction.
5. Provide the manufacturer's recommended electrical tests.
6. A manufacturer's authorized representative shall provide start-up supervision and training of Owner's personnel in the proper operation and maintenance of all equipment.
7. Acceptable manufacturers shall be Top Product Innovations, Global Plasma Solutions, or approved equal.

2.10 DRAIN CONNECTIONS

- A. Provide drain connection with 2" seal trap for all cooling at air handling units. Drain piping shall be copper Type "L" with drainage pattern fittings and soldered joints insulated with 3/8" wall closed cell elastomeric insulation slipped over piping. Slope piping at 1/4" per foot to nearest floor drain. Refer to piping plans for location of floor drains.

2.11 SHEETMETAL DUCTWORK – LOW PRESSURE

A. Ductwork - Low Pressure

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1. This part of the specification shall apply to all low pressure rectangular shop fabricated ductwork, for all constant air volume air distribution systems and return air systems. Ductwork shall be constructed of galvanized steel sheets, furnished and installed in sizes as indicated and located where shown on the drawings. This part of the work shall include all ductwork, manual dampers, access panels, louvers, etc., with all accessories to make a complete air distribution system. Noise, vibration or drumming of air in ductwork, noises at air outlets or returns, excessive air leaks, malfunctioning of dampers, etc., will be cause for rejecting affected parts of the ductwork. Duct sizes shown on plans are net and must be increased for total insulation thicknesses as herein specified.
2. The Mechanical Contractor shall coordinate with the General Contractor all ductwork penetrations of walls which require lintels per the architectural plans.
3. The following weights of materials, types of joints and bracing shall be followed for sheetmetal ductwork.

Steel Std. Gauge	U.S. Gauge	Maximum Inches	Size	Type of Transverse Joint Conn.	Bracing
24		up to 12		S-Drive, pocket or bar clips on 7"-10" centers	None
24		13 to 24		S-Drive, pocket or bar clips on 7"-10" centers	None
24		25 to 30		A-Drive, pocket or bar clips on 7"-10" centers	1x1x1/8" angle
20		30 and greater		S-Drive, pocket or bar clips on 7"-10" centers	1x1x1/8" angle

4. The following details of duct construction shall be adhered to without deviation:
 5. Longitudinal seams for metal shall be Pittsburgh lock.
 6. Sweep elbows shall be made with inside radius equal to width of ducts, except as shown on the drawings. Square elbows must be provided with approved turning vanes to assure good air flow to outlets.
 7. Provide vanes at all elbows. Provide splitter dampers and turning vanes at duct tees.
 8. Horizontal ducts shall be hung at intervals not exceeding 8'-0" with 18-gauge galvanized iron hangers extending the full height of the duct.
 9. Shop drawings of all ductwork when for any reason different from drawings shall be submitted to the Architect for approval.
 10. All ductwork shall be fabricated in strict accordance with SMACNA Construction
 11. Standards for Low Velocity Ductwork. All seams shall be caulked or taped to prevent air leakage.
- B. Flexible Ductwork Connections: All duct connections to air handling units, fans, etc., shall be made through a 4" flexible connection of fire resistant neoprene coated glass fiber cloth as manufactured by Wiremold, Thermoflex, or Fentfab. Connection shall meet pressure classification of system used.
1. Flexible ductwork shall be equal to Thermaflex Type M-KE with 1"-1 lb. density insulation (minimum "R" value = 6) with metalized film vapor barrier, and conform to UL 181 as a Class I duct, 45 degree shoe fittings shall be provided at all rectangular or square branch connections to main headers in accordance with SMACNA Standards. Maximum length of flexible ductwork shall be 8'0". Extend rigid duct to within 8'0" of all diffusers to be connected by flexible duct. Provide manual volume damper at each branch duct serving air devices.

2.12 GRILLES, REGISTERS, AND DIFFUSERS

- A. Location of ceiling mounted air distribution shall be as shown on reflected ceiling plan. Install and fasten air distribution per manufacturer's detailed drawings. Use gaskets to make air tight joints with adjoining construction. Join neatly with adjacent finished surface.
- B. Panel type ceiling diffusers shall be equal to Titus Model TDC-AA for 24" x 24" lay-in frame with an opposed blade damper and directional throws as indicated. Finish shall be off-white color with square to round duct connection. Round duct connection and face size shall be as shown on plans.
- C. Exhaust, return air, soffit and transfer grilles shall be 1/2" x 1/2" x 1/2" aluminum grid type with aluminum frame equal to Titus 50-F. Furnish in an off-white enamel finish. Furnish opposed blade dampers for return, exhaust and transfer registers.
- D. Sidewall registers shall have aluminum double deflection airfoil blades with front blades parallel to long dimension that are individually adjustable for any degree of deflection and an opposed blade damper. Registers shall be equal to Titus 272-FS.
- E. Ceiling diffusers for other than lay-in ceilings shall be equal to Titus TDC-AA with opposed blade damper. Finish shall be off-white color with square to round duct connection. Round duct connection and face size shall be as shown on plans.
- F. Sidewall return air registers shall be all steel bar type with one (1) set of fixed blades set at 3/4" spacing with 35° deflection. Blades shall be parallel to long dimension. Provide opposed blade damper. Registers shall be equal to Titus Model 350-FL.
- G. Acceptable manufacturers are Carnes, J & J, Krueger, Metal-Aire, Nailor-Hart, Reliable, Titus, and Tuttle and Bailey.

2.13 ACCESS DOORS

- A. Air duct access doors shall be steel of the double wall insulated type complete with hinges and camlock latches. Insulation shall be 1" thick fiberglass with "K" factor of .26 at 75°F mean temperature. Provide access doors at all fire dampers and where indicated. Doors smaller than 8" shall have plexiglass window. Coordinate with specification section 08345 (this contractor to furnish).

<u>Duct Diameter</u>	<u>Access Opening</u>
8" thru 10"	7" dia.
11" thru 13"	10" dia.
14" thru 19"	13" dia.
20" and over	10" dia.

- B. For flat oval and rectangular ducts, the nominal size of the access opening shall be:

- 1. When mounted on minor axis:

<u>Minor Axis</u>	<u>Access Opening</u>
8" thru 11"	8" x 12"
12" thru 13"	12" x 12"
14" and over	14" x 20"

- 2. When mounted on major axis:

<u>Major Axis</u>	<u>Access Opening</u>
8" thru 16"	8" x 12"
17" thru 24"	12" x 12"
25" and over	14" x 20"

- C. When used with insulated ducts, the access sections shall have glazed covers to prevent condensation.

2.14 DAMPERS

- A. Dampers of same materials as duct, as least one gauge heavier than duct, reinforced where directed, shall have an accessible location indicating quadrant, locking device for adjusting and locking dampers in position. Stiffen duct at damper location, install damper in manner to prevent rattling.
- B. Manual volume dampers shall be of the opposed blade type. They shall be furnished in sizes shown on plans. Frame and blades shall be 16-gauge galvanized steel with mill galvanized finish. Equal to Ruskin Model MD35.
- C. Automatic (motorized) dampers shall be of the parallel blade type. They shall be furnished in sizes shown on plans. Dampers shall be provided with solid stops for tight closing with seals on the blade edges and the sides of the damper frame which will stand a temperature of up to 220°F. These stops shall be so assembled that they may be easily replaced if they become damaged. Dampers shall be tight closing and shall be capable of less than 1% leakage based on an approach velocity of 1500 feet per minute. Equal to Ruskin No. DC350BES or Ruskin No. CD50 areoblade style.
- D. Stiffen duct at damper location, install damper in manner to prevent rattling.
- E. Fire Dampers: Shall be curtain type with fusible link. Curtain shall be mounted out of air stream. Dampers shall be UL approved & equal to Ruskin.
- F. Manufacturers: Dampers may also be manufactured by Air Balance, Arrow United Industries, Greenheck, Industrial Louvers, Louvers and Dampers, or Nailor-Hart.

2.15 EXHAUST FANS, SUPPLY FANS & GRAVITY VENTILATORS

- A. All exhaust fans shall bear the AMCA Seal of Approval and shall be currently listed in the current AMCA Directory.
- B. Motors shall have a 1 year manufacturer's warranty.

2.16 ROOF MOUNTED EXHAUST FANS

- A. Roof mounted exhaust fans shall be of the centrifugal direct driven type. Construction of the windband shall be heavy gauge aluminum and shall have a rolled bead for added strength.
- B. The fan wheel shall be of the backward curved, centrifugal type. Wheels shall be statically and dynamically balanced to assure minimal noise and vibration generation. Blades, fins, inlet cone and back plate shall be fabricated from aluminum and securely joined together. Entire assembly shall be explosion proof rated.
- C. Motors and fan wheels shall be mounted on vibration isolators. Motors shall be isolated from the exhaust airstream.
- D. Centrifugal (sidewall) (roof mounted) exhaust fan shall be as manufactured by Greenheck, Loren Cook, or approved equal.

2.17 CIRCULATING PUMPS (END SUCTION TYPE)

- A. Furnish and install pumps with performance characteristics as shown on plans. Pumps shall be base mounted, single stage, end suction design with a foot mounted volute to allow removal and service of the entire rotating assembly without disturbing the pump piping, electrical motor connections or pump to motor alignment.
- B. Pump volute shall be Class 30 cast iron with integrally-cast pedestal support feet. The impeller shall be cast bronze enclosed type, balanced to ANSI/HI 1.1-1.5-1994, section 1.4.6.1.3.1, figure 1.106, balance grade G6.3 and keyed to the shaft and secured by a locking capscrew.
- C. The liquid cavity shall be sealed off at the pump shaft by an internally-flushed mechanical seal with ceramic seal seat and carbon seal ring, suitable for continuous operation at 225°F (107°C). A replaceable bronze shaft sleeve shall completely cover the wetted area under the seal.
- D. Pump shall be rated for minimum of 175 psi (12 bar) working pressure. Volute shall have gauge tapings at the suction and discharge nozzles and vent and drain tapings at the top and bottom.

- E. The pump(s) vibration limits shall conform to Hydraulic Institute ANSI/HI 1.1-1.5-1994, section 1.4.6.1.1 for recommend acceptable unfiltered field vibration limits (as measured per HI 1.4.6.5.2, Figures 1.108) for pumps with rolling contact bearings.
- F. Baseplate shall be of structural steel or fabricated steel channel with fully enclosed sides and ends, and securely welded cross members. Grouting area shall be fully open. The combined pump and motor baseplate shall be sufficiently stiff as to limit the susceptibility of vibration. The minimum baseplate stiffness shall conform to ANSI/HI 1.3.4-1997 for Horizontal Baseplate Design standards.
- G. The seismic capability of the pump shall allow it to withstand a horizontal load of 0.5g, excluding piping and/or fasteners used to anchor the pump to mounting pads or to the floor, without adversely affecting pump operation.
- H. A flexible type, center drop-out design coupler, capable of absorbing torsional vibration, shall be employed between the pump and motor. Pumps for variable speed application shall be provided with a suitable coupler sleeve. The coupling shall be shielded by a dual rated ANSI B15.1, Section 8 & OSHA 1910.219 compliant coupling guard and contain viewing windows for inspection of the coupling.
- I. Motor shall meet NEMA and Premium efficiency specifications and shall be of the size, voltage and enclosure called for on the plans. Pump and motor shall be factory aligned, and shall be realigned by the contractor per factory recommendations after installation.
- J. The pump(s) selected shall conform to ANSI/HI 9.6.3.1 standards for Preferred Operating Region (POR) unless otherwise approved by the engineer. The pump NPSH shall conform to the ANSI/HI 9.6.1-1997 standards for *Centrifugal and Vertical Pumps for NPSH Margin*.
- K. Each pump shall be factory hydrostatically tested per Hydraulic Institute standards. It shall then be thoroughly cleaned and painted with at least one coat of high grade paint prior to shipment.
- L. The pump(s) shall be manufactured, assembled and tested in an ISO 9001 approved facility.
- M. Pumps shall be FI Series as manufactured by Taco or equal. Equivalent manufacturers shall be ITT Bell & Gossett, Armstrong, and Aurora.

2.18 SUCTION DIFFUSER

- A. Furnish and install as shown on plans, an angle pattern flow straightening fitting equipped with a combination diffuser-strainer-orifice cylinder, flow straightening vanes, start-up strainer, permanent magnet, and adjustable support foot. The combination diffuser-strainer-orifice cylinder shall be designed to withstand pressure differential equal to the system pump shut-off head and shall have a free area equal to five times the cross section area of the pump suction opening. The length of the flow straightening vanes shall be no less than 2+ times the diameter of the system pump suction connection.
- B. The flow straightening fitting shall be of cast iron construction with flanged system and flanged pump connections. The fitting shall have a carbon steel combination diffuser-strainer-orifice cylinder with 3/16" diameter perforations to protect the system pump. The full length carbon steel flow straightening vanes shall provide non-turbulent flow to the suction side of the system pump. The magnet shall be positioned in the flow stream to protect the pump seal(s). The start-up strainer shall be of 16 mesh bronze and the adjustable support foot shall eliminate pipe strain at the flow fitting/pump connection. All internal components shall be replaceable.

2.19 TRIPLE DUTY VALVE

- A. Furnish and install as shown on plans, a pattern valve designed to perform the functions of a non-slam check valve, throttling valve, shut-off valve, and calibrated balancing valve.
- B. The valve shall be of heavy duty iron construction suitable for system working pressures. The valve shall be fitted with a bronze seat, replaceable bronze disc with seat insert, stem, and chatter-preventing stainless steel spring. The valve design shall permit repacking under full system pressure.
- C. Each valve shall be equipped with brass readout valves (with integral check valves) to facilitate

taking differential pressure readings across the orifice for accurate system balance.

2.20 CHILLED WATER PIPING

- A. Provide Schedule 40 black steel pipe, Grade A, except Grade B for bending purposes.
- B. End Connections:
 - 1. Steel Piping: 2-1/2" and larger shall be flanged or butt welded.
- C. Flanged Joints:
 - 1. Bolting of Flanges: Material used for bolts and studs shall conform to ASTM A307, Grade B, and material for nuts shall conform to ASTM A194, Grade 2. Bolts or studs shall extend completely through the nuts and may have reduced shanks of a diameter not less than the diameter at root of threads. Carbon steel bolts shall have American Standard regular square or heavy hexagon heads and shall have American Standard heavy semi-finished hexagonal nuts.
 - 2. Gaskets: Fluorinated elastomers, suitable for the pressure and temperature ranges encountered, and compatible with grooves in flange faces.
 - 3. Butt Weld Joints: Ferrous rings shall be of good weldable quality and not exceed 0.05 percent sulfur; for alloy pipe, backing rings shall be of material compatible with the chemical composition of the parts to be welded and preferably of the same composition. Backing rings shall be of the continuous machined or split band type.
 - 4. Valves, Gate, Angle, Check, Special, and Related Equipment: Shall conform to the following paragraphs. End connections shall conform to paragraph "End Connections". Valves shall have rising stems and shall open when turned counterclockwise.
- D. Gate Valves (Larger Than 2"):
 - 1. Steel Gate Valves: Class 150, outside screw and yolk type with solid wedge or flexible wedge disc, with trim of heat- and corrosion-resistant steel as recommended by the manufacturer for the service indicated.
- E. Angle Valves:
 - 1. Steel: Class 150 with heat- and corrosion-resistant trim as recommended by the manufacturer for the service indicated, and provided with tapped drains and brass plugs.
- F. Check Valves:
 - 1. Steel, 2-1/2" and Below: Class 150 with heat- and corrosion-resistant trim as recommended by the manufacturer conditions indicated.
 - 2. Swing Check Valves: Shall have bolted caps.
 - 3. Cast Iron Check Valves 2-1/2" and Larger: Class 150, with bronze trim. Provide non-slam, eccentric disc type for centrifugal pump discharge service.
 - 4. Plug Valves: Cast iron or steel, Type II non-lubricated, lift-plug, Style A Class 150, Pattern-No. 4, Size 2" and larger, End Connection No. 2-Threaded. Replaceable valve seat is not required.
 - 5. Ball Valves, 2" and Smaller: Stationary Seat Ring and Floating Ball, Class A - Copper Alloy, Style I, Valve Design which permits inspection and repair of seats and seals without removing the valve body from the line; End Connection B, threaded. Flanged ball valve shall conform to MSS SP-72, Class 150, bronze.
 - 6. Drain Valves: Gate valves conforming to MSS SP-80, Class 150, manually operated 3/4" pipe size, and above with threaded ends. Provide hose nipple adapters for connecting a hose to lead a convenient floor drain.
 - 7. Butterfly Valves: Type I tight shutoff valve, and valve ends shall be flanged, threaded or flange less. The valve body material shall be cast iron or bronze and bubble tight for shut off at 150 psig. Flanged and flangeless type valves shall have 300 series corrosion resistant

steel stems and discs or bronze discs with molded elastomer disc seals. Flow conditions shall be for the regulation from maximum flow to complete shutoff by the throttling effect. Valves smaller than 8" shall be throttling handles. Valves shall have a minimum of seven locking positions. Provide with motorized valves where indicated on plans.

G. Automatic Flow Control Valves:

1. The flow cartridge's non-clogging single orifice design shall include no metal-to-metal contact, no segmented ports, and incorporate a flow nozzle and metering disk controlled by a pressure compensating spring.
2. The flow cartridge shall be a single assembly, constructed with stainless steel moving parts and be accessible without removing the valve from the piping.
3. The flow cartridge shall be factory flow tested and calibrated to maintain accuracy of $\pm 5\%$; the accuracy shall be maintained over an operating range of 2 – 45 PSID.
4. Manufacturer shall provide cartridge exchange for up to one (1) year from date of delivery at no charge. Exchange shall be provided for flow rate changes within same valve body.
5. The flow cartridge shall carry a 5 year material warranty.
6. Valves 1-1/2" and smaller shall be a forged brass Y-pattern body and valves 2" shall be a cast brass y-pattern body with integrated ball valve, (2) pressure/temperature test ports, a tag indicating the model, flow rate and PSID range, blowout proof stem with dual Viton o-ring seals, interchangeable union end with Viton o-ring seal, hard chrome plated ball with Teflon seats, and rated at 600 PSI WOG, 325 degrees F. Valves shall be available with NPT, SWT OR PRESS connections.
7. Valves 2-1/2" and larger shall be a wafer style cast iron body with pressure and temperature test plugs across the flow cartridge; a tag indicating the model, flow rate and operating control range; able to incorporate a drain and or vent as required and rated at 150 PSI, 275° F.
8. Manufacturers: Nexus UM and UMW, Bell & Gossett Circuit Sentry, Griswold Isolator "R".

H. Miscellaneous Components for Piping System:

1. Instrumentation: Locate gauges and thermometers as indicated. Provide scale range suitable for the intended service.
2. Pressure and Vacuum Gauges: With restriction located as indicated.
3. Indicating Thermometers: Liquid-in-glass.
4. Remote Reading Thermometers: Class C, separable well type with the insertion length and sensitive portion length of the well and socket suitable for the piping and service intended.

2.21 PIPING INSTALLATION

- A. Pipe shall be cut accurately to measurements established at the building, and shall be worked into place without springing or forcing, properly clearing all windows, doors, and other openings. Excessive cutting or other weakening of the building structure to facilitate piping installation will not be permitted. All changes in direction shall be made with fittings. All pipes extending through the roof shall be flashed by this Contractor, but counter flashed by the roofing contractor. Piping connections to equipment shall be in accordance with details shown on the drawings. All open ends of the pipe lines or equipment shall be properly capped or plugged during installation to keep dirt or other foreign material out of the system.
- B. Install piping and components to ensure proper and efficient operation of the equipment, and controls and in accordance with manufacturer's printed instructions. Provide proper supports for the mounting of vibration isolator, stands, guides, anchors, clamps and brackets. Arrange piping connections to equipment so that removal of equipment or components of equipment including tube withdrawal from chillers, pump casing, shaft seals and similar work can be accomplished with the least amount of disassembly or removal of the piping system. Provide piping connected to equipment with vibration isolators with flexible connections which shall conform to vibration and sound isolation requirements for the system. Electric isolation shall be provided between

dissimilar metals to reduce the rate of galvanic corrosion.

- C. Fabrication and Assembly of Piping and Components: Horizontal runs of piping shall pitch toward water chiller at not less than one inch in twenty feet. Provide sufficient pitch to assure adequate drainage and venting. Drain valves at low points of piping system. All piping shall follow the general arrangement shown, cut accurately to measurements established for the work by the Contractor, and worked into place without springing or forcing, except where cold-springing is indicated. All piping and equipment within buildings shall be entirely out of the way of electrical conduit, lighting fixtures, equipment and doors, window, and other openings. Run overhead piping in buildings in the most inconspicuous positions. Provide adequate clearance from walls, ceilings, and floors to permit the welding of joints; at least 6" for pipe sizes 4" and less, 10" for pipe sizes over 4", and in corners provide sufficient clearance to permit the welder to work between the pipe and one wall. Provide for expansion and contraction of pipe lines. Make changes in size of water lines with reducing fittings. Do not bury, conceal, or insulate until inspected, tested, and approved. Protect materials and equipment from the weather. Run all pipe to be insulated as shown and as required with sufficient clearance to permit application of insulation. Do not miter pipe to form elbows, or notch straight runs to form full-sized tees, or utilize any similar construction. Except where shown otherwise, run vertical piping plumb and straight and parallel to walls. Thoroughly clean each section of pipe, fittings, and valves to be free of all foreign matter before erection. Prior to erection, hold each piece of pipe in an inclined position and thoroughly tap to loosen sand, mill scale and foreign matter. Before all final connections are made to apparatus wash the interior of all piping thoroughly with water. Blow out piping with high pressure steam or compressed air to remove rust scale, oil and debris. Plug or cap open ends of mains during all shutdown periods. Do not leave lines open at any place where foreign matter might accidentally enter.
- D. Service valves shall be installed where required for the proper servicing of the equipment. All joints between sections of pipe and between pipe and fittings 2 1/2" and larger shall be fusion welded. The welding shall be in accordance with the recommendations of the American Welding Society. Certification number and skill level shall be submitted. Welder shall specialize in pipe welding. All such changes in direction and intersections of lines shall be made with welding fittings, except as otherwise specifically permitted hereinbefore. Mitering of pipe to form elbow, notching straight runs to form tees, or any similar construction will not be permitted.
- E. Threadolets and weldolets may be used where branch size is less than one-half the main size.
- F. Joints: All screw joints shall be made with tapered threads properly cut. Screw joints shall be made perfectly tight with a stiff mixture of graphite and oil, applied with a brush to the pipe threads only, and in no case to the fittings. All flange joints shall be faced true, packed and made up perfectly square and tight.
- G. All piping systems shall be pressure tested at 100 psi as hereinafter specified.
 - 1. This Contractor shall provide for expansion and contraction of all piping installed by him and must make proper provisions so that there will not be undue strain on any part of the piping or any work installed by others.
- H. All lines shall be of sizes indicated, shall run approximately where shown on plans. Water lines shall grade downward against the direction of flow 1" in 30 lineal feet of run.
- I. The high points of all forced water mains and branches shall be automatically vented. Copper drain lines from air vents shall be extended to nearest floor drain.
- J. All changes in pipe size shall be made with reducing fittings or couplings. No bushings will be allowed.
- K. Unions shall be provided adjacent to all valves and mechanical equipment receiving screwed pipe and companion flanges shall be provided on all flanged valves, pumps, and other mechanical equipment.
- L. All piping systems shall be flushed with clean water and all strainer baskets thoroughly cleaned before placing into operation. Flushing shall be witnessed by Engineer.

M. Piping Materials: Piping materials to be of domestic standards, new and free of defects. Piping

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certification shall be provided upon request of Engineer.

- N. The following classification of piping shall be used on the following services:
 - 1. Chilled Water Piping - Schedule 40 black steel, ASTM A53, Grade B.
 - 2. Drain Piping - Schedule 40 galvanized steel pipe to condensate pump from air handling units and Type "L" hard drawn copper to janitor's sink or exterior drain.
 - 3. Make-up Water Piping - Type "L" hard drawn copper.
- O. Fittings: All fittings shall be new, free of defects and of the following types for service listed:
 - 1. For chilled water piping - 2 1/2" and larger, steel welding fittings, long radius type.
 - 2. For make-up water piping - wrought copper sweat pattern.
- P. Unions: Unions shall be installed at all locations shown on drawings. Welded systems, use 150# flanges.
- Q. Pressure and Vacuum Gauge: Provide a shutoff valve or pet cock between pressure gauges and the pipe line.
- R. Thermometers: Provide thermometers and thermal sensing elements of control valves with a separate socket. Install separable sockets in pipelines in such a manner to sense the temperature of the flowing fluid and minimize obstruction to flow.
- S. Pump Gauge Manifold Valve: Brass, spring return push-button manifold valve with ports for connection to system and test port for gauge calibration, with bracket for mounting to system piping. Provide 3 system ports unless otherwise indicated. Flow Conditioning Corporation, Trumpet Valve. Refer to detail on plans.
- T. Test Plugs: Brass body with neoprene core; brass cap; 1/4" NPT connection. Install in 1/4" threadolet in locations shown. Universal Lancaster, "Petes" Plug, Texas Fairfax, Sisco.
- U. Make-up Water Piping: Provide make-up water piping to chilled water piping system as indicated on drawing.

2.22 PIPE HANGERS, SUPPORTS, ETC.

- A. Support all piping from building floor structure with pipe stands and support beams. Do not support any piping from building structure. Pipe stands shall be located on points not to exceed the following maximum span. This does not apply to PVC piping.
 - 1. 1 1/4" pipe and smaller Max. span 7', hanger rod 3/8"
 - 2. 1 1/2" pipe Max. span 9', hanger rod 3/8"
 - 3. 2" and larger pipe Max. span 10', hanger rod 1/2"
 - 4. 3" and larger pipe Max. span 12', hanger rod 5/8"
 - 5. All PVC piping Max. span 4', hanger rod 3/8"
- B. Pipe stands may be support beams for hanging pipe. Hanger selection and application shall conform to the Manufacturer's Standardization Society of the Valves and Fittings Industry Publication SP-69, Materials Design, and Manufacturer's Publication SP-58. See "Mechanical General Requirements" for additional requirements.
- C. Supports used on steel or cast iron pipe shall be malleable iron or steel.
- D. Where necessary to prevent transmission of vibration, supports with vibration suppressors shall be installed as required. Refer to pipe sleeve details on plans.
- E. Wherever pipe passes through existing walls above grade, 10-gauge galvanized steel sleeves of the proper size and length shall be provided. Where pipe is insulated, sleeves shall be large enough to accommodate insulation. Refer to pipe sleeve details on plans.
- F. Anchors shall be installed on pipe lines where necessary to control direct expansion or contraction.

- G. Hangers on insulated lines shall be large enough to accommodate the insulation.
- H. Insulation protector shields of 20-gauge steel, 18" long and extending half around insulated pipe shall be used at all hanger points. Provide wooden spacers of thickness equal to insulation between pipe and hanger.

2.23 SPECIALTIES, PIPING SYSTEM

- A. Strainers shall be provided before each control valve and each pump. Strainers to be Sarco Type AT with brass mesh for water operation.
- B. Thermometer wells shall be stainless steel 3/4" NPT with extension neck, cap and chain equal to Trerice #5370.
- C. Gauge Cocks shall be Trerice Model 380, 1/4" size with union connection. Provide 1/4" plug in gauge openings.
- D. Thermometers: Pipe thermometers to be 9" adjustable angle type with aluminum case. Size to be 3/4" brass separable socket type with extension neck type stainless steel well. Unit to be Trerice AX Series.
- E. Range to be 0-100°F for chilled water. Duct thermometers to be Trerice B 80,000, range 09-180°F, 5" dial.
- F. Gauges: Gauges to be 4 1/2" dial cast aluminum cast with range from 30" vacuum to 60 psi. Provide Trerice #835 needle valve at each gauge. Unit to be equal to Trerice Series 500 X. Vents on water system - Hoffman No. 79 or approved equal.
- G. At Contractor's option suction diffusers may be used at all pumps to replace valves and strainers.

2.24 VALVES AND COCKS

- A. Valves shall be the products of Dunham-Bush, Stockham, Crane, OIC, Walworth, Rockwell, Jenkins, or approved equal. Valves on chilled water service shall be equal to the following:
 - 1. Isolation Butterfly Valves: 2" and Larger - 125#, Stockham
 - 2. Ball Valves: 2" and Smaller - 150#, Stockham
 - 3. Gate Valves: 2 1/2" and Larger - 125#, Stockham
 - 4. Check Valves:
 - a. 2 1/2" and Larger - 150#, Stockham
 - b. 2" and Smaller- 200#, Stockham

Note: Other valves shall be as shown on plans.

- B. Provide extended handles with valves to prevent interference with piping and/or valve insulation.
- C. Provide chain operators on all valves located 8'-0" or greater above finished floor.
- D. Each valve shall be identified with a metal tag secured to valve with chain. Identifier of valve shall be correlated to mechanical piping plans. As-built drawings shall indicate valve identifiers.

2.25 ELECTRIC HEAT TRACING

- A. Heat trace all domestic make-up water piping exposed to weather with electric heat cable. Cable to be 277 volt self-regulating type with 3.8 watts per linear foot. Cable shall be rated for 500°F and shall be 15-gauge outside diameter with teflon insulation. Cable shall be equal to Raychem Type XL and shall be installed in accordance with manufacturer's requirements. Coordinate power requirements with Electrical Contractor.

2.26 EXPANSION TANKS

- A. Construction shall be fabricated steel designed and constructed per ASME code requirements. Bladder shall be heavy duty and shall be removable for horizontal mounting and operation up to 125 psig working pressure and 240° F operating temperature. Manufacturer shall be Armstrong, Bell and Gossett, Taco or Wheatley.

2.27 AIR SEPARATORS

- A. Construction shall be fabricated steel designed and constructed per ASME code requirements. Air separator shall have NPT or flanged connections as required. Provide with removable, stainless steel strainer with 3/16" diameter perforations and a free area of not less than five times the cross-sectional area of the connecting pipe. Air separator shall have separate top fittings for connection to system expansion tank and for air vent. There shall be a separate bottom connection for blowdown cleaning. Manufacturer shall be Armstrong, Bell and Gossett, Taco or Wheatley.

2.28 PIPE AND VALVE MARKERS

- A. Contractor shall furnish and install pipe markers on the following services in all exposed locations with flow direction indicators:

<u>Service</u>	<u>Code</u>	<u>Background Color</u>	<u>Letters</u>
Chilled water supply	CWS	Green	White
Chilled water return	CWR	Green	White
Condensate drain	CD	Green	White

- B. Pipe markers shall be the vinyl type and meet ANSI Standards and shall be equal in all respects to Sexton Name Plate Corporation's Setmark System.

2.29 INSULATIONS

- A. General: All insulation work shall be done by workmen thoroughly competent in this trade and employed by a full-time insulation contractor. Failure to finish work neatly, failure to vapor proof joints, ragged edges, failure to cover all fittings, valves, dents on surface, etc., shall be proper cause to reject this work. This Contractor shall call same to the attention of the Architect before such work has progressed beyond the point of economical correction.
- B. All material used shall be new and of first line quality and shall be as recommended by the manufacturer for the service intended. All insulation materials, including sealer material, adhesive, finishes, etc., shall be non-combustible. Complete installation shall be in accordance with manufacturer's requirements.
- C. This Contractor shall be responsible for the removal from the site of all excess materials, cartons, scrap, etc. He shall protect equipment installed by others, cleaning such equipment should mortar, plaster, adhesive, etc., fall on same.
- D. The following service shall be insulated with the listed thickness of materials:

Service	Insulation Material	Thickness	Finish
Chilled Water Expansion Tank & Water Box of Chilled Water Pumps	Sheet Armaflex	3/8"	Paint with acrylic protective paint where exposed to sun
Drain Piping	Armaflex Type ER	3/8"	Paint with acrylic protective paint where exposed to sun
Single Wall Spiral Round & Flat Oval Ductwork	1 lb. density blanket type fiberglass duct	2"	Reinforced aluminum foil
Single Wall Ductwork	1 lb. density blanket type fiberglass duct	2"	Reinforced aluminum foil

Chilled Water Supply & Return Above Grade	Foamglass sectional	1 1/2"	FRJ jacket
Make-up Water	Fiberglass	1"	ASJ

- E. All Armaflex insulation shall be slipped over piping with all joints sealed with an approved mastic.
- F. All insulation shall be installed as per material manufacturer's printed instructions. All valves, fittings, strainers, pete's plugs, etc., shall be insulated with molded fittings of same material as piping and plastic fitting covers installed over all fittings. Insulation shall be Owens-Corning Fiberglass, or approved equal, as scheduled above. All materials, jackets, adhesives, etc., shall meet smoke developed ratings and fire classifications of UL.
- G. Insulation subcontractor shall submit complete product data brochures on insulation materials, jackets, finishes, mastics, cements, etc., for approval along with complete installation brochures for all materials used on this project. Installation methods shall be in accordance with printed instructions from material manufacturers.
- H. It shall be the responsibility of the insulating subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.
- I. All insulation materials, jackets, adhesives, coatings, etc., shall meet the Underwriters' Laboratories fire hazard classification (UL 723), for flame spread rating of 25, smoke developed rating of 50, and fuel contributed rating of 50.
- J. Insulation contractor shall insure all valves with insulation have extended handles. Length of extended handles shall allow operation of handle not to interfere with valve or piping installation.
- K. Interior duct insulation shall be applied inside of all low pressure rectangular ductwork to 10 feet down stream of air handling unit. Duct dimensions shall be increased both ways by the thickness of the insulation to maintain same duct inside areas shown on the drawings. Insulation shall be constructed of glass fiber and shall be 1.5 pound density 1" thick minimum and shall have a smooth coating next to the air stream which complies with NFPA Bulletins 90A and 90B. Liner shall be cemented using 100% coverage to the metal and shall be secured additionally with "mechanical clips", one per square foot. All joints in insulation shall be butted together and brushed with adhesive. All joints in insulation at duct joints, etc., shall be butted tightly together and sealed with mastic. Insulation shall conform to the duct liner application standard published by SMACNA.
- L. Exterior duct insulation shall be applied outside of all heating and air conditioning ductwork in accordance with SMACNA Standards. Insulation shall be constructed of glass fiber and shall be 2.2 pound density, 1-1/2" thick and comply with NFPA Bulletins 90A and 90B (minimum R value = 6). Insulation shall be wrapped and shall be secured with duct bands. All joints in insulation shall be butted together and brushed with adhesive.

2.30 AC MOTOR VARIABLE FREQUENCY CONTROLLERS

- A. Variable frequency drives (VFDs) shall be manufactured by Graham and provided for new variable air volume air handling units with motors 10 HP and larger. Each variable torque AC drive shall consist of an adjustable frequency controller capable of driving a standard high efficiency AC induction motor. Variable frequency drive shall be housed in an all steel hinged NEMA-1 enclosure.
- B. The VFD shall include a full-wave diode bridge rectifier. VFD shall maintain .95 displacement power factor regardless of speed or load.
- C. The inverter section of the VFD shall be sine-coded pulse width modulated (PWM). The VFD shall incorporate the use of IGBTs to reduce motor noise. VFDs incorporating Darlington transistors shall provide output line reactors.
- D. The VFD and options shall be tested to ANSI/UL Standard 508. The complete VFD, including all specified options, shall be listed by a nationally recognized testing agency such as UL, CUL, ETL, or CSA.

- E. Power line noise shall be limited to a voltage distortion factor and line notch depth as defined in IEEE Standard 519-1981, Guide for Harmonic Control and Reactive Compensation of Static Power Converters. The total voltage distortion shall not exceed 5%.
- F. Motor noise as a result of the VFD shall be limited to three dB over across the line operation, measured at three feet from the motor's center line.
- G. The VFD's full load amp rating shall meet or exceed NEC Table 430-150. The VFD shall have a continuous 110% overload rating and a 115% overload rating for 60 seconds.
- H. Protective Features:
 - 1. Individual motor overload protection for each motor controlled.
 - 2. Protection against input power under voltage, over voltage and phase loss, output current overload and instantaneous over current, over temperature within the VFD enclosure, over voltage on the DC bus, output short circuit, and motor winding shorting to case faults.
 - 3. Protect VFD from sustained power or phase loss. The VFD shall incorporate a two second power loss ride through for control circuitry only to eliminate nuisance tripping.
 - 4. The VFD shall incorporate semi-conductor rated fuses for the input. The fuses shall be UL/CSA listed and incorporated in the standard NEMA-1 enclosure. Fuses shall be rated for 200,000 amp interrupting capacity (AIC).
- I. Interface Features:
 - 1. Door mounted Hand/Off/Auto selector switch to start and stop the VFD. Provide open collector outputs for remote indication of Hand/Off/Auto.
 - 2. Digital manual speed control. Potentiometers not acceptable.
 - 3. Local/Remote selector switch to determine source speed reference.
 - 4. The VFD shall include the following door mounted status indicators: Power On, Drive Ready, Run, Hand/Off/Auto, Local, Remote, Keypad Lockout On and Reverse.
 - 5. The VFD shall be equipped with a door mounted panel to provide individual fault indications for the following: Under voltage, High Line, Phase Loss, Bus Over voltage, Over current, Ground Fault, Overload, Over temperature, External Fault, and Output Open. Fault codes not acceptable.
 - 6. The VFD shall store in memory the previous three faults.
 - 7. Digital meter with selector switch to indicate the following: Percent Speed, Percent Load, Output Frequency, Input kW, Output Voltage, and Output Current.
 - 8. A set of form-C, dry contacts to indicate when the VFD is in the Run and Fault mode.
 - 9. A 4 to 20 mA output signal to vary in direct proportion to the controller's speed (frequency) and controller's load (amps).
 - 10. VFD to have terminal strip to accept N.C. safety contacts such as freezestats, smoke alarms, etc. VFD to safely shut down in drive or bypass mode when contacts open.
 - 11. VFD to accept an additional N.C. contact to interface with the Hand/Off/Auto switch for remote Stop/Start control.
 - 12. VFD shall accept a direct acting or reverse acting 4 to 20 mA, 0 to 5 Vdc, 0 to 10 Vdc, or a 3 to 15 psi pneumatic signal (if required).
 - 13. The VFD shall have two programmable resonant frequency lockouts with adjustable frequency band widths.
 - 14. The VFD shall be able to start in a rotating load in either direction.
- J. Adjustments:
 - 1. Maximum and minimum speed, independently adjustable from 10 to 100% base speed.

2. Acceleration and deceleration time, independently adjustable 2 to 300 seconds with override circuit to prevent nuisance trips if decel time is set too short.
3. Current limit, adjustable 0 to 115%.
4. Overload trip set point that is infinitely variable based upon motor amperage. The overloads in drive and bypass should be factory set for the connected load.
5. Preset speed, activated upon a contact closure.
6. If VFD trips on one of the following conditions, the VFD shall be programmable for automatic or manual reset: Line Under voltage, Phase Loss, Bus Over voltage, Over current, Ground Fault, Overload, Over temperature, External Fault, and Motor Open.
7. The automatic reset time shall be programmable.
8. The VFD shall provide a N.O. contact for enable or disable of reversing.

K. Service Conditions:

1. Ambient temperature 32 to 104°F (0 to 40°C).
2. 0 to 95% relative humidity, non-condensing.
3. Elevation to 3,300 feet (1,000 meters) without derating.
4. AC line voltage variation, -10 to +10% of nominal.

L. Special Features:

1. Provide a four-position Drive/Off/Line/Test switch for complete manual bypass and disconnect functions. The manual switch shall be door interlocked and padlockable in the off position. A motor starter shall be provided in the bypass circuit. Mount the bypass in a separate portion of the VFD enclosure with its own door. The VFD and bypass assembly shall carry the UL panel shop listing. Separate bypass panels that require field mounting and wiring are not acceptable.

M. Quality Assurance:

1. To ensure quality and minimize infantile failures at the job site, the complete VFD shall be tested by the manufacturer. The VFD shall operate a dynamometer at full load and the load and speed shall be cycled during the test.
2. All optional features shall be functionally tested at the factory for proper operation.

N. Submittals:

1. Submit manufacturer's performance data including dimensional drawings, power circuit diagrams, installation and maintenance manuals, warranty description, VFD's FLA rating, certification agency file numbers, and catalog information.
2. The specification lists the minimum VFD performance requirements for this project. Each supplier shall list any exceptions to the specification. If no departures from the specifications are identified, the supplier shall be bound by the specification.

O. Variable Frequency Drive Start-up

1. The manufacturer shall provide start-up commissioning of the variable frequency drive and its optional circuits by a factory certified service technician who is experienced in start-up and repair services. The commissioning personnel shall be the same personnel that will provide the factory service and warranty repairs at the customer's site. Sales personnel and other agents who are not factory certified technicians for VFD field repair shall not be acceptable as commissioning agents.
2. Start-up services shall include checking for verification of proper operation and installation for the VFD, its options, and its interface wiring to the building automation system. Start-up shall include customer operator training at the time of the equipment commissioning.
3. Warranty: The VFD shall be warranted by the manufacturer for a period of 36 months from

date of shipment. The warranty shall include parts, labor, travel costs, and living expenses incurred by the manufacturer to provide factory authorized on-site service.

2.31 STARTERS

A. Starters (Low Voltage):

1. The motor starter shall be a star delta closed transition. Motor starter shall have NEMA 1A gasketed enclosure. Enclosure shall be constructed of 12-gauge steel minimum with the exception of doors which shall be 14-gauge steel minimum.
2. Starter shall be unit mounted with ventilating louvers.
3. Motor starters shall include incoming line provisions for the number and size cables shown on the drawings. Incoming line lugs shall be aluminum mechanical type. Connection directly to the contactors is not permissible.
4. Contactors shall be sized properly to the chiller full load and locked rotor currents. Contactors shall have double break main contacts with weld resistant silver cadmium faces. Auxiliary interlocks that interface with the control panel shall be low resistance having palladium silver contacts.
5. Each motor starter shall include a control power transformer with fused primary and secondary. Current transformers of the proper size, ratio and burden capacity shall be provided to provide a signal to the control panel and optional devices. Control relays shall be provided within the motor starter to interface with the control panel.
6. Power wiring within the starter shall be type MTW copper stranded 90°C. Power wire bends shall show no evidence of nicking or insulation degradation. Control wire shall be type MTW copper stranded 90°C 14-gauge minimum.
7. Starter shall include an advanced motor protection system incorporating electronic three phase overloads and current transformers. This electronic motor protection system shall monitor and protect against the following conditions:
 - a. Three phase overload protection
 - b. Overload protection during start-up
 - c. Phase imbalance
 - d. Phase loss
 - e. Phase reversal
 - f. Low voltage
 - g. Distribution fault protection consisting of three-phase, current sensing devices that monitor the status of the current. Distribution faults of 1-1/2 electrical cycle duration's shall be detected and the compressor motor shall be disconnected within six electrical cycles.
 - h. Under/over voltage protection

2.32 CONTROLS

- A. Coordinate controls of system with controls specification section 15900.

2.33 CHILLED WATER CHEMICAL TREATMENT SYSTEMS

- A. Capable of automatically feeding chemicals, and bleeding system water to prevent scale, corrosion, and biological growths. Systems shall include chemical feed pump, tank, bleed-off solenoid valve, electric impulse water meter, electric timer, and conductivity controller. Provide a polyethylene tank and injection valve assembly for each feed pump. Entire systems shall be warranted for one full year including parts, labor and chemical supplies.
- B. Feed Pumps: Positive displacement type with an adjustable capacity and discharge pressure not less than 1.5 times the line pressure at the point of connection. Provide with pressure relief

valve, and check valve mounted in the pump discharge.

- C. Tanks: Construct of high density polyethylene, cylindrical in shape, and with a hinged cover. Tanks shall have sufficient capacity to require recharging only once per 7 days during normal operation. Provide tanks with a valved cold water line with suitable air gap. Provide tanks with device to indicate quantity of solution in the tank. Provide electric mixing device with tank.
- D. Valve Injection Assemblies: Provide for each feed pump. Construct of bronze or material suitable for chemicals being used. Injection fittings shall have male pipe threads. Assemblies shall include shut-off valve and check valve provided.
- E. Bleed-Off Solenoid Valves: Provide in bleed-off line. Valves shall normally be in closed position and be opened by a 120-volt waterproof solenoid coil. Include a gate valve ahead of solenoid valve. Extend a discharge line from solenoid valves to sewer drain.
- F. Water Meters: Provide with electric contacting register, and remote accumulative counter and installed in make-up water line near cooling tower. Meters shall be standard product used in water treatment.
- G. Timers: Automatic reset, adjustable type, and electrically operated. House in metal NEMA type cabinet with a hinged front. Timers shall be suitable for 120 volt current.
- H. Conductivity Controllers: Controllers shall measure total dissolved solids in system water by conductivity. Conductivity sensors shall consist of epoxy insulated carbon electrodes and shall not require platinizing. Controllers shall have a meter with a visual readout, set point adjustment with a range between 200 micro ohms/cm and 4000 micro ohms/cm and a red pilot light indicating water conductivity above set point. Units shall operate from a 120-volt power source.
- I. Control Panels: Provide a factory-wired, NEMA 12, control panel for each system. Construct of steel with hinged door and lock, and suitable for surface mounting. Pre-wire controls to numbered terminal strips. Provide laminated plastic nameplates identifying the switch function. Include the following with the panel:
 - 1. Main power switch and indicating lamp;
 - 2. MAN-OFF-AUTO selector switch;
 - 3. Indicating lamp for bleed-off valve;
 - 4. 120 Volt, heavy-duty, grounded duplex receptacle;
 - 5. Conductivity controller;
 - 6. Electric timer; and
 - 7. Accumulative counter.
- J. Sequence of Operation:
 - 1. Conductivity Controllers: Provide to open the bleed-off solenoid valve when conductivity of cooling water rises above set point of controller. When conductivity falls below set point, valve shall close.
 - 2. Water Meters: Provide to start timer after a pre-set volume of make water has been measured.
 - 3. Timers: Provide to turn feed pumps on for a pre-set amount of time.
 - 4. Piping: Provide plastic piping and fittings conforming to ASTM D 2996 for water treatment system. Piping for feed pump suction shall contain a foot valve and strainer.
 - 5. Water Analysis: Provide make-up water analysis in accordance with the methods of tests of ASTM. Analysis shall include test results for the following:

Description

Silica (SiO₂)

Insoluble

Iron and Aluminum Oxides
Calcium (Ca)
Magnesium (Mg)
Sodium and Potassium (Na and K)
Carbonate (CO₃)
Bicarbonate (HCO₃)
Sulfate (SO₄)
Chloride (Cl)
Nitrate (NO₃)
Turbidity
pH
Residual Chlorine
Total Alkalinity
Non-carbonate Hardness
Total Hardness
Dissolve Solids
Fluorine
Conductivity

2.35 WARRANTY

- A. Provide a one-year parts, labor, and refrigerant warranty, direct from chiller manufacturer, complete on chiller unit and remote mounted starter. Warranty period shall start from date of project acceptance. In addition, provide a four-year extended parts only warranty on the compressor, motor and drive assembly, totaling five (5) years.
- B. Factory Supervision - Water Chiller Unit: Services of a factory-trained representative shall be provided as required. Factory representative shall perform/advise on the following matters.
- C. Testing water chilling units under pressure for leaks, evacuation, or dehydration of machine to 35° wet bulb or an absolute pressure of not over 0.204" of mercury.
- D. Charging water chilling unit with refrigerant.
- E. Starting water chilling unit.
- F. One full day of instruction as to proper care, operation, and instrumentation of unit. Start-up and instruction dates shall not coincide. Instruction date shall be set by Owner after start-up.

PART 3 - EXECUTION

3.1 PROTECTION OF EQUIPMENT

- A. Deliver equipment to site in sealed containers or weatherproof wrap. Mechanical equipment spaces shall be ready to receive units prior to shipment. Air handling units shall not be stored outdoors. Follow manufacturer's printed instructions for unloading and moving equipment. Handle and place equipment with care to avoid damage to casing or structural components. Protect equipment during construction with coverings, and build temporary catwalks over units when workmen require overhead access in unit location.

3.2 ELECTRICAL WIRING

- A. Install electrical devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer's wiring diagram submittal to electrical installer. Verify that electrical wiring installation is in accordance with manufacturer's submittal and installation

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requirements of Division-16 sections. Do not proceed with equipment start-up until wiring installation is acceptable to equipment installer.

3.3 PIPING CONNECTIONS

- A. Provide piping, valves, accessories, gauges, supports, and flexible connectors as indicated. Flexible pipe connectors shall not be used to correct for misalignment of piping to unit connections. Offset in flexible pipe connectors shall not exceed 1/4". Provide trapped, insulated, copper condensate drain piping from each drain connections as shown and extend independently to disposal point as part of this section's work.

3.4 TESTING OF PIPING SYSTEMS

- A. General: Contractor shall notify Architect of tests twenty-four hours in advance. All tests shall be witnessed by the Architect or his representative. Contractor shall provide a minimum 6" dial pressure gauge to indicate all test pressures and the scale shall be not more than 0 to 160 psi and 1 psi graduations. Test shall be held for a minimum of five (5) hours with no apparent loss of pressure.
- B. The following systems shall be tested at pressures indicated:
 - 1. Chilled water piping 110 psi
 - 2. Drain piping 10 psi
- C. All tests shall be verified by a test record maintained on the site and witnessed by the signature of inspector.
- D. Any portion of system failing to pass test shall be retested until proven acceptable.

3.5 AIR SYSTEM TESTING

- A. Upon completion of installation of the equipment, start-up and operate equipment to demonstrate capability and compliance with requirements. Field correct malfunctioning units, then retest to demonstrate compliance. Equipment shall not be operated during construction or for contractor comfort.

3.6 TESTING OF PIPING SYSTEMS

- A. General: Contractor shall notify Architect of tests twenty-four hours in advance. All tests shall be witnessed by the Architect or his representative. Contractor shall provide a minimum 6" dial pressure gauge to indicate all test pressures and the scale shall be not more than 0 to 160 psi and 1 psi graduations. Test shall be held for a minimum of five (5) hours with no apparent loss of pressure.
- B. The following systems shall be tested at pressures indicated:
 - 1. Chilled Water Piping 150 psi for eight hours with no leaks
- C. All tests shall be verified by a test record maintained on the site and witnessed by the signature of inspector.
- D. Any portion of system failing to pass test shall be retested until proven acceptable.

3.7 CLOSEOUT MANUALS

- A. Operating and maintenance information shall be provided to the building owner. This information shall include, but not be limited to, the information specified.
- B. Construction documents shall require that an operating manual and a maintenance manual be provided to the building owner or the designated representative of the building owner within 90 days after the date of system acceptance. These manuals shall be in accordance with industry-accepted standards (see Informative Appendix E) and shall include, at a minimum, the following:
 - 1. Submittal data stating equipment size and selected options for each piece of equipment requiring maintenance.
 - 2. Operation manuals and maintenance manuals for each piece of equipment and system

requiring maintenance, except equipment not furnished as part of the project. Required routine maintenance actions shall be clearly identified.

3. Names and addresses of at least one service agency.
 4. HVAC controls system maintenance and calibration information, including wiring diagrams, schematics, and control sequence descriptions. Desired or field-determined setpoints shall be permanently recorded on control drawings at control devices or, for digital control systems, in programming comments.
 5. A complete narrative of how each system is intended to operate, including suggested setpoints.
- C. Construction documents shall require for all lighting equipment and lighting controls, an operating and maintenance manual be provided to the building owner or the designated representative of the building owner within 90 days after the date of system acceptance. These manuals shall include, at a minimum, the following:
1. Submittal data indicating all selected options for each piece of lighting equipment, including but not limited to lamps, ballasts, drivers, and lighting controls.
 2. Operation and maintenance manuals for each piece of lighting equipment and lighting controls with routine maintenance clearly identified including, as a minimum, a recommended relamping/cleaning program and a schedule for inspecting and recalibrating all lighting controls.
 3. A complete narrative of how each lighting control system is intended to operate including recommended settings.

3.8 GUARANTEE

- A. The Contractor shall guarantee, in writing, the entire system when completed to be free from any and all defects and shall guarantee the entire system, controls and other equipment against defective materials and workmanship for a period of one (1) year from date of completion and acceptance.
- B. Upon receipt of notice from the Owner of the failure or any part of the guaranteed equipment during the guarantee period, the affected part or parts shall be promptly repaired or replaced with new parts by and at the expense of the Contractor.
- C. Under the guarantee clause, the Contractor shall include free routine maintenance for a period of one (1) year from the date of final acceptance.

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SECTION 15900 - AUTOMATIC TEMPERATURE CONTROLS SYSTEM (ATCS)0

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. All control system components shall be new and the latest products of the manufacturers. Basis of design for these products is Honeywell. Manufacturers providing products equal to Honeywell are acceptable if all parts of this specification are met.
- B. The Automatic Temperature Control System for the Vigor High School Auditorium shall be as manufactured by Honeywell International, or equal per the requirements of this specification section. In order to efficiently manage the countywide HVAC equipment, all required control systems and points for this bid shall report to the upgraded existing Honeywell P.C. operator stations by interfacing with the Honeywell DDC controls to be installed for the upgraded HVAC systems at Vigor High School. No separate workstations, gateways or software are allowed in order to make the system 100% operational or compatible. The software for this bid shall be **100% Honeywell N4 compatible** and with the latest software revisions w/ the new controls, the controls in the existing campus buildings and Honeywell P.C. operator stations.
- C. The contractor shall be authorized, licensed and trained to provide this software. Proof of Honeywell authorization and training schools attended by at least 4 employees shall be supplied prior to award if requested. Inability to provide proof shall be grounds for rejection of bid without compensation.
 - 1. It is the requirement of this bid that Honeywell parts will be installed with like Honeywell parts, or equal, used throughout the system without any additional devices or cost other than the device. Therefore, all DDC controls and major control devices shall be manufactured by Honeywell International, or equal, and installed by a Honeywell Branch office or a Honeywell Authorized Controls Integrator (ACI) certified to work on Honeywell XL5000 and Honeywell WEBS N4 systems.
 - 2. The contractor shall have been in business and have been working on Honeywell Commercial XL5000 and WEBS N4 DDC systems for at least 8 years and have a locally staffed office within 60 miles for the last 8 years. Controls shall be provided and installed by the Honeywell branch or ACI responsible for the warranty and servicing of the system. The Honeywell contractor currently under contract for servicing the county system is Walters Controls, Inc.
 - 3. Contact Richard Kirkpatrick or Skipper Walters at 251-661-4416
- D. The control system shall be installed by competent control mechanics and electricians regularly employed or supervised by the ATCS contractor.
- E. The drawings and general provisions of the Contract, including General and Supplementary Conditions of Section 1, apply to the work of this section.
- F. The control system specified is based on an electric/electronic design of direct digital control (DDC). It is the intent of this specification to describe the basic architecture and performance requirements of the ATCS. The ATCS shall be based on a distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on a true peer-to-peer, token passing Local Area Network (LAN), called the Controller LAN. The ATCS shall include all workstation software and hardware, DDC controllers, DDC programming, Local Area Networks (LAN's), sensors, control devices, actuators, installation and calibration, supervision, adjustments and fine tuning necessary for a complete and fully operational system. Provide a system made up of one or more digital controllers. Required climate control and energy management functions for complete operation of an HVAC System shall be provided by DDC from digital controllers. No conventional control devices (pneumatic or electronic) such as receiver-controllers, thermostats, and logic units shall be used unless specifically indicated.

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Provide digital controllers in a system linked in a communications network composed of one or more levels of local area networks (LAN's). ATCS system as installed shall be capable of the following energy management and control functions:

1. Proportional, integral, derivative (PID) control.
2. Night setup/setback control.
3. Analog alarm limits and reporting.
4. Digital alarm reporting.
5. Event and time-initiated programs.
6. Point trending.
7. Custom, Owner-usable database and DDC programming including predefined DDC modules, Boolean logic and mathematical calculations and point definitions.

1.2 SUBMITTALS AND COORDINATION

- A. Submit manufacturer's specifications for each control device. Submit wiring connection details to each electrical device and system control flow diagrams showing all control devices and mechanical equipment controlled. Submit printed bill of material describing each component and referencing its unique identifier as shown on the flow diagrams. Submit printed sequence of operations conforming to the specifications and referencing control device identifiers as shown on the flow diagrams.
- B. Coordinate power requirements with Division 16 contractor. Where power supplies or transformers integral with other equipment are used for control power, it shall be the responsibility of this contractor to ensure that the connected loads do not exceed the rated capacity of the power supply or transformer.
- C. Maintenance data and spare parts lists for each type of control device shall be submitted before the close of the project in a separately bound binder titled "Operation and Maintenance Manuals".
- D. Final "As Built" drawings shall be provided prior to project close-out.

1.3 DESCRIPTION OF WORK

- A. The ATCS shall consist of all thermostats, temperature transmitters, controllers, software, relays, transformers, automatic valves and dampers, damper operators, switches, control panels, and other necessary equipment along with a complete system of electrical control wiring to fulfill the intent of the specifications and provide for a complete and operating system. Installation of control components shall conform to manufacturers' recommendations. Where manufacturer's recommendations conflict with the specifications, the ATCS contractor shall obtain the Engineer's prior approval for any deviations.
- B. Combination magnetic starters for HVAC equipment shall be furnished by the Mechanical contractor for installation by the Electrical contractor. Starters shall include hand-off-auto switches, control transformers of 24 or 120 volts, matching contactors, and normally open auxiliary contacts. Power from sources outside the starter shall not be used to operate the starter contactor.
- C. Electrical work performed by this section shall conform to the Electrical codes of the State and County.
- D. Control Wiring: Install control wiring in a neat and workman-like manner, securely fastened. Install in accordance with NFPA 70, NEC and manufacturers' recommendations. Install circuits over 30 volts with # 16 AWG, 600V wire or larger in electric metallic tubing ("EMT"). Install circuits under 25 volts using # 18 AWG wire or larger with 300V insulation on each conductor. Where low voltage, open wiring is used in accessible air plenums, cable shall be protected by a plenum-rated, polymer jacket. Open, low voltage non-plenum wiring is approved where codes allow. For all exposed and inaccessible locations, wire shall be installed in conduit.

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- E. Installation by Others: all valve bodies, dampers, flow measuring stations, control sensor wells and other pipe sensors etc. shall be installed by the Mechanical contractor. Except for dampers, each of these items shall be provided by the controls contractor as required for this project. All dampers shall be provided and installed by the Mechanical contractor. VAV Application Specific Controllers (ASC'S) shall be furnished by the ATCS contractor and installed by the Control contractor.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide control products in sizes and capacities indicated and as required to accomplish control functions, conforming to manufacturers' standard materials and components as published in their product information. All devices shall be selected for the load and UL listed for the application. Control devices specially built or modified for this project are not acceptable without prior approval from the Engineer.

2.2 AUTOMATIC TEMPERATURE CONTROLS SYSTEM (ATCS)

- A. User Interface Terminal (UIT): Not required
- B. DDC Controllers: Provide Honeywell XL50, Stryker, Spyder, Plant Controllers, Cipher 50, Optimizer and Honeywell JACE N4 controllers DDC controllers as required and indicated for specified control and monitoring. Each AHU controller shall be fully programmable and have a minimum of 20 hardware points (except VAV controllers) consisting of AO, DO, AI and AO points. DDC controllers shall function standalone for the local loop functions of the controller. All DDC controllers shall be connected via LAN or sub-LAN to the UIT as required. The following point types must be supported by DDC controllers serving air terminal boxes (e.g. VAV'S):
1. Discrete/digital input (contact status).
 2. Discrete/digital output (maintained, momentary).
 3. Resistance analog input.
 4. Pulse Width Modulation (PWM) output capable of producing a pulse anywhere between 0-655 seconds in duration with 0.01 second resolution.
 5. Floating control output.
- C. The following point types must be supported by DDC controllers serving non-air terminal equipment:
1. Discrete/digital input (contact status).
 2. Discrete/digital output (maintained, momentary).
 3. Resistance analog input.
 4. Pulse Width Modulation (PWM) output.
 5. Floating control output.
 6. 0-10v DC or 4-20 mA analog output
 7. 0-5 VDC, 0-10 VDC or 4-20 mA analog input
- D. All DDC programs shall be contained in the DDC controllers in firmware and all database shall be contained on the DDC controllers in nonvolatile RAM (NOVRAM) or be battery-maintained for a minimum of 24 hours.
1. Non-terminal unit controllers: Provide Honeywell programmable, standalone DDC controllers for all applications other than air terminal units. All AHU controllers shall have internal clocks. Controllers shall communicate with the UIT and be capable of sharing data with other connected controllers. Provide a minimum of one fully standalone controller for each three discrete mechanical systems, remote I/O's can only be used for up to 3 systems. Discrete

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mechanical systems include:

- a. VAV air handler.
 - b. Multizone air handler.
 - c. Any air handler with more than four connected DDC points.
 - d. Heating hot water system.
 - e. Chilled water/condenser water system.
- E. Temperature Sensors: Provide thermistor, thin film silicon or platinum RTD sensors for all temperature applications except differential chilled water for BTU calculation, where precision matched Platinum RTD'S with transmitters may be used. Solid state sensors shall be linear, drift-free, and require only a one-time calibration. Thermistors or similar non-linear temperature devices shall be linearized by a look-up table in the connected controller. For all temperature sensors, measured accuracy from sensor to UIT display shall be +/- 1 degree F except differential chilled water for BTU calculation, where accuracy from sensor to UIT display shall be +/- 5-degree F. Sensors for liquid or steam service shall be of thermal well insertion type; "strap-on" pipe sensors are permitted only where specifically indicated. Sensors for duct mounting that serve as control points in DDC shall be serpentine averaging type in duct having greater than 20 sq., ft. cross section.
- F. Humidity transmitters: Provide 0-5VDC, 0-10VDC or 4-20mA relative humidity transmitters -where indicated or required by the sequence. Measured accuracy shall be +/- 3% RH. Honeywell or ACI
- G. Pressure transmitters: Provide 0-5VDC, 0-10VDC or 4-20mA pressure transmitters where indicated or required by the sequence. Measured accuracy from sensor to UIT display shall be +/- 1% of span. Dwyer, Setra, Veris or Senva
- H. DDC Thermostat: Provide for all space control locations. Thermostat shall have an integral sensor, setpoint adjustment and CO2 sensor as shown on the plans.

2.3 CONTROL COMPONENTS

- A. Control Valves: Valves used to control hot or chilled water shall be modulating, globe type unless otherwise noted in the sequence of operation or on the plans. Ball or butterfly valves for automatic control service are acceptable. Provide 2-way or 3-way valves as indicated. All valves shall have stainless steel stems and be serviceable without removing the valve from the line. Water valves shall be sized for pressure drops not greater than 5 PSI at full flow for the service indicated. Valve bodies shall be cast iron or bronze with Teflon packing. Water valve design shall provide for equal percentage flow characteristics with rangeability of 50 to 1. Steam valve design shall provide for linear characteristics with rangeability of 30 to 1. Valves 2" and smaller shall be screwed, valves 2 1/2 " or larger shall be flanged. Reheat and FCU type valves for service below 12 GPM may be sweat or flare type, modulating or 2-position as described in the sequence or shown on the plans. Honeywell or Belimo Only
- B. Dampers: Provide automatic control dampers (not specified to be furnished with HVAC equipment) as shown. Dampers shall have roll formed, galvanized steel frames, interlocking blades, and spring stainless steel continuous side seal strips. Blades shall have 0.50 inch axles on nylon or oil-impregnated ("Oilite") bearings. Dampers shall have an operating temperature range of -40 to 200 deg. F.
- C. Valve and Damper Operators: Valve actuators shall be sized to ensure tight close-off and be sized for smooth modulating or 2-position action as specified. Damper actuators shall be direct-coupled, requiring no external crank-arm linkage. Where "normal" or "fail-safe" position is indicated, furnish spring-return actuators. Valve actuators for other than terminal unit service shall be foot-mounted, oil-immersed and be sized for smooth modulating or 2-position action as specified. Terminal unit valve actuators shall be direct-coupled. Actuators shall be Belimo or Honeywell ML, MN or Mod IV series.

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- D. Low Limit Freeze stats: Shall be of the manual reset type. All freeze stats shall be provided with a 20 ft. sensing element to cover the duct area, which shall respond to the lowest temperature to which any one-foot portion is exposed. Reuse existing freeze stats if operable.
Honeywell or Johnson Controls
- E. High Limit Firestats: Shall be of the 2-position, manual reset type, with an extended helical bimetal element and shall be installed in each air handling unit under 2000 cfm. Temperature/ humidity/ CO2 sensors shall be Honeywell TC100 series
- F. Air Flow Measuring Station: Furnish thermal dispersion, multi-sensor type manufactured by Ebtron, Inc. or equal where airflow measuring is shown on the plans or required by the sequence. FMS to be provided by Controls Contractor. Gold series is not required unless duct size dictates
- G. Electric Thermostats: Shall be rated for line or low voltage as required by the sequences. Line voltage thermostats shall be rated for minimum 19 amps at 277 VAC. Sensing element shall be bimetal and include a long-lasting micro-switch mechanism. Thermostats shall require tools for the removal of covers. Where indicated, furnish heavy duty, clear plastic or metal, tamper-proof guards. T651 Honeywell or equal
- H. Remote Bulb Thermostats: Shall have copper remote bulb and capillary tube with duct mounting, outdoor, or pipe insertion hardware. Provide thermostats with temperature ranges suitable for intended service. Thermostats shall have dial-adjustable setpoint and adjustable dead band. Honeywell T775
- I. Current Relays: Provide wherever fan or pump status inputs are required or indicated to the ATCS. Current relays shall have normally open contacts that close at adjustable current level and furnish proof of air or water flow in constant or variable speed equipment. Veris H800 or Functional devices RIB XKTF.
- J. Local Control Panels:
1. Enclose all DDC controllers except XL10s in control panels together with all pressure and flow transducers, output relays, transformers and power supplies.
 2. Provide control panels suitable for wall mounting with interior sub-panels for equipment mounting.
 3. Route wires inside panels in plastic wire duct.
 4. Fabricate panels of steel with baked-on color finish or extruded aluminum alloy, totally enclosed on four sides. Panels shall have hinged doors with key-operated locks.
 5. All door and interior mounted equipment shall be installed in a neat manner with identifying engraved plastic nameplates. Provide numbered, double-terminal barrier strips for all wiring to external devices. No more than two wires may be connected to each side of a terminal.
- K. Provide, as a minimum, ATCS control panels everywhere shown on the Mechanical Drawings containing DDC controllers and connected points for the local HVAC equipment.
- L. Variable Speed Drives (VFD'S): Provide ABB speed drives with mechanical or electronic bypass modes. Speed drives shall be Nema 1, Nema 3R or Nema 4 depending on the location and usage. All speed drives shall carry a 2-year manufacturer warranty. Note where NEMA 3R drives are required.
- M. Meters: Provide Badger Recordall (Water), Sage (Gas), Senva or Veris meters for power. Provide hardwired or wireless controls for meter connection to the Honeywell BAS system controllers.

2.4 SEQUENCE OF OPERATIONS

General: When occupancy schedule override is initiated by night high or low limit program, the system shall operate normally in the occupied mode. See mechanical, electrical and plumbing

plans for additional control notes and installation requirements by others.

A. Units 1 and 2 (Lobbies) and Units AHU 3 and 4 (Auditorium)

1. On unit starting the OSA damper shall open to minimum position and Return air damper shall open fully. Space temperature shall be controlled by a wall mounted Temperature/ humidity/ CO2 wall sensor. On a call for cooling the unit shall be indexed to low speed via the new VFD. As space temperature rises the speed shall gradually increase and the chilled water valve shall open to satisfy the temperature setpoint. On a drop in space temperature the chilled water valve shall modulate closed and the duct mounted electric heat shall energized to meet setpoint. Provide a deadband between heating and cooling as directed by the owner. If humidity rises above 55% (adjustable) the fan speed shall go to a T&B directed minimum and the chilled water valve shall modulate open. The duct electric heat shall be energized only as needed to prevent over cooling above the originally cooling setpoint.
2. In the occupied mode the OSA damper shall be at the present minimum position. If space CO2 rises above 800PPM for more than 15 minutes the OSA shall go to full position and the return air damper shall go a present position to make sure enough OSA is present to dilute the space CO2. Once the space CO2 is below 800PPM for at least 15 minutes the return air damper shall go back to the original fully open position
3. Provide a freezestat set at 35 degrees to close the OSA damper and stop the unit. (Chilled water pumps shall be enabled at 35 degrees).
4. Provide AHU EF interlocks as shown on the plans. Provide UV unit interlocks if required at the units.

B. New Chiller and pumps.

1. Chiller pump(s) shall be enabled anytime an Ahu is started or OSA temperature is below 35 degrees. Pumps shall be alternated each week for equal run times. The lead chiller pump shall start the chiller and control supply temperature at the chillers internal setpoint. Provide supply and return chilled water pipe sensors for monitoring. Each pump shall be provided with a VFD. A bypass valve (sized correctly and a minimum pressure drop of 5 PSI) shall be controlled by a return water inline dual turbine flow meter to control the minimum flow requirements of the chiller. Provide a DP sensor as shown on the plans to control the chilled water pump VFD for variable flow through the chiller. Provide select chiller alarms via a BACnet connection to the chillers BACnet board.
2. Provide new control wiring to meet the sequence of operations and locations of the new equipment. Provide a separate VFD for each pump and AHU.

C. Central DDC Panel - Provide all electronics to provide interface to Mobile County School System's existing Honeywell SymmetrE or WEBS N4 supervisor.

1. Refer to additional work requirements and sequences on mechanical plans

D. Provide surge protection on power supply to each panel, where a communication bus leaves a building. Provide a UPS backup for any JACE or router located in this building

E. Run communication cable from all DDC controllers to new router(s) provided in this contract. LAN drops by owner.

F. Minimum DDC Points:

1. Start / stop / status per pump
2. Chiller enable and BACnet interface per chiller
3. VFD speed control
4. DP analog input – Locate where shown. Coordinate set-point with T&B contractor for end of run readings

5. Supply and Return chilled water pipe sensors
 6. Supply temperature per AHU
 7. Space temperature/ humidity and CO2 per unit
 8. Common OSA temperature sensor
- G. Meter inputs for all meters shown on the "Submetering Plan Sheet". Confirm quantities and locations.
- H. The following meters shall be monitored:
1. Power – Senva or Veris
 2. Water – Badger Recordall or equal
 3. Gas – Sage gas meters
- I. Respective meter installation shall be by the project plumber and electrician.

2.5 FINAL ADJUSTMENT OF EQUIPMENT

- A. After completion of installation, adjust DDC controls, thermostats, control valves, operators and similar equipment provided as work under this section. Final adjustments shall be performed by trained personnel in direct employment of the installing ATCS contractor.
- B. After installation and commissioning, furnish one, 4-hour training session for the Owner's representative(s) covering the ATCS system for this particular school. The Owner's representative(s) shall use their copies of the Operation & Maintenance manuals and as-built drawings furnished by the ATCS as training aids.

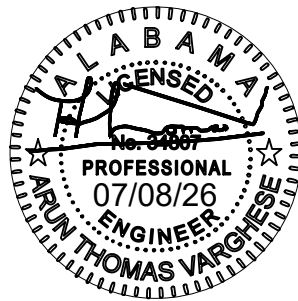
2.6 GUARANTEE

- A. The ATCS contractor shall furnish a one-year parts and labor warranty on all devices and software furnished under this section. Warranty shall include all costs to replace or repair items that fail due to defects in material or workmanship. The ATCS contractor shall respond, on site, to warranty calls within 8 hours if notified before noon, or within 24 hours if notified after noon Monday thru Friday.

END OF SECTION

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ELECTRICAL SPECIFICATIONS 16000



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SECTION 16100 - ELECTRICAL

REFERENCE
ELECTRICAL DRAWINGS
FOR
SPECIFICATIONS

Re-roofing And Renovations to
Vigor High School Auditorium Building for
Mobile County Public Schools
Mobile, Alabama

LATHAN-MCKEE PROJECT NO: 26-021

ELECTRICAL
16100-1

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