

ARCHITECT'S JOB NO. 22-68

DATED: May 11, 2021

COPY NO: _____

**NEW PORTABLE CLASSROOMS FOR
SPRINGVILLE ELEMENTARY SCHOOL
AND MARGARET ELEMENTARY SCHOOL**

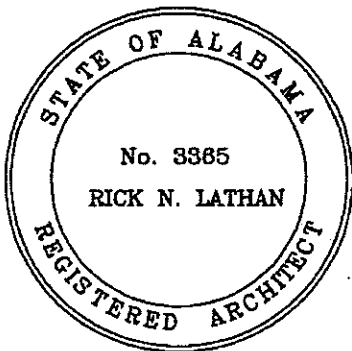
OWNER

**ST. CLAIR COUNTY BOARD OF EDUCATION
410 ROY DRIVE
ASHVILLE, ALABAMA 35953**

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NOTE: This Index is for convenience only. Its accuracy and completeness are not guaranteed, and it is not to be considered part of the Specifications. In case of discrepancy, the Specifications shall govern. Certain items may be included by means of notes on the Drawings; such items are not necessarily covered in the Specifications. Contractor shall verify all existing conditions and all dimensions at the project site.

PROJECT TEAM LIST
NEW PORTABLE CLASSROOMS FOR SPRINGVILLE ELEMENTARY SCHOOL
AND MARGARET ELEMENTARY SCHOOL
Job No. 22-68

OWNER: ST CLAIR COUNTY BOARD OF EDUCATION
410 Roy Drive
Ashville, AL 35953

ARCHITECT: LATHAN ASSOCIATES ARCHITECTS, P. C.
300 Chase Park South, Suite 200
Hoover, AL 35244
Phone: 205-988-9112
Contact: Samantha Wilson

ELECTRICAL: STEWART ENGINEERING
300 East 7th Street
Anniston, AL 36202
Phone: 256-237-0891
Contact: Shawn Crawford

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NEW PORTABLE CLASSROOMS FOR SPRINGVILLE ELEMENTARY
AND MARGARET ELEMENTARY
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QUALIFYING CONDITIONS FOR GENERAL CONTRACTORS:

The following conditions and terms may be required upon Owner's request and it shall be each Contractor's responsibility to ensure that they meet the minimum requirements set forth.

General Contractors wishing to bid on this school project shall meet the following minimum provisions regarding responsibility, in addition to all other requirements listed herein: Contractor shall have constructed not less than one educational project of similar size and complexity within the last five (5) years, with similar costs prorated for construction cost increases and Contractor shall be capable of 100% bonding of materials and 100% bonding of labor. All General Contractors wishing to bid shall have a minimum of five (5) years of experience doing business under the same firm name in which the bids are submitted. Joint venture contracts will not be approved.

Each General Contractor shall submit a list of all educational projects within the last five years and a statement from the Owners certifying faithful performance that construction completion was, or will be, obtained without protracted delay and/or defective work for the project. Full explanation should be submitted for any delayed completion. Inexperienced or non-responsible contractors are precluded from bidding and award.

Each General Contractor shall submit names and qualifications of main construction personnel to be placed on this project. The proposed project superintendent and the project manager shall have a minimum of five (5) years of work experience in their respective positions in managing and constructing projects similar in size, complexity and cost. Resumes of project superintendent and project manager shall be submitted. The Owner reserves the right of approval of the project superintendent.

Equivalent experience and qualifications will be considered where the bidder can demonstrate special management and construction abilities, expert workmen and past experience in constructing similar complex structures of similar size and cost such as hospitals, college buildings, multi-story office buildings, court houses, jails, hotels, etc. No consideration will be given to wood frame, residential projects, parking structures, small one story strip shopping centers, warehouses and industrial buildings, etc. Under this provision of equivalency, no consideration or award will be given to any contractor whose comparable project value is less than 50% of the value of the project under bid.

Each General Contractor bidding on this project will be required to demonstrate that his major Subcontractors are capable of pre-qualifying under the same conditions stated above.

All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all rules.

The Owner and its representatives shall be the sole judge of the Contractor meeting the requirements set forth. The Owner's decision in determining qualified General Contractors will be final. The Owner reserves the right to act in its best interests in this determination process to waive all technicalities and informalities and to select the best qualified responsible General Contractors who comply with the above stated provisions.

All of the above information shall be required upon the Owner's request and may be considered a condition for award of contract.

PRE-BID PROCEDURES

1. OBTAINING PLANS AND SPECIFICATIONS

A. General Contractors

General Contractors must contact the office of the Architect and give the following information about their company:

1. Name, address, phone, email address, Alabama General Contractor's License Number, Bid Limit, and Bid Classification as it appears on current license. This is required in order for Architect to verify that Contractor is currently licensed in a classification that qualifies the General Contractor to bid on the subject project.
2. A maximum of two (2) sets of plans and specifications will be issued to the General Contractor after qualifications have been confirmed and deposit has been received.
3. General Contractors must obtain the contract documents directly from the Architect and be placed on the Architect's official Bidders List. General Contractors may NOT obtain plans, specifications, proposal forms, and other contract documents exclusively from an Internet source, or any source other than the Architect. **If the General Contractor is not on the official Bidders List, their proposal may not be received and recognized at the bid opening.**
4. The following Plan Rooms are used:
 - a. Alabama Graphics Digital Plan Room is also used. See attachment for contact information. **Project Password is Lathan.**
 - b. Refer to Advertisement for Bids for list of Plan Rooms and addresses of Awarding Authority and Architect.
5. Addenda are only sent to the Plan Rooms, the Awarding Authority and the General Contractors who are on the Official Bidders List. Addenda are not sent to Subcontractors and/or Vendors.
6. Electronic files and/or CAD files are not considered to be Contract Documents.
 - a. Errors may occur during translation and Lathan Associates Architects, P.C. makes no representation or warranty as to any information contained therein. It will be the responsibility of the General Contractor, Subcontractor and/or Vendor to verify all layouts, dimensions and other information for accuracy with the Contract Documents and subsequent Addenda.
 - b. Electronic files and/or CAD files will not be sent by the Architect, Engineers or Consultants to Contractors for bid purposes.

B. Subcontractors and Vendors

1. Subcontractors and Vendors may obtain plans and/or specifications from the following sources:
 - a. Plan Rooms listed in Item 4 above.
 - b. General Contractors
 - c. View set at office of Architect or Awarding Authority.

2. Architect's office will not release plans and specifications to Subcontractors and Vendors.
3. Architect's office will email a copy of Bidders List to Subcontractors and Vendors upon request. Bidders List is also available on Alabama Graphics Digital Plan Room.

2. DEPOSIT ON PLANS AND SPECIFICATIONS

- A. Deposit will be returned to General Contractors under the following conditions:
 1. Plans and specifications must be returned to the office of the Architect within thirty days of bid date.
 2. Plans and specifications must be bound in the same manner as originally received from the Architect.
 3. Plans and specifications must be in good, reusable condition. Missing pages/sheets, excessive markings, use of highlighters, and other detrimental conditions may cause forfeiture of deposit. Rule of thumb: If the Architect cannot present the set to the successful Contractor for use in construction, then the set will be destroyed, and cost of re-printing is used from the proceeds of the forfeited deposit.
 4. General Contractors who obtain plans and specifications and wish to withdraw from the Bidders List must do one of the following prior to bid date:
 - a. Return plans and specifications to the office of the Architect, or
 - b. Submit a letter to the office of the Architect stating request to be withdrawn, otherwise, deposit will be forfeited.

3. REQUEST FOR INFORMATION (RFI's)

- A. All RFI's must be numbered and made in writing to the Architect's email rfi@lathanassociates.com. Please include your name, company name, telephone number, and fax number so that we may respond appropriately. Verbal RFI's will not be answered. All RFI's must be in writing.
- B. The Team List provided within the Specification Manual is for informational purposes only and should not be used to contact Engineers and/or Consultants directly with questions regarding the project.
- C. All questions that need to be directed to an Engineer / Consultant must be routed through the Architect's office. If applicable, the Architect will contact the appropriate Engineer / Consultant for information.
- D. Bids shall be based upon the official Contract Documents consisting of Plans, Specifications and Addenda. Architect assumes no responsibility for information used by Contractors outside the official Contract Documents.
- E. We will not respond to any correspondence received via any e-mail other than the one listed.

4. REQUESTS FOR PRODUCT APPROVAL

- A. All Requests for Product Approval must be made in writing to the office of the Architect. Requests must be accompanied by Product Substitution Form completed and signed found in Specification Section - 01360 and may be delivered/ mailed/ or emailed to Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244. rfl@lathanassociates.com. Please include your name, company name, telephone number, fax number or email address so that we may respond appropriately.
- B. Vendor/Contractor submitting Request for Product Approval must submit data sheets and other such fact-based documentation for substitution with items clearly marked to show compliance with product originally specified. Request must identify model number of substitution that complies with product originally specified. Architect and Interior Design staff will not review Requests for Product Approval that are catalogs and/or binders of manufactured products without separate details showing comparison between specified product and requested substitution.
- C. Products approved by Architect, Interior Designer, Engineer and/or Consultant shall be contingent upon meeting or exceeding the specification and drawing requirements.
- D. The Team List provided within the Specification Manual is for informational purposes only and should not be used to contact Engineers and/or Consultants directly with requests for product approval.
- E. All requests that need to be directed to an Engineer /Consultant must be routed through the Architect's office. If applicable, the Architect will contact the appropriate Engineer / Consultant for approval of product.

PRE-BID REQUEST FOR INFORMATION FORM

Date: _____

Company Submitting Request: _____

Contact Name: _____ Phone: _____

E-Mail _____

Project Name: _____

Architect Job No. _____

Send to rfi@lathanassociates.com

RFI NO. _____

RESPONSE:

For Architect's Use:
Reviewed By / Date: _____
Responded By/ Date: _____
Processed by Addendum No. _____
Comments: _____

Digital Plan Room Sign-On Instructions

To access the Digital Plan Room, please click on the following link. You will want to add this as a trusted site for future emails.

<https://www.algraphicsplanroom.com>

You will need to register to the plan room as a user. Click **"Log In"** on lower left side. You will need to do a search to see if your company already exists on the plans room. Once you register your company and contact information click on **"Private Jobs with Passwords"** and enter the password provided.

Password for this project is lathan.

For technical assistance please call, Customer Service 205.252.8505 or customerservice@algraphics.com.

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

THE OWNER:
(Name, legal status, address, and other information)

THE ARCHITECT:
(Name, legal status, address, and other information)

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

Number	Title	Date
.6	Specifications	

Section	Title	Date	Pages
.7	Addenda:		

Number	Date	Pages
.8	Other Exhibits: <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>	
<input type="checkbox"/>	AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>	
<input type="checkbox"/>	The Sustainability Plan:	
	Title	Date Pages
<input type="checkbox"/>	Supplementary and other Conditions of the Contract:	
	Document	Title Date Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

I. GENERAL INFORMATION

- A. Bidders must use Proposal Form (included in Project Manual) for submitting bid.
- B. All bids must be sealed and marked in the lower left-hand corner: **New Portable Classrooms for Springville Elementary School and Margaret Elementary School** with opening time and date. General Contractor's License Number must be displayed on front of envelope. Late bids will not be opened.
- C. Bidders must use AIA Bid Bond Form (included in Project Manual) and submit along with bid.
- D. NOTICE OF SALES AND USE TAX

The Contractor shall include sales and use taxes in bid. Contractor shall be responsible for purchasing all construction materials without sales tax exemption.
- E. Records showing successful bidder(s) and prices quoted will be placed on file with the Awarding Authority and may be examined upon request. If contract is awarded to someone other than lowest bidder a note of explanation will appear in the bid file.
- F. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

II. DISQUALIFICATION OF BIDS

Bids may be disqualified before the awarding of the contract for any of the following:

- A. Failure to mark envelope and provide General Contractor's License Number as required.
- B. Failure to sign or notarize the bid document.
- C. Failure to include requested information or other details of the bid.
- D. Excessive errors.
- E. Failure to include bid bond.
- F. Failure to have an original signature on the bid form. Faxed and/or e-mailed copies of Proposal and Bid Bond are not acceptable.

111. STANDARD FORM

The General Conditions of the Contract for Construction, Standard Forms of the American Institute of Architects, latest edition, are hereby made a part of this Specification.

Any controversy or claim rising out of, or relating to, the Contract between the Owner and the Contractor, or any breach thereof, shall be settled by arbitration.

IV. METHOD OF AWARD

- A. The award will be made to the lowest responsible bidder meeting specifications. It is not the policy of the Owner to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which require terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.

- B. In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
- C. This bid will be awarded to General Contractor, based on lowest total price meeting specifications.

V. PRICING

- A. Base Bid pricing shall be good for Thirty (30) days after date of Proposal. Alternate Proposals, if applicable, shall be guaranteed for Ninety (90) days after date of executed contract. Unit prices, if applicable, shall be guaranteed until the date of final acceptance of the project by the Owner.
- B. Prices shall include labor, materials, equipment, etc. necessary for complete work.

VI. WARRANTIES / SERVICE

Refer to Section 01900 for Warranty requirements in addition to the specific sections of Specifications. Close-Out Documentation and requirements are included in Section 01910.

VIII. BID BOND

A Bid Bond in the amount of five percent (5%) of total bid shall be provided with Proposal. Federal requirements do not allow for a limit on bid bond. Bonds with a "not to exceed" amount will be subject to rejection and, therefore, invalidate Proposal.

IX. BONDS

Performance and Payments Bonds which meets the requirements of The General Conditions of the Contract will be required with executed contracts.

X. INSURANCE

Insurance Certificates shall be included with Construction Contracts. In addition to Article 11 of The General Conditions of the Contract, the following insurance requirements must be satisfied. In the event of conflict between the insurance requirements within The General Conditions of the Contract and this Supplementary Instruction to Bidders, the requirements listed below shall govern.

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 of breach, failure or other default regarding the work by the Contractor, Subcontractors, 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) **Insurance Certificates.** The Contractor shall procure the insurance coverages identified below 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 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. Best Policyholders Rating and Financial Size Rating
- e. Description of policies
- f. Policy Number(s)
- g. Policy Period(s)
- h. Limits of liability
- i. Name and address of Owner as Certificate Holder
- j. Project Name and Number
- k. Signature of authorized agent of insurance company
- l. Telephone number of authorized agent of insurance company
- m. Mandatory thirty day notice of cancellation / non-renewal / change

(4) **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

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 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>
General Aggregate	\$2,000,000 per Project
Products, Completed Operations Aggregate	\$2,000,000 per Project
Personal and Advertising Injury	\$1,000,000 per Occurrence
Each Occurrence	\$1,000,000

(b) Additional Requirements for Commercial General Liability Insurance:

- (1) The policy shall name the Owner, Architect, and their agents, consultants and employees as additional insureds; state that this coverage shall be primary insurance for the additional insured; 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 owner, 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, and their agents, consultants, and employees as additional insureds.
- (4) **Builder's Risk Insurance**
 - (a) The Builder's Risk Policy shall be payable to the Owner and Contractor, as their interest may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.
 - (b) The policy shall be endorsed as follows:

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

 - (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or
 - (ii) Partial or complete occupancy by Owner; or
 - (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

C. **Subcontractors' Insurance**

- (1) **Workers' Compensation and Employer's Liability Insurance.**

The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.
- (2) **Liability Insurance**

The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability and Automobile Liability Insurance coverage 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.

XI. 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.

PROPOSAL FORM

To: Shelby County County Board of Education Date: _____

In compliance with your 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: New Portable Classrooms for Springville Elementary School and Margaret Elementary School,

Architect Job No. 22-68 in accordance with Drawings and Specifications, dated, May 11, 2022, prepared by

Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244, Architect.

The Bidder, which is organized and existing under the laws of the State of _____,

having its principal offices in the City of _____,

is: _____ a Corporation _____ a Partnership _____ an individual _____ (other)_____;

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if

Bidder is a corporation, list the names, titles and business addresses of its Officers:

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.

ALLOWANCES: The Bidder acknowledges by initials _____ that he/she has read Specification Section 01020 - Allowances and has included cost of same in bid.

ALABAMA IMMIGRATION LAW COMPLIANCE: The Bidder acknowledges by initials _____ that he/she will comply with H.B. 56 - Alabama Immigration Law Compliance.

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: N/A

UNIT PRICES: N/A

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 comply.

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

____ Bid Bond, executed by _____ as Surety,

____ 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)** _____ (Seal)

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

Telephone Number _____

Email Address _____

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

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

ACCOUNTING OF SALES TAX

Attachment to Proposal Form

To: St. Clair County Board of Education Date: _____
(Awarding Authority)

NAME OF PROJECT: New Portable Classrooms for Springville Elementary
and Margaret Elementary School

SALES TAX ACCOUNTING

Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	<u>ESTIMATED SALES TAX AMOUNT</u>
BASE BID:	\$ _____

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

Legal Name of Bidder _____

Mailing Address _____

* By (Legal Signature) _____

* Name (type or print) _____

* Title _____ (Seal)

Telephone Number _____

Email Address _____

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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User Notes:

(1933783162)

Signed and sealed this day of ,

	<hr/>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
<hr/>	<i>(Witness)</i>	<hr/>	<i>(Title)</i>
		<hr/>	<i>(Surety)</i>
<hr/>	<i>(Witness)</i>	<hr/>	<i>(Seal)</i>
		<hr/>	<i>(Title)</i>

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Init.



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1682798384)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.



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.

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO: 001	Distribution to:
		PERIOD TO:	OWNER: <input type="checkbox"/>
FROM	VIA	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
CONTRACTOR:	ARCHITECT:	CONTRACT DATE:	CONTRACTOR: <input type="checkbox"/>
		PROJECT NOS: / /	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	0.00
2. NET CHANGE BY CHANGE ORDERS	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	0.00
b. 0 % of Stored Material (Column F on G703)	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE	0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Continuation Sheet**

AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

PROGRESS SCHEDULE AND REPORT		CONTRACTOR:	DATE OF REPORT
PROJECT:			PROCEED DATE
B. C. NO.		ARCHITECT:	PROJECTED
PSCA NO.			COMPLETION DATE

#	WORK DIVISION	%	AMOUNT													
1	General Requirements															
2	Sitework															
3	Concrete															
4	Masonry															
5	Metals															
6	Wood & Plastic															
7	Thermal & Moist. Prot.															100%
8	Doors & Windows															90%
9	Finishes															80%
10	Specialties															70%
11	Equipment															60%
12	Furnishings															50%
13	Special Construction															40%
14	Conveying Systems															30%
15	Plumbing															20%
16	HVAC															10%
17	Electrical															0%
TOTAL ORIG. CONTRACT																
ANTICIPATED DRAW IN \$1000																
ACTUAL DRAW IN \$1000																

LEGEND: ANTICIPATED ACTIVITY

ACTUAL ACTIVITY

ANTICIPATED CASH FLOW

ACTUAL CASH FLOW

USE ADDITIONAL SHEETS IF JOB IS
SCHEDULED MORE THAN 12 MONTHS

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CHANGE ORDER INFORMATION: Change Order Number: Date:
OWNER: <i>(Name and address)</i>	ARCHITECT: <i>(Name and address)</i>	CONTRACTOR: <i>(Name and address)</i>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: Date:
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION
------------------------------	-----------	------------------------	--------------------------------

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

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

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

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

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

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

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
 not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

(Surety)

(Signature of authorized representative)

Attest:
 (Seal):

(Printed name and title)

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

(Contractor)

Contractor, has completed the Contract for (Construction) (Renovation) (Alteration) (Equipment)
(Improvement) of _____
(Name of Project)

at _____

(Insert location data in County or City)

for the State of Alabama and the (County) (City) of _____, Owner(s), and
have made request for final settlement of said Contract. All persons having any claim for labor,
materials, or otherwise in connection with this project should immediately notify

(Architect)

(Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding
\$50,000.00, for projects of less than \$50,000.00, run one time only. Proof of
publication is required.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(1143898273)

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(Topics and numbers in bold are Section headings.)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of 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 (other than the Work itself), but only to the extent caused by the 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 or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon 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, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party 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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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 (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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1.0 - GENERAL

1.1 Summary

- A. This Section includes administrative and procedural requirements for alternates.
 - 1. Before submitting proposals, Bidders shall read entire specifications, including all divisions, and familiarize themselves with requirements respecting all Alternates, and how each section of the work is affected by acceptance or omission of Alternates.
 - 2. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
 - 3. Bidders shall state on the Bid Form the amount to amend the Base Bid for making the following changes, including all incidental omissions, additions, and adjustments as may be necessary or required by such changes
- B. The Owner will award the Alternates in accordance with and as stated in The Instructions to Bidders and located at the front of this Project Specification Manual.
- C. Before signing the Contracts, the successful Contractor should be familiar with all Alternates and requirements. After signing the contracts there will be no allowance or extra compensation paid to the Contractor because of omission or ignorance of said requirements.

1.2 Definitions

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

1.3 Procedures

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.

1.4 Schedule:

A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

ALTERNATE PRICES ARE REQUIRED AS FOLLOWS:

None at this time.

END OF SECTION

1.0 - GENERAL

1.1 Related Documents

Drawings and general provisions of 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 governing handling and processing allowances.

Selected materials, services and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, services, and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order. **Allowances indicated shall be included in the Base Bid.**

B. Types of allowances required include the following:

1. Lump sum allowances.
2. Contingency allowance.

C. Procedures for submitting and handling Change Orders are included in the General Conditions of the Contract, Article 43.

1.3 Selection and Purchase

At the earliest feasible date after Contract award, advise the Architect of the date when the final selection and purchase of each service, product or system described by an allowance must be completed in order to avoid delay in performance of the Work.

A. When requested by the Architect, obtain proposals for each allowance for use in making final selections; including recommendations that are relevant to performance of the Work.

B. Purchase products and systems as selected by the Architect from the designated supplier.

C. Specific service providers, i.e., geotechnical and landscaping, shall be selected by the Owner.

1.4 Submittals

A. Submit proposals for purchase of products or systems included in allowances. Reduction and addition in allowances shall be in the form specified for Change Orders.

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 Contingency Allowances

- A. Use the contingency allowance only as directed for the Owner's purposes, and only by written approval which designate amounts to be charged to the allowance.
- B. **With the exception of quantity allowances, all allowances indicated are contingency allowances and therefore the Owner may transfer balances for other discretionary uses. Overhead and profit margins SHALL NOT BE ADDED to any amount drawn from original Allowance(s) regardless of the indicated use.**
- C. Invoicing Procedures:
1. Each contingency allowance shall be a "line item" on the Schedule of Values which is an attachment to the Application and Certificate for Payment.
 2. A copy of actual invoices paid by the Contractor and used against the respective Allowance(s), shall be included with the General Contractor's Application for Payment. This will allow all parties to know the remaining balance of Allowance(s) at all times.
 3. Overages:
Contractor shall submit to the Architect all costs associated with prior approved overages of Allowance(s). The Architect will prepare change order for these prior approved overages.
 4. Unused Balance:
Prior to final Application of Payment, Contractor shall submit total costs associated with Allowance(s). These costs should correspond with Schedule of Values from previous Applications for Payment plus any new charges. The Architect will prepare a change order to credit unused amounts. All 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%.

2.0 - PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 Inspection

Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 Preparation

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

3.3 Schedule of Allowances

None at this time.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary (Special) Conditions and Modifications and other Division - 1 Specifications Sections apply to work of the Section.

1.2 Project / Work Identification

Project name is New Portable Classrooms for Springville Elementary School and Margaret Elementary School

A. Base Bid Requirements:

1. In general, the project shall consist of new portable classroom and associated site construction plus electrical work as required to perform the work under this Contract for the St. Clair County Board of Education and to properly join, connect and finish the new work to bring all to final, finished completion in first class manner ready for use by the Owner, all in strict accordance with Contract Documents including plans and specifications as prepared by Lathan Associates Architects, P. C., Hoover, Alabama; and shall include the furnishing of all labor, materials, equipment and services necessary for the proper completion of the building and other work as called for in the drawings and / or specifications dated May 11, 2022.
2. The Base Bid shall include all work shown or specified.
3. It is the intent and requirement under this Contract to accomplish all demolition and preparation necessary to perform the Work under this Contract and to properly join, connect and finish the new work to bring all to final, finished completion in first class manner ready for use by Owner.

B. Contractor's Duties: Except as specifically noted provide and pay for:

1. Labor, materials, and equipment.
2. Tools, construction equipment and machinery.
3. Water, heat, conditioning, and utilities required for construction shall be provided by the Contractor.
4. Other facilities and services necessary for the proper execution and completion of the Work. Including hoist if same required for access to site. Provide own telephone service and sanitary portable toilet facilities.
5. Secure and pay for permits, impact fees, government fees, and licenses. This will include, but not be limited to, all permits required by ADEM and the U.S. Army Corp of Engineers and all fees required by local authority.
6. Give required notices.
7. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of the Work.
8. Promptly submit written notice to the Architect of observed variance of

Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.

9. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned tasks. **Smoking is prohibited on site.**
10. **Comply with Owner's Covid-19 safety measures, and requirements.**
11. It is intended that all items and systems shown or specified be furnished and installed complete and fully operational when all work is in place and in use. Where more than one trade is involved, the General Contractor shall be responsible for coordination and resolution of disputes between his subcontractors and material suppliers regarding responsibility for furnishing and installing individual parts, systems, materials, connections, proper separation, hardware, adapters, surface preparation, relationship conflicts, supports, blocking and all similar items required for the complete and fully functional weathertight installation of the work.

C. Related Contract Documents:

Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:

1. Existing site conditions and restrictions on use of the site.
2. Alterations and coordination with existing work.
3. Work to be performed concurrently by the Owner.
4. Work to be performed concurrently by separate contractors.
5. Work to be performed subsequent to work under this Contract.
6. Equipment / Material assigned as work of the Contract.
7. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.
8. Safety for and protection for occupancy, operation of existing facilities and construction to remain.

D. Summary by References:

Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary (Special Requirements) Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of the project manual and including, but not necessarily limited to, printed material referenced by any of these.

It is recognized that 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.

- E. The Owner may provide certain items of furniture, equipment, etc. Coordinate for utility rough-in and / or installation.

1.3 Contractor's Use of Premises:

A. General:

During the entire construction period the Contractor shall have the exclusive use of that portion of the phased contract work limits for construction operations, in accord with approved phasing plan schedule.

The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

Use of the Site:

Confine operations at the site to the areas and limits permitted under the Contract and by law, ordinances, permits, and special conditions and special project procedures and coordination sections of the documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

1. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.
 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site. Storage of material in the phased contract work limits shall be confined to noncombustible / non-hazard material that is scheduled for immediate use (no longer than 24-hour storage).
 3. Lock 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. Release hydraulic pressure when equipment is not in use. All vehicles delivering materials to the site shall be manned at all times, no exception.
- B. Confine operations at site to areas and limits permitted by law, ordinances, permits, Contract Documents and SUPPLEMENTARY CONDITIONS.
- C. Assume full responsibility for insurance, protection and safekeeping of products stored on premises.
- D. Coordinate with the Owner and schedule deliveries and unloading to prevent traffic congestion blocking of access or interference with Work. Arrange deliveries to avoid larger accumulations of materials than can be suitably stored at site.
- E. Contractor to pay for, or satisfactorily repair, all damages incident to their Work, to sidewalks, streets, other public or private property, or to any public utilities occurring during period of work under Contract.
- F. Owner furnished and installed items that may require coordination between this General Contractor and Owner assigned agent. Contractor should also verify requirements for utility rough-ins for Owner furnished equipment.
- G. Contractor shall maintain all existing adjacent building exits passable for emergency pedestrian egress.

H. Comply with Owner's Covid-19 safety measures, and requirements.

1.4 Owner Occupancy / Partial Owner Occupancy:

The Owner reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.5 Alterations and Coordination:

A. General:

The work of this contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

B. Alterations:

Where applicable, requirements of the Contract Documents apply to alteration work in the same manner as to new construction.

C. General:

To expedite delivery and for other purposes in his own best interests, the Owner, before the date of the Contract, may negotiate purchase orders or make other commitments with supplies of material and equipment to be incorporated into the work by the Contractor. These purchase orders and commitments will be assigned to the Contractor for installation.

1.6 Miscellaneous Provisions (to include, but not be limited, by the following):

A. Provide all rough-in and utility connections for all Owner Furnished Equipment and all new plumbing fixtures, new kitchen equipment and for all new electrical fixtures, switches and outlets, etc.

B. Complete Plumbing, Heating, Ventilating, Air Conditioning, and Electrical systems.

C. Preparation of new finishes as called for in Finish Schedule and related specified Sections.

D. Rework and refinish those areas including ceiling tile and grid disturbed by work of Divisions 15 and 16, cutting and patching as required for these specifications. Strict coordination with the Architect and Owner's assigned project representative is mandatory.

E. Mechanical / Electrical Requirements of General Work:

1. General:

Except as otherwise indicated, comply with applicable requirements of Division 15 Sections for mechanical provisions within units of general (Division 2 - 14) Work. Except as otherwise indicated, comply with applicable requirements of Division 16 Sections for electrical provisions within units of general (Division 2 - 14) Work.

Service Connections: Refer to Division 15 and Division 16 Sections for the characteristics of the mechanical and electrical services to be connected to units of general work. Provide units manufactured or fabricated for proper

connection to and utilization of available services.

Except as otherwise indicated, final connection of mechanical services to general work is defined as being mechanical work, and final connection of electrical services to general work is defined as electrical work.

2. Electrical Requirements:

Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA), for electrical components of general work. Provide Underwriters Laboratories listed and labeled products where applicable. See Division 16 and electrical drawings.

F. Performance Requirements for Completed Work

The Contract Documents indicate the intended occupancy and utilization of the building and its individual systems and facilities. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization. In addition to the requirement that every element of the work comply with applicable requirements of the contract documents, it is also required that the work as a whole comply with the general building performance requirements.

1.7 Utilities for Construction:

Make all arrangements necessary to connect to all utilities required to accomplish work under this contract. The Contractor will be solely responsible for connection to utilities required for construction of this Contract.

A. The Owner shall pay for water and electricity usage bills required for normal construction purposes.

B. The contractor shall provide reasonable heat, cooling and ventilation within the building as required until the mechanical system has been completed, connected and in operation in the normal sequence of construction. This is not "in addition" to any normal requirement for heating, cooling, and ventilation under this Contract, but is to clarify that a subcontractor or a Separate Contractor may benefit from the existence of these systems.

C. Temporary Electrical Lighting and Power:

Until permanent electrical power is installed and until the building lighting fixtures are installed in the normal sequence of construction, the General Contractor will make available in each general area of the contract work, outlets to which the Separate Contractors may connect for temporary lighting and single-phase electrical power. The General Contractor will pay all costs for this temporary utility extension and remove this temporary source when permanent electrical lighting and power outlets are installed. When, in the normal sequence of construction, the building lights are installed and connected and the building electrical outlets installed, the use of these shall be available for use by the subcontractor and/or Separate Contractors at no cost to them. All temporary electrical lighting and power for Separate Contractors shall be single phase, except the General Contractor will provide sufficient three-phase service as required for the operation and testing of certain items of Equipment, such as food service equipment. Verify all electrical service and phasing prior to construction.

1.8 Requirements of Separate Contractors will be as follows:

A. Separate Contractors to enter the building site to accomplish his work at the approval of the building General Contractor shall cooperate and coordinate with the

General Contractor and shall be subject to the General Contractor as to schedule and locations within the site for him to accomplish his work. The General Contractor is responsible for and is in charge of the building site.

- B. The Separate Contractor is entitled to storage, access, and workspace inside the building in the same manner and subject to the same conditions and requirements as subcontractors for the building contract. The Separate Contractor will be advised of the availability of storage space (location coordinated by the General Contractor), and of responsibility to vacate and clean in time for final finish work.
- C. Separate Contractors are liable for any damage to the building. The Separate Contractor shall immediately make good any stain, harm or damage to the building caused by his forces. Most particularly, his attention is directed to need for caution in not damaging ceiling tile and wall finishes. Before final payment will be made to a Separate Contractor, he must have settled with the building General Contractor for any damage done.
- D. Separate Contractor must provide own toilet and telephone facilities (or make arrangements with the General Contractor as to pay rent for his share of cost).
- E. Separate Contractor to make provisions for his own safety and to accomplish his work in compliance with all National and Local Safety Regulations.
- F. Remove own trash and debris; each Separate Contractor to completely remove all trash and debris, caused by his work, from the building, and from the site.
- G. Do not allow dust to be exhausted through mechanical system.
- H. This Contractor to clean building exterior and interior as outlined in Section 01700-CLEAN UP.

1.9 Quality Control

- A. Shop Drawings and Product Approval:
Compliance with Shop Drawing checking by the Contractor then submittal for approval to the Architect as required by GENERAL CONDITIONS and SUBMITTALS - SECTION 01350.
- B. Material Approval:
Compliance with SUBMITTALS - SECTION 01350 for submittal of products for approval by Architect before delivery of same to jobsite.
- C. Qualifications of Workmen:
In acceptance or rejection of the work of the Sections specified herein, and in particularly that work involved with the application of finish materials, the Architect will make no allowance for lack of skill on the part of the workmen.
- D. Special Inspections:
Compliance with special inspection requirements of the International Building Code is the responsibility of the General Contractor.

1.10 Patch and Repair Work:

Patch and Repair work under this Contract (in addition to work specified and indicated on the drawings) shall include, but not be limited to, the following:

Maintain fire integrity of walls, floors, ceilings and structure where piercing or openings are made. Use safing material as specified herein for approved UL poke-through applications.

1.11 N.I.C. Items:

Items noted as Not In Contract (N.I.C.) are to be furnished by Owner.

END OF SECTION

SPECIAL PROJECT REQUIREMENTS - SECTION 01030

The Instructions to Bidders, General Conditions, Modified General Conditions and Special Project Requirements as set forth herein are applicable to the work under every Division and Section of these Specifications.

TIME FOR COMPLETION

All work under this Contract shall be complete and ready for Owner occupancy by July 31, 2022. The work under this contract shall commence within Ten (10) calendar days from date of Notice To Proceed.

TIME IS OF THE ESSENCE

The Owner must occupy the work within the completion time indicated herein. Delivery time for equipment and material provided under this contract shall include lead time for storage and ready installation within time limits of the work. Coordination of Owner furnished / Contractor installed equipment and/or materials shall be considered within time limits of the work.

BID GUARANTY

The base bid proposal shall be guaranteed for a period of Sixty (60) days after date of proposal. Alternate proposals (additive or deductive), if requested, shall be guaranteed for a period of Ninety (90) days after date of signing contract. Unit prices, if requested, shall be guaranteed until the date of final acceptance of the project by the Owner. Upon receipt of the drafted construction contract, the contractor shall have no more than fourteen (14) days to execute and return the construction contract to the architect with all supporting documentation in correct order.

INSURANCE

All projects require Builder's Risk Insurance

OWNER

All papers shall be delivered to the Owner, unless otherwise specified in writing to the Contractor. Wherever the term "Owner" is used in the Specification it shall refer to:

ST. CLAIR COUNTY BOARD OF EDUCATION
410 ROY DRIVE
ASHVILLE, AL 35953

ARCHITECT

Wherever the term "Architect" is used in the Specifications, it shall refer to:

LATHAN ASSOCIATES ARCHITECTS, P. C.
300 CHASE PARK SOUTH, SUITE 200
HOOVER, ALABAMA 35244

who by contract with the Owner, is authorized to prepare all drawings, details, and specifications for this work.

After the award of this contract, supervision of the work will be performed by the aforementioned Architect, his duly authorized representatives, or his duly appointed successor as may be designated in writing to the Contractor by the Owner.

APPLICABLE CODES AND AUTHORITIES

A. Codes

1. The work of this project shall be in accordance with the 2015 Edition, International Building Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, 2015 International Fire Code, 2014 National Electrical Code, 2013 National

Fire Alarm and Signaling Code (NFPA 72)n 2014 ACC/NSSA Standard for the Design and Construction of Storm Shelters, (ANSI/ASHRAE/IESNA Standard 90.1 – 2013 Energy Standard for Buildings, and ADA Standards for Accessible Design - 2010, as well as with other applicable codes, laws and ordinances.

2. Promptly notify the Architect, in writing, if any of the contract documents are in conflict or variance with applicable codes, laws and ordinances. All changes will be made by written addenda or modifications.

B. Authorities, including but not limited to:

1. Alabama Manufactured Housing Authority
2. City and/ or County Building Department
3. Alabama Department of Environmental Management (ADEM)
4. US Army Corps of Engineers
5. Secure and pay for permits, impact fees, government fees and licenses. This will include, but not be limited to, all permits and/or fees required by ADEM, State of Alabama and the U.S. Army Corp of Engineers.

- C. If any work is performed knowing it to be contrary to such codes, law, ordinances, rules and regulations and without notice to the Architect, the Contractor assumes full responsibility therefore and shall bear all costs for compliance thereto.

FIRE ALARM REQUIREMENTS

The Certified Fire Alarm Act requires that every business who installs fire alarm systems in commercial occupancies must be licensed as a Certified Fire Alarm Contractor. The contractor must have a NICET Level III Technician in a position of responsibility, and the license will be issued in the name of the certificate holder and the contractor. The Certified Fire Alarm Act also requires that technicians working for the Certified Contractor must hold a current NICET Level II or equivalent certification. Contractors wishing to bid on fire alarm work must show evidence at the pre-bid conference that he/she meets the certification requirements of the Act and holds a permit issued by the State Fire Marshal.

Act 2009-657, effective August 1, 2012, requires fire alarm contractors to be permitted through the State of Alabama Fire Marshal's Office. In accordance with §34-33A-9, if a fire alarm contractor is going to do work in State of Alabama, the contractor must deliver to the local building official a copy of their State Fire Marshal's Fire Alarm Permit. In addition, the DCM requires the following:

1. For work involving fire alarm systems, General Contractors must submit a copy of the fire alarm contractor's State Fire Marshal's Fire Alarm Permit at the same time as submission of the subcontractor and supplier list to the lead design professional, which is required within 24 hours after receipt of bids. The architect or engineer shall reject fire alarm contractors who cannot provide a copy of the required permit.

NONRESIDENT BIDDERS

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

PRE-CONSTRUCTION CONFERENCE

A conference shall be held at the job site no later than two weeks following the date of "NOTICE TO PROCEED". The purpose of this conference is to define the duties and responsibilities of the Architect, Owner and Contractor. All forms, procedures, schedules and other pertinent requirements will be discussed.

LIST OF SUBCONTRACTORS AND PRINCIPAL MATERIAL SUPPLIERS

A copy shall be prepared by the successful Contractor and delivered to Architect within **Twenty-Four (24) hours after bid**. List shall show following information on each Subcontractor and/or Supplier:

- A. Name of Subcontractor and/or Supplier
- B. Complete mailing address
- C. Telephone Number
- D. Person to contact and position in organization
- E. Scope of Work to be performed by Subcontractor and percent of total contract.
- F. For work involving fire alarm systems, General Contractor's must submit a copy of the Fire Alarm contractor's State Fire Marshall's Fire Alarm Permit at the same time as submission of the subcontractor and supplier list to Architect. The architect or engineer shall reject fire alarm contractors who cannot provide a copy of the required permit.

This list may also be emailed to submittals@lathanassociates.com.

PROGRESS SCHEDULES AND CHARTS

One hard copy prepared by Contractor and delivered to Architect at beginning of job. Five (5) additional copies must be submitted with each monthly request for payment showing actual progress. The schedule shall be in the form of an Analog Bar Chart Schedule of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the Chart his actual progress, preferably at the end of each week, but in any event, at the end of each month, and deliver to the Architect five (5) copies thereof and attach one to his monthly Application for Partial Payment.

CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
 - 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicated graphically sequences necessary for completion of related portions of the work.
 - 5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

B. Work Stages

Indicate important stages of construction for each major portion of the work, including testing and installation.

C. Cost Correlation

At the head of the schedule, provide a two-item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution

Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

When revisions are made, distribute 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 construction activities.

E. Schedule Updating and Progress Photographs

Revise the schedule after each bi-weekly meeting or activity, where revisions have been recognized or made. Issue the copies of updated schedule concurrently with progress photographs and report of each meeting to the Owner and Architect.

NOTICE OF SALES AND USE TAX EXEMPTION

The Owner is a tax-exempt agency. Materials incorporated into the Work are exempt from sales and use tax, therefore Contractor shall NOT include sales and use taxes in his Bid. Pursuant to Alabama Act No. 2013-205 (effective 5/9/2013), Contractors bidding the Work shall be required to attach "Accounting of Sales Tax" Form to their Bid. **FAILURE OF THE CONTRACTOR TO COMPLETE THIS ATTACHMENT TO BID PROPOSAL FORM INDICATING THE SALES TAX AS REQUIRED BY ACT 2013-205, SECTION 1 (g) SHALL RENDER THE BID NON-RESPONSIVE.**

It shall be the responsibility of the successful Contractor and any Subcontractor working under the same contract to apply for a Certificate of Exemption from the Alabama Department of Revenue for this specific project and to comply with all ADOR rules and regulations. The Owner shall not consider claims for additional costs resultant of the Contractor's or its subcontractors' failure to comply with such rules and regulations.

However, the Owner may elect to issue Form ST: PAA1 Purchasing Agent Appointment which appoints the Contractor as Agent to purchase materials Tax-Exempt. In this case, invoices must be transmitted for direct payment by the Owner.

DAMAGE TO PROPERTY

- A. The Contractor shall be solely responsible for all work of this contract prior to such work achieving official Substantial Completion; and for providing adequate insurance, including: project specific Builder's Risk Insurance and Flood Insurance to cover the following:
 1. Any damage to or loss of stored materials.
 2. Any damage to or loss of in-place work.

3. Any damage to or loss of any portion of on-site or off-site property, existing or new, resulting from failure of or omission of protective measures; or caused by the work of this contract, including but not limited to: property, furnishings, contents or loss of revenue.

The Contractor shall be further responsible for promptly correcting or remedying of any such damage or loss; and shall exercise all reasonable measures to minimize any resulting delays to the project's original completion schedule.

- B. Damaged work shall be considered Defective Work.

INSPECTIONS

Scheduling - The contractor will contact the architect by e-mail at inspections@lathanassociates.com of the date the project will be ready for an inspection.

- The Architect will schedule the first available date for the inspection. Inspections must be requested minimum 14 days in advance.
- Cancellations of any scheduled inspection must be received in writing by e-mail no less than 48 hours prior to the scheduled inspection. If an inspection is cancelled, it will be rescheduled subject to the Inspector's availability.
- If an inspection is cancelled less than 48 hours prior to the scheduled inspection, there may be a re-inspection fee of \$1,500 charged to the General Contractor.
- If an inspection is held and the project is not deemed ready for inspection or it does not pass the inspection, a re-inspection fee of \$1,500 may be charged to the General Contractor.

Minimum Requirements - The following minimum requirements listed below are provided to aid the contractors and architect in determining if a project is ready for a required inspection.

- Pre-Construction Conference
 - Required Attendees: Contractor, Owner, Architect, Major Subcontractors
 - Inspection Requirements:
 - Signed construction contract
 - Fire Alarm Contractor's Certification (from State Fire Marshal)
 - ADEM permit, if more than 1 acre of land is disturbed
- Life Safety Inspections and Final Inspections
 - Required Attendees: Contractor, Owner, Architect, Engineers, Major Subcontractors, Local Fire Marshal (If required)
 - Inspection Requirements:
 - Fire alarm certification
 - Emergency and exit lighting tests
 - Fire alarm must be monitored
 - Must have ADA access completed
- Year-End Inspections
 - Required Attendees: Contractor, Owner, Architect, Engineers, and /or Major subcontractors may also be required to attend
 - Inspection Requirements:
 - Owner 's list of documented warranty items

MATERIALS

ALL MATERIALS FOR THIS PROJECT SHALL BE ASBESTOS FREE.

PROTECTION OF WORK AND PROPERTY

Contractor shall confine his operations to the project work limits of this contract and shall maintain required exit and fire safety requirements as well as Owner's security requirements. Protect adjoining spaces and cause no damage to same; any damage to be immediately repaired.

A. Protection of Work and the Public

Provide adequate protection, in full accordance with local, State and Federal regulations, for the work in progress as well as for the public and others using the site, until the completion of all work.

Provide suitable signs, signals and barricades against trespassing by individual and take whatever steps necessary or required by law to protect workers and public from harm. Protect the work and the public from damage of any kind during all operations. Methods described herein are minimum standards acceptable except where exceeded by Federal, State or local requirements.

B. Safety and Traffic Control Devices During Construction

1. Within the limits of area designated for work under this contract, and any staging or traffic areas, this Contractor shall furnish, install, and maintain all safety and traffic control devices during the construction period as described herein, and as required by law.
2. All safety and traffic control devices shall be in compliance with Federal, State and local laws and regulations, and to the requirements and approval of applicable local officials, State Highway Department and the Architect.
3. Wherever the work affects the normal flow of vehicular or pedestrian traffic, traffic control devices shall be in accordance with requirements and standards as set forth in the "Manual on the Uniform Traffic Control Devices for Streets and Highways", latest edition, as published by U.S. Department of Transportation, Federal Highway Administration, and Section "G" of the Alabama Manual on Uniform Traffic Control Devices, Volumes I and II, latest edition.
4. Traffic Control Devices. Traffic control devices shall be installed at the inception of the construction operations and shall be properly maintained during the periods of construction. They shall remain in place only as long as they are needed and shall be removed immediately thereafter.
5. All traffic control devices must be approved by the City, County and by all affected enforcing agencies.
6. Protective Construction Site Barricade
 - a. Requirements: Contractor shall furnish, install, and maintain throughout the life of the Contract, all necessary barricades, covers, scaffold guards, warning signs, warning lights, channelization markers and other protective devices, all as required by Owner, local rules, regulations and ordinances, and as necessary to protect the work from trespassing.
 - b. Barricades, enclosing devices, and warning lights may be standard rental items of equipment in compliance with these requirements; and shall be of

a type that affords security, is quite visible and is easily moved.

- c. Materials for use in construction of site barricades and other protective devices shall be of new exterior plywood and not less than #2 pine structural lumber, all of good appearance, sound, square, straight, in line, braced and well-constructed. All materials, except those to be walked on, shall be painted.
- d. Move barricades from one area to the next as the work progresses. Remove all upon completion.
- e. Lighting on Barricades: Furnish and install traffic warning lights or barricades, in areas of vehicular traffic. Install yellow traffic signal lamps complete with all wiring, switches, disconnects, fusing, sockets, guards and hanging provisions. These lights shall be turned on during all hours of darkness (dusk to dawn). Maintain in service during the construction period; move forward as site of work moves. Remove all upon completion of work.
- f. See also erosion control requirements of Earthwork Section 02300.
- g. **Unauthorized visitors not permitted within working and storage areas.** OSHA approved suitable personal safety devices are to be provided for authorized visitors within working areas. Suitable fire extinguishing equipment, readily accessible from any part of the work, to be provided and maintained. Erect any and all required additional protective barriers, lights, etc., as necessary for safety and protection. Keep area of work closed off when not in use.

C. Utilities

- 1. The Owner shall pay for electricity and water usage required for normal construction purposes.
- 2. Other utility bills caused by work of the contract are to be paid by Contractor as outlined in the SUMMARY OF THE WORK. Contractor to provide own telephone, temporary heat and pay costs for same. Contractor to pay for any sewer impact fee as related to this project. All project related sanitary conditions are the responsibility of the Contractor.
- 3. Contractor must investigate and verify the existence and location of all site utilities in the field before starting work. Flag on site all underground service lines in the construction area. Notify the Architect of any condition which, in the Contractor's opinion, may interfere with the completion of work as designated. Excavating in the vicinity of existing utilities shall be done carefully and by hand. Maintain and protect existing utilities.
- 4. The Contractor is responsible for all temporary utility connections to utilities.

D. Protection of Materials

Properly and effectively protect all materials and equipment, before, during and after their installation. Contractor will be allowed to store materials, equipment, etc., on the site. Security of the area(s) will be the sole responsibility of the Contractor. **Protect materials such as insulation and insulated duct from rain exposure.**

E. Watchman

The Contractor, at his own expense and option, may employ a watchman at such time as he deems necessary to protect his work and/or materials.

DAMAGE TO PROPERTY

The contractor will be responsible for, and insure against, any damage to property, furnishings, and/or loss of revenue resulting from any damage to any part of the existing property caused by the work of this Contract.

SPECIAL SAFETY REQUIREMENTS

All exitways shall be maintained free and clear of all stored materials, debris, etc.

No combustible construction materials shall be stored in the Project area after the day's work is complete. Remove any potentially hazardous materials immediately to prevent any fire hazards which may result from the construction of this Project. In addition, precautions shall be made by the General Contractor to prevent any other activities at the site which may constitute a fire hazard.

In addition to any portable fire extinguishers existing in the building, the General Contractor shall provide additional fire extinguishers during the construction as required.

Refer to the General Conditions for additional safety requirements.

USE OF PREMISES, SANITARY PROVISIONS

Refer to SECTION 01035, SPECIAL PROJECT PROCEDURES, for use of premises, sanitary provisions which are specifically related to this project. Note that sanitary conditions are the responsibility of the Contractor.

All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security or evacuation requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

USE OF OCCUPIED PREMISES

During execution of this Contract, clear passages must be maintained as described along corridors. Owner will endeavor to keep personnel and visitors from work areas, but it will be the Contractor's responsibility to enforce all safety precautions.

CUTTING AND PATCHING

All excavation and cutting of new work to accomplish the work shall be by the respective trades. It is to be noted that Divisions 15 and 16 each are required to perform the necessary cutting of floors, walls, ceilings as necessary to install the work of their trade, all under the direct supervision of the General Contractor and in accordance with the construction schedule. The General Contractor is responsible for the repair, replacement and finish of pavement, roofs, floors, walls and ceiling (all finish work); and same shall be accomplished by competent workmen and finish up in a neat manner, by craftsmen skilled in their work, all to be equal in quality and appearance of adjacent work. Finished installation shall comply with specified tolerances and finishes. The Contractor shall not cut, excavate, or otherwise alter any work in a manner or by a method or methods that will endanger the work, adjacent property, workmen, the public or the work of any other Contractor.

In acceptance or rejection of the work of the Sections involved in the application of finish materials, the Architect will make no allowance for lack of skill on the part of the workmen.

When necessary to cut, or alter completed work to accommodate subsequent work, the Contractor performing the work previously in place shall do such cutting and repairing.

Cost of cutting and repairs necessitated by fault of negligence, or for other reasons, shall be borne by the Contractor at fault in requiring such work.

If a Contractor or Subcontractor fails to do necessary cutting or fails to have restored any work of others damaged by him, for a period of time causing delay in project construction, the Owner may do so and cost thereof shall be charged to the General Contractor.

Cutting of structural members will not be permitted.

FIRE INTEGRITY OF CONSTRUCTION shall be maintained whenever components of rated assemblies are penetrated, jointed, cracked or compromised in any way either intentionally or unintentionally; including, but not limited to walls, floors, ceilings and caps. Rated walls shall extend and key to floor, cap assembly or roof deck above using consistent materials.

Openings for "poke-through" pipe, conduit, etc., penetrations shall be of minimum size in accordance with UL published requirements for maintaining integrity of rated construction and fire sealed properly. Mortar or concrete in contact with copper will not be accepted. Expansive spray foam fill which is combustible shall not be allowed.

Opening shall be sealed full thickness of penetration, (i.e., grout solid up to within one (1) inch of finish surface then seal with rated sealant material). Any and all pipe and conduit penetrations of a finished wall, floor or ceiling materials shall be finished out with an approved escutcheon plate. Any penetration of rated walls or ceilings by mechanical ductwork shall be protected by use of rated fire damper system at point of penetration. Provide for collars as required at point of penetration through rated construction. Contractor shall provide fire integrity sign on rated wall construction (above ceiling) lines in accordance with the building code, and as outlined in PAINTING - SECTION 09910.

USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

- A. Contractor agrees to permit Owner to use and occupy portions of building or Project before formal acceptance by Owner, provided that Owner:
 - 1. Secures written consent of Contractor (except in event that in the opinion of Architect, Contractor is chargeable with unwarranted delay in final completion of contract requirements).
 - 2. Secures endorsement from insurance carrier and consent of the surety, permitting occupancy and use of portions of project during remaining period of construction.
- B. Use and occupancy prior to formal acceptance shall not relieve Contractor of his responsibility to maintain insurance coverage, as called for in specifications, for benefit of Owner, Owner's Agent, Contractor, and all Subcontractors until Project is completed and accepted by Owner. However, use and occupancy of any area by the Owner prior to project completion shall mean partial acceptance of that area and any equipment within that area used by the Owner, thereby requiring a substantial completion agreement between the Owner and the Contractor for said area and equipment.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary Conditions (plus modifications thereto), and other Division 1 Specification sections, apply to work of this section.

1.2 Description of Work

Minimum administrative and supervisory requirements necessary for coordination of work on the project include, but are not necessarily limited to, the following:

- A. Coordination and meetings.
- B. Administrative and supervisory personnel.
- C. Surveys and records or reports.
- D. Limitations for use of site.
- E. Special reports.
- F. General installation provisions.
- G. Cleaning and protection.
- H. Conservation and salvage.
- I. Special Inspections.

1.3 Coordination and Meetings

A. General

Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.

B. Coordination Drawings

Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate sequence for installation.

C. Bi-Weekly Coordination Meetings

Hold bi-weekly general project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

- D. At Contractor's option, bi-weekly coordination meetings can be held integrally with progress meetings.

1.4 Administrative / Supervisory Personnel

A. General

In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.

- B. Project Coordinator
Provide a full-time Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installation, protection of each other's work, cutting and patching, tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, tests, temporary facilities and services, scheduling and sequencing of mechanical / electrical work, integration of work placed into limited spaces available for mechanical / electrical installations, each trades' protection of work by other trades and preparation of mechanical / electrical coordination drawings.

1.5 Surveys and Records / Reports

- A. General
Establish markers to set lines and levels for work as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use.
- B. Survey Procedures
Before proceeding with the layout of actual work, verify the layout information shown on the drawings, in relation to the existing partitions and conditions. As work proceeds, check every major element for line, level and plumb. Maintain a record of such checks; make this record available for the Architect or Engineer. Record deviations from required lines and levels and advise the Architect or Engineer promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on record drawings.

1.6 Limitations on Use of the Site

- A. General
Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- B. See also specific requirements of SECTION 01030 - SPECIAL PROJECT REQUIREMENTS and SECTION 01035 SPECIAL PROJECT PROCEDURES.

1.7 Special Reports

- A. General
Submit special reports directly to the Owner through the Architect within one day of an occurrence. Submit a copy of the report to the other entities that are affected by the occurrence.
- B. Reporting Unusual Events
When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or affects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

C. Reporting Accidents

Prepare and submit reports of significant accidents at the site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

2.0 -PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 General Installation Provisions

A. Pre-Installation Conferences

Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in, or affected by, that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect / Engineer of scheduled meeting dates.

1. At each meeting review progress of other work and preparations for the particular work under consideration including specific requirements for the following:

Contract documents.
Options.
Related change orders.
Purchases.
Deliveries.
Shop drawings, product data and quality control samples.
Possible conflicts and compatibility problems.
Time schedules.
Manufacturer's recommendations.
Compatibility of materials.
Acceptability of substrates.
Temporary facilities.
Space and access limitations.
Governing regulations.
Safety.
Inspection and testing requirements.
Required performance results.
Recording requirements.
Protection.

2. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect / Engineer.
3. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.

B. Installer's Inspection of Conditions

Require the Installer of each major unit of work to inspect the substrate to receive

work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

C. Special Inspections

Coordinate and schedule for Special Masonry Inspections with Masonry Contractor and Owner's Inspector as required to comply with current Building Codes. All grout placement for CMU walls shall be witnessed by the Special Inspector.

D. Manufacturer's Instructions

Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than the requirements indicated in the contract documents.

E. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.

F. Provide attachment and connection devices and methods for securing work. Secure work true to line and level and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect / Engineer for final decision.

G. Recheck measurements and dimensions of the work as an integral step of starting each installation.

H. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.

I. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.

J. Mounting Heights

Where mounting heights are not indicated, mount individual units of work at industry recognized standard and A.D.A. acceptable mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect / Engineer for final decision. For mounting heights on Owner Furnished Equipment, Contractor shall obtain accurate information from data supplied by Owner or from field measurements of actual equipment to be relocated and installed.

3.2 Cleaning and Protection

A. General

During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.

B. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure proper operation without damaging effects.

C. Limiting Exposures of Work

To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that

none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation, to the following:

Excessively high or low temperatures.

Thermal shock.

Excessively high or low humidity.

Water or ice.

Solvents.

Chemicals.

Electrical current.

Incompatible interface.

Misalignment.

Unprotected storage.

Theft.

Vandalism.

3.3 Conservation and Salvage

It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and General Provisions of Contract, including General and Supplementary Conditions (plus modifications thereto), and other Division 1 Specification Sections, apply to work of this Section.

1.2 Description of Requirements

A. Definition

"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.

1. "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.

2. Cutting and patching performed 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".

B. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

Unless otherwise specified, requirements of this section apply to mechanical and electrical work. Refer to Division 15 and Division 16 Sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

1.3 Quality Assurance

A. Requirements for Structural Work

Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

B. Before cutting and patching the following categories of work, obtain the Architect / Engineer's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.

1. Structural steel.
2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories or work.
3. Structural concrete.
4. Bearing walls.
5. Structural decking.
6. Exterior wall construction.
7. Piping, ductwork, vessels and equipment.
8. Structural systems of special construction, as specified by Division 13 Sections.

C. **Where new work is indicated to interface with an existing roofing system or other systems potentially under current warranty, the Contractor shall coordinate as required to verify and provide new work in such manner and with such resources as to maintain the Owners current warranty accordingly without compromise.**

D. Operational and Safety Limitations

Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

E. Before cutting and patching the following elements of work, and similar work elements where directed, obtain the Owner's approval through the Architect / Engineer to proceed with cutting and patching as proposed in the proposal for cutting and patching. Note fourteen (14) day prior notice requirement of Owner.

1. Primary operational systems and equipment.
2. Noise and vibration control elements and systems.
3. Control, communication, conveying and electrical wiring systems.

F. Visual Requirements

Do not cut and patch work exposed on the building's exterior or in its occupied spaces in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

1.4 Submittals

A. Procedural Proposal for Cutting and Patching

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 applicable, in the submittal:

1. 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.
2. List products to be used and firms that will perform work.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted. Request day and time desired for disruption of services.
5. Where cutting and patching structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
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.

2.0 - PRODUCTS

2.1 Materials

Except as otherwise indicated, or as directed by the Architect / Engineer, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing 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.

3.0 - 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.
- B. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts 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.
- C. 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.
- 3. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or

abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

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 removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
5. 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.
6. Patch and repair existing plaster / gypsum board ceilings as necessary to provide an even plane surface of uniform appearance.

3.4 Cleaning

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 SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary (Special) Conditions, and modifications thereto, and other Division 1 Specifications Sections, apply to work of this Section. See Special Project Requirements Section 01030 for pre-installation meetings and pre-finishes meeting.

1.2 Description of Requirements

A. General

Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

B. Definitions

The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect or Engineer.

1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products and fabrication of customized work. These requirements also cover quality control of the installation procedures.
2. Inspection, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.
3. Requirements for the Contractor to provide quality control services as required by the Architect / Engineer, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 Responsibilities

A. Testing

Owner shall employ and pay for testing services except where tests are specifically indicated as being the contractor's responsibility.

B. Re-Test Responsibilities

Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance or related work with the requirements of the Contract Documents, then re-tests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Re-testing of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

C. Responsibility for Associated Services

The Contractor is required to cooperate with the independent agencies performing required inspections, tests, and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include, but are not necessarily limited to, the following:

1. Providing access to the work.
2. Taking samples or assistance with taking samples.
3. Delivery of samples to test laboratories.
4. Security and protection of samples and test equipment at the project site.

D. Coordination

The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition, the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

1.4 Quality Assurance

Qualification for Service Agencies: Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.5 Submittals

A. General

Refer to Division - 1 Section of "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test, or similar service, directly to the Architect / Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test, or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

B. Report Data

Written reports of each inspection, test or similar service shall include, but not be limited to, the following:

1. Name of testing agency or test laboratory.
2. Dates and locations of samples and tests or inspections.
3. Names of individuals making the inspection or test.
4. Designation of the work and test method.
5. Complete inspection or test data.
6. Test results.
7. Interpretations of test results.
8. Notation of significant ambient conditions at the time of sample-taking and testing.
9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the Contract Documents.
10. Recommendations on re-testing, if applicable.

2.0 - PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 Repair and Protection

Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the Contract Document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

1.0 - GENERAL

- A. Summary: Shop drawings may be transmitted for approval by electronic format or by hard copies.

1. Digital Copies

- a. Shop drawing and product data submittals shall be transmitted to Architect's office in electronic (PDF) format via email at **submittals@lathanassociates.com**. Do not email or copy transmittals to Architect or engineer.
- b. The intent of electronic submittals is to expedite the construction process by reducing paperwork and improving information flow.
- c. **The electronic submittal process is not intended for color samples, color charts, or physical material samples.**
- d. After receiving approved digital submittals, **General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days.** Submittals are not considered complete until 2 copies have been received by the Architect. This may have a direct effect on pay requests or final payment.
- e. The Architect will retain the two (2) hard copies of shop drawing submittals: one for project records, and one to be incorporated with Close-Out Documents for the Owner.
- f. Prior to submitting electronic submittals, GC must sign electronic submittal agreement. Project will be either all electronic or all hard copy. We will not accept electronic submittals once we have begun with hard copies. A copy of this agreement is attached to this section.

DIGITAL file name shall include Architect Job No, Specification Section number and description. (e.g., 15-01, 06100 - Rough Carpentry). We will not accept files that are randomly named. (e.g. scan 1234 or from Xerox Copier, etc.) Digital submittals must still be stamped approved or approved as noted.

B. Submittal Procedures:

1. Coordinate submittals preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.
2. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
3. Processing: General Contractor must review and approve shop drawings and submittals prior to submitting to Architect. Allow the Architect no less than three (3) weeks for initial review. Allow more time if the Architect must delay processing to permit coordination with the sequence of construction, related specification divisions and finishes to be selected in comparison, engineers, consultants, and owner's representatives. Allow no less than two (2) weeks for reprocessing.

NOTE: No extension of Contract Time and/or additional costs will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

4. Submittal Preparation: The following information must be included with each transmittal.
 - a. Date
 - b. Project name and architect's project number.
 - c. Name of the General Contractor and contact within company.
 - d. Subcontractor name.
 - e. Supplier name.
 - f. Description of item.
 - g. Specification Section and name of that section.
 - h. Name of the Manufacturer - Model / Style of Item.
 - i. Only project specific items should be sent.
5. Transmittal Letter: Transmit samples, etc. with form that contains Architect's Job name and number, Specification Number, Product Name, Manufacturer name and Model number. On the form, record requests for data and deviations from requirements.
6. Contractors Action/Approval

Include General Contractor's certification stamp that information has been checked and complies with requirements before submitting to architect. General Contractor's action stamp must include Approved or Approved as Noted.

Information received without the contractor's stamp will be returned without any action taken by engineer or architect.

C. Submittal Schedule

1. After developing the Contractor's Construction Schedule, prepare a schedule of submittals. Submit at or before date of the Pre-Construction Conference.
2. Coordinate with a list of Subcontracts, Schedule of Values, List of Products, and the Contractor's Construction Schedule.
3. Prepare the schedule in order by Section number. Provide the following information:
 - a. Date for first submittal.
 - b. Related Section number.
 - c. Submittal category (Shop Drawings, Product Data or Samples).
 - d. Name of the Subcontractor.
 - e. Description of the Work covered.
 - f. Date for the Architect's final approval.

D. Shop Drawings

Submit newly prepared information drawn to scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
7. After receiving approved digital Shop Drawings, General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days. Submittals are not considered complete until 2 copies

have been received by the Architect. This may have a direct effect on pay requests or final payment.

E. Product Data

1. Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.
2. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
3. Submittals:
 - a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.
4. Distribution:
 - a. Furnish copies to Installers, Subcontractors, Suppliers, and others required for performance of construction activities.
 - b. Do not use unmarked Product Data for construction.

F. Samples

1. Submit samples as required/requested and for color/texture finish selections.
2. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the Manufacturer.
 - e. Compliance with recognized standards.
3. Refer to other Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar characteristics.
 - a. Samples erected at site and not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.

G. Architect's Action:

1. Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with contract documents and specified characteristics is the Contractor's responsibility.
2. Action Stamp
 - a. The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.
 - b. Architect's Action Stamp will read as follows:

Reviewed by Lathan Associates Architects, P.C.
Date
Approved for Design as Noted Subject to Contractor Verifying
Quantities and Dimensions

2.0 - PRODUCTS

Not applicable.

3.0 - EXECUTION

Not applicable.

END OF SECTION

ELECTRONIC SUBMITTAL REQUIREMENTS FOR
LATHAN ASSOCIATES ARCHITECTS, P.C.

1. Processing: General Contractor must review and approve shop drawings and submittals prior to submitting to Architect. Allow the Architect two (2) weeks for initial review. Allow more time if the Architect must delay processing to permit coordination with other engineers and consultants.

NOTE: No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

2. Contractors Action / Approval

Include General Contractor's electronic certification stamp that information has been checked by the General Contractor and complies with requirements of the Contract Documents before submitting to architect. General Contractor's action stamp must include **Approved** or **Approved as Noted**.

Information received without the contractor's stamp will not be reviewed and no action will be taken by engineer or architect.

DIGITAL file name shall include Architect Job No, Specification Section number and description. (e.g., 15-01, 06100 - Rough Carpentry). We will not accept files that are randomly named. (e.g. scan 1234 or from Xerox Copier, etc.)

3. Submittal Preparation:

Include the following information on transmittal / email.

- a. Date
- b. Project Name and Architect's Project Number.
- c. Name of the General Contractor and Contact within company.
- e. Subcontractor/Supplier.

Clearly state **Number** and title of appropriate Specification Section and **Description** of Item and if applicable

- a. Name of the Manufacturer.
- b. Model / Style of Item.

4. **Electronic submittals will only be accepted when emailed to: submittals@lathanassociates.com**

DO NOT COPY ARCHITECTS OR ENGINEERS WITH THE SUBMITTAL

5. After receiving approved submittals, **General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days.** Submittals are not considered complete until these copies are received by the Architect and may have a direct effect on Pay Requests and / or final payment.

I have read the above requirements and agree to the terms set forth in this document.

General Contractor

by: _____
Authorized Signature

Architect Job Name and Number

PRODUCT SUBSTITUTION PROCEDURES - SECTION 01360

1.0 GENERAL

- 1.1 Section Includes:
 - A. General requirements for product options and substitution procedures.
 - B. Material and product options.
 - C. Substitutions.
 - D. Coordination
 - E. Substitution Request Form.
- 1.2 Related Sections:
 - A. Section 01025 - Summary of Work
 - B. Section 01040 - Project Coordination
 - C. Section 01350 - Shop Drawing Submittals
 - D. Section 01400 - Materials and Equipment
 - E. Section 01900 - Warranties
 - F. Section 01910 - Close Out Procedures
 - G. In addition to "General Conditions of the Contract", comply with product option and substitution requirements specified in this Section.
- 1.3 Material and Product Options:
 - A. Materials and products specified by reference standards, by performance, or by description only:
 - 1. Any product meeting specified requirements.
 - B. Materials and products specified by naming products of one or more manufacturers with a provision for an equivalent product:
 - 1. Submit one of the products listed which complies with specified requirements or submit a Request for Substitution for a product of manufacturer not specifically named which complies with specified requirements.
 - C. Materials and products specified by naming products of several manufacturers meeting specifications:
 - 1. Submit one of the products listed which complies with specified requirements or submit a Request for Substitution for a product of manufacturer not specifically named which complies with specified requirements.
- 1.4 Substitutions:
 - A. After date of Notice to Proceed, Architect / Engineer will consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a material or product becomes unavailable due to no fault of Contractor or as follows:
 - 1. Lockouts
 - 2. Strikes
 - 3. Bankruptcy
 - 4. Discontinuation of products
 - 5. Proven shortage
 - 6. Other similar occurrences
 - B. Each proposed substitution of materials or products for that one specified is a representation by Contractor that he has personally investigated the substitution and determined that the proposed substitution is equivalent or superior to that specified in quality, durability and serviceability, design, appearance, function, finish, performance, and of size and weight which will permit installation in spaces provided and allow adequate service access. Additionally, Contractor agrees that it

will provide and/or do the following:

1. Same warranty on substitution as for specified product or materials;
 2. Coordinate installation and make other changes that may be required for Work to be complete in all respects;
 3. Waive claims for additional costs which may subsequently become apparent;
 4. Verify that proposed materials and products comply with applicable building codes and governing regulations and, where applicable, has approval of governing authorities having jurisdiction.
- C. The Architect/Engineer will review requests from Contractor for substitutions with the Owner. Contractor shall not purchase or install substitute materials and products without written approval. The Architect/Engineer will give written notice to Contractor and the Owner of acceptance or rejection within a reasonable time.
- D. Document each request for substitution with complete data substantiating compliance of proposed substitution with Contract Documents. Contractor shall use the *Substitution Request Form* along with appropriate attachments and submit them to the office of the Architect. A copy of the *Substitution Request Form* is included at the end of this Section.
1. Documents, as appropriate, shall include the following:
 - a. Reason for the proposed substitution;
 - b. Change in Contract Sum and Contract Time, if any;
 - c. Effect on work progress schedule and completion date;
 - d. Changes in details and construction of related work required due to substitution
 - e. Drawings and samples
 - f. Product identification and description
 - g. Performance and test data
 - h. Itemized comparison of the qualities of the proposed substitution to the product specified including durability, serviceability, design, appearance, function, finish, performance, size and space limitations, vibration, noise, and weight
 - i. Availability of maintenance service, source and interchangeability of parts or components
 - j. Additional information as requested.
- E. In the event of credit change in the cost, the Owner shall receive all benefit of the reduction in cost of the proposed substitution. Credit shall be established prior to final approval of the proposed substitution and will be adjusted by Change Order.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, without having been reviewed and approved by Contractor, or when acceptance will require substantial revision of Contract Documents without addition compensation to the Architect / Engineer.
- G. In the event that the Contractor or Subcontractor has neglected to place an order for specified materials and products to meet the work progress schedule, specified requirements, color schemes or other similar provisions, such failure or neglect shall not be considered as legitimate grounds for an extension of completion time nor shall arbitrary substitutions be considered to meet completion date.
- H. Only one request for substitutions will be considered for each product. When substitutions are not accepted, the Contractor shall provide specified product.
- I. Should substitution be accepted, and substitution subsequently is defective or

otherwise unsatisfactory, Contractor shall replace defective material or product with specified material or product at no cost to Owner.

1.5 Coordination:

- A. When a specified, optional, specified by reference standard, or proposed substitution item of equipment or material is submitted which requires minor changes or additions to the designed structure, finishes or to mechanical and/or electrical services due to its requirements being different from those shown on the Contract Documents, itemize the changes required and attach to submittal. Do not proceed with changes without written approval from the Architect / Engineer.
- B. Contractor shall make adjustments and changes required to coordinate Work for installation of optional materials and products, approved substitutions and materials and products specified by reference standards without additional costs to Owner or Architect/ Engineer.

2.0 PRODUCTS
Not applicable.

3.0 EXECUTION
Not applicable.

END OF SECTION

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM

Date: _____

Company Submitting Request: _____
(Name and Address)

Contact Name: _____ Phone: _____ Fax: _____

E-Mail: _____

PROJECT NAME: _____

SPECIFIED ITEM: _____
(Section) (Page) (Description)

The undersigned requests consideration of the following product substitution:

PROPOSED SUBSTITUTION: _____
Provide Product Name / Model /Manufacturer

1. Attached data includes: _____ Product Description _____ Performance and Test Data
_____ Drawings _____ Specifications _____ Photographs
2. _____ Yes / No changes will be required to the Contract Documents for the proper installation of proposed product substitution. If yes, then attach data that includes description of changes.

The undersigned states that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the drawings.
2. No changes to the building design, engineering design, or detailing are required by the proposed substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or **specified warranty requirements**.
4. No maintenance is required by the proposed substitution other than that required for originally specified product.
5. Other Information

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

Signature: _____ Printed Name: _____

Fax Number: _____

For Architect's Use:

_____ Accepted	_____ Accepted As Noted	_____ Incomplete Information
_____ Not Accepted	_____ Received Too Late	_____ No Substitutions Accepted For This Product

Reviewed By / Date: _____

Processed by Addendum No. _____

Comments: _____

1.0 - GENERAL REQUIREMENTS

1.1 Products and Materials

A. Products, materials and manufactured items or articles of like nature shall, as nearly as possible, be of one brand or manufacturer. No changes or substitutions shall be made without written consent of the Architect. In selection of colors and patterns, the Architect reserves the right to select from the manufacturer's running pattern line (within same price range) of the materials called for in the Specifications without the added cost to the Owner.

B. All products and materials used for this project shall be asbestos free.

1.2 Trade Names

The use of manufacturer's names and serial numbers are given to establish a standard of manufacture and not intended to be restrictive or preferential. Similar, equal, and approved materials of other manufacturers will be acceptable, subject to the approval of the Architect, pursuant to requirements set forth in INSTRUCTIONS TO BIDDERS and as required by the Specifications.

1.3 Measurements

Before ordering any material or doing any work, the Contractor shall verify all measurements of the building and shall be responsible for correctness of same. No extra charge or compensation will be allowed because of differences between actual measurements and the dimensions indicated on the Drawings. Any differences which may be found, shall be submitted to the Architect for consideration before proceeding with the work.

1.4 Salvageable Material

Any salvageable material and/or equipment shall remain the property of the Owner and, upon removal from its existing location, shall be stored where directed by the Architect.

In the event that the Owner does not wish to keep the salvaged material, it shall be the responsibility of the Contractor to remove same promptly from the site.

Salvageable material shall include those items indicated on the drawings as items to be reused or relocated. Remove all finish hardware from doors noted to be removed under demolition. Tag and label finish hardware as to door function (and label), and turn over to Owner.

Coordinate with Architect on questionable salvage items.

1.5 Unused Materials

Unused excess materials purchased for this project and charged against the contract shall be the property of the General Contractor and removed upon final completion.

END OF SECTION

1.0 - GENERAL

1.1 Related Documents

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division - 1 Specifications Sections, apply to work of this Section. See drawings for additional Demolition and Protection Requirements not stated herein.

1.2 Description of Work

- A. Extent of selective demolition work as indicated on drawings and/or as required for completion of finish work.
- B. Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:
 - 1. It is the intent for all required existing building components, systems, related structure, materials, etc., be removed and/or relocated to allow for completion of new construction, whether indicated or not.
 - 2. All abandoned components, systems and related wiring, piping, ductwork, controls, fixtures, etc., shall be removed from job site, whether specifically indicated or not. Refer to Civil, Structural, Plumbing, Mechanical and Electrical drawings and specifications for respective demolition requirements and coordinate with Architectural.
 - 3. See drawings for other demolition items.

1.3 Submittals

- A. Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- B. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
- C. Existing building function and operation shall be maintained during construction unless scheduled and approved by the Owner. Work schedule shall vary as required to complete work as required.
- D. Existing facilities shall be maintained in operation during construction. Protect and/or relocate all utilities, service, security systems, satellite communications, data systems, etc., as required to ensure continuous operation and function. Temporary relocation and utility outages shall be scheduled and approved by the Owner.

1.4 Job Conditions

- A. Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.
- B. Owner and Architect assume no responsibility for actual condition of items or structures to be demolished.

- C. All salvageable materials, as selected by Owner, shall be removed, stored, and / or delivered to Owner as directed. Salvageable materials shall be protected during removal and delivery. All items of salvage not wanted by the Owner shall be the property of the General Contractor and removed from job site.
- D. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. All paths to and from exits and entrances shall be maintained during construction. Provide temporary barricades, fences, warning signs, etc., as required, interior and exterior, to protect building occupants and pedestrians during construction and demolition.
 - 2. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.
 - 4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 5. Protect floors with suitable coverings when necessary.
 - 6. Construct temporary insulated solid dust proof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.
 - 7. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 8. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.
- F. Traffic:
 - 1. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities.
 - 2. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Explosives: Use of explosives will not be permitted.
- H. Utility Services:
 - 1. Maintain existing utilities indicated to remain, keep in service and protect against damage during demolition operations.
 - 2. Do not interrupt existing utilities or fire alarm/fire protection systems 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. Repair damages to such immediately.

- I. Environmental Controls:
 1. Use water sprinkling, temporary enclosures and other suitable methods to limit dust and dirt, interior and exterior, from rising and scattering in air to lowest practical level. **COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.**
 2. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.

2.0 - PRODUCTS

Products are not applicable to this section.

3.0 - EXECUTION

3.1 Inspection

Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions of structure surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's representative prior to starting work.

3.2 Preparation

- A. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Cease operations and notify the Owner's representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- C. Cover, protect, and relocate furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.
- D. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
- E. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4" studs, 5/8" drywall (joints taped) on occupied side, 1/2" fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.
- F. Provide weatherproof closures for exterior openings resulting from demolition work.
- G. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
- H. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during change over.

3.3 Demolition

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.

1. Demolish concrete and masonry in all sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, roofs or framing.
 3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 4. For interior slab on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
 5. Existing ceramic tile floor finishes shall be removed down to the top of the existing dropped slab.
- B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect in written, accurate detail. Pending receipt of directive from Architect, rearrange selective demolition schedule as necessary to continue overall job progress without delay.
- 3.4 Disposal of Demolished Materials
- A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site. Pay all related fees and costs.
 - B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.
 - C. Burning of removed materials is not permitted on project site.
- 3.5 Clean-Up and Repair
- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
 - B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

1.0 - GENERAL

1.1 Scope

The work required under this Section consists of providing all labor, materials and equipment necessary to do all clean-up work; including, but not limited to, periodic cleaning, removal of temporary protection, removal of debris and final cleaning.

1.2 Related Sections

Administrative provisions and technical requirements specified under this Section are in addition to provisions for cleaning specified under various Sections of the Specifications and apply to each Section of Specifications.

1.3 Special Instructions

- A. Contractor shall endeavor to keep interior free of dust and mud, take precautionary measures, and provide protective materials, such as insulated dust and noise partitions and gravel at all entries during dried-in stages of construction.
- B. Upon completion of work in each area or part of the building and immediately prior to final inspection and acceptance of that respective area, that area shall be thoroughly cleaned and made ready for immediate occupancy by the Owner.
- C. In case of failure to comply with the requirements of this Section for any part of the work within the time specified by the Architect, the Architect may cause the work to be done and deduct the price thereof from the Contract Price on the next succeeding monthly Application for Payment.

2.0 - PRODUCTS

2.1 Equipment

- A. For periodic and final cleaning operations, use approved apparatus designed for the specific type of cleaning required and compatible with the particular materials to be cleaned.
- B. Operate equipment in compliance with equipment manufacturer's instructions.

2.2 Materials

All soap, detergents, brushes, scrapers and other materials and accessories utilized in periodic and final cleaning shall be of a type recommended by the material manufacturer as being compatible with and non-injurious to the particular surface, material, equipment or finish to be cleaned.

3.0 - EXECUTION

3.1 Periodic Cleaning

- A. The Contractor shall periodically, or as directed during the progress of the work, clean-up and remove from the premises all refuse, rubbish, scrap materials and debris caused by his employees, his Subcontractors or resulting from his work.
- B. Such clean-up shall be sufficient to assure that at all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike.
- C. Remove oily rags and combustible waste, debris, rubbish and excess materials from the premises at the completion of each day's work, or more often, if required to keep the building and premises free from any accumulation of flammable and dangerous materials.

- D. At no time shall any rubbish, debris or any other material be thrown from window or door openings nor into foundation trenches.
- E. Clean areas prior to any painting work. Take care to settle and minimize dust before painting begins. Use commercial type vacuum cleaners.
- F. Close rooms and areas where painting and decorating work is completed to all but authorized personnel.
- G. All debris and waste materials shall become the property of the Contractor and shall be removed by him from the project site.
- H. Remove Debris from roof tops daily.
- I. Trim excess exposed dur-o-wall flush with face of CMU.
- J. Keep adjacent paved driveways and roads clear of mud and debris intruded as a result of this work.

3.2 Removal of Temporary Facilities

- A. Upon completion of work in each area or part of the building, remove temporary lighting, power, protection and enclosures and repair defects in materials and workmanship noted after removal of such.
- B. Before final completion and final acceptance, the Contractor shall remove from the Owner's property, and from all public and private property, all tools, scaffolding, falsework, temporary structures and/or utilities including the foundations thereof (except as the Owner permits in writing to remain).

3.3 Final Cleaning

- A. Before final completion and acceptance, the Contractor shall remove from the Owner's property, and from all public and private property, all refuse, rubbish, scrap and surplus material and debris caused by his employees, his Subcontractors, or resulting from his work, leaving the site clean and true to line and grade, and the work in a safe and clean condition, ready for use and operation.
- B. Clean all painted, enameled, stained or baked enamel work to remove all marks, stains, smudges, fingerprints and splatters from such surfaces.
- C. Clean and remove all stickers, labels, marks, stains, smudges and paint from all glass. Wash and polish all glass, including, but not limited to, that in mirrors, view windows and doors, on the interior and exterior. Scratched or marred glass shall be replaced.
- D. Clean all hardware and metals to remove all stains, marks, smudges, fingerprints, dirt, dust, paint or other disfigurement and polish. Scratched, marred or otherwise disfigured hardware or metals shall be replaced.
- E. Clean all tile and floor finishes of all kinds to remove all splatters, stains, paint, dirt and dust. Wash and apply a final coat of wax and polish all finished floors except concrete and carpet as recommended by the manufacturer or as required by the Architect.
- F. Clean all manufactured articles, fixtures, materials, appliances and equipment to

remove all stickers, labels, rust stains and temporary covers.

- G. Clean and condition all manufactured articles, fixtures, materials, appliances and equipment and all electrical, heating and air conditioning equipment as recommended or directed by the manufacturer.
- H. Blow out or flush out all foreign matter from all dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers and similar features of all appliances and equipment and all electrical, heating and air conditioning equipment as recommended or directed by the manufacturer.
- I. Remove all paint from all identification plates on all appliances and equipment and all electrical, heating and air conditioning equipment and polish plates.
- J. Exterior walks, steps, ramps and platforms shall be washed down and broom cleaned to remove all dirt, dust, stains or other disfigurements.
- K. Interior surfaces of all heating, ventilation and air conditioning ducts shall be damp or wet mopped or vacuum cleaned to remove all dirt and dust.
- L. In general, leave all work clean and free of dirt, dust, smudges, stains, paint spots, mastic, caulk, sealant and other excess materials.
- M. After final cleaning of building and prior to final balancing of heating and air conditioning system, all air filters shall be replaced with clean, new filters.
- N. Upon completion of final cleaning, remove all cleaning equipment, materials and debris from the building and the premises.

END OF SECTION

CHANGE ORDER PROCEDURES - SECTION 01800

1.0 - GENERAL

- A. This Section shall adhere to *General Conditions of the Contract, Article 19, and DCM Form C-12*, as issued by The State of Alabama Department of Construction Management, a copy of which is included within this Specification Manual.
- B. Should changes in the work constitute an increase or decrease in the Contract amount, the General Contractor shall submit a Change Order Request (COR) which shall include a number for identification, description and cost break down.
- C. Contractor shall attach all supporting documentation, including, but not limited to the following:
 - 1. Breakdown of costs which shall include material, labor, delivery (freight), installation, taxes, and mark-up for overhead and profit.
 - 2. If a Subcontractor is used for the requested change, then supporting documentation listed for Item 1 shall also be provided by the Subcontractor and included with the COR.
- D. In accordance with *General Conditions of the Contract, Article 19*, the General Contractor shall note the following:
 - 1. Mark-Up Procedures for Change Order with net addition to Contract:
 - a. The General Contractor's mark-up for overhead and profit shall not exceed fifteen (15) percent.
 - b. Where Subcontract work is involved, the total mark-up for the Contractor and Subcontractor shall not exceed twenty-five (25) percent.
 - c. The Architect must be able to determine the total amount of mark-up, therefore, supporting documentation **must** state the mark-up of both the Subcontractor and the General Contractor.
 - 2. Mark-Up Procedures for Change Order with net Credit to Contract:
"General Conditions of the Contract":
Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Architect, approved by the Owner, and must also be approved by the Director.
 - 3. Overhead "Indirect Costs": For the purposes of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change including but not limited to the following:
 - a. Bonds
 - b. Insurance
 - c. Superintendent
 - d. Job Office Personnel
 - e. Watchman
 - f. Job Office, office supplies and expenses
 - g. Temporary facilities and utilities
 - h. Home office expenses

3.0 - EXECUTION

- A. General Contractor shall submit COR to Architect for review and approval. If approved, the Architect will submit to Owner for final approval. Upon approval by the Owner, the Architect will prepare required number of copies of Change Order DCM Form C-12 (local)

or DCM Form C-12 (PSCA) and forward to General Contractor.

- B. Six (6) copies of Change Order are required for locally funded projects and six (6) copies are required for PSCA funded projects. All copies must be signed by the General Contractor's Bonding Company with Power of Attorney attached.
- C. Sequence of execution shall be as follows:
 - 1. General Contractor signs all copies of Change Order. Note: Change Order must be signed by an Officer within the company.
 - 2. General Contractor forwards Change Order to their Bonding Company.
 - 3. Bonding Company signs each copy and returns same to G. C.
 - 4. G. C. forwards Change Order to Architect.
 - 5. Architect forwards Change Order to local Board of Education.
 - 6. Superintendent of local Board of Education executes and returns Change Order to Architect.
 - 7. Architect forwards Change Order to either the State Department of Education (local funded projects) or to The State of Alabama Department of Construction Management (PSCA funded projects).
 - 8. All parties will receive a copy of fully executed Change Order from the appropriate state agency for their permanent records.
- D. General Contractor may include cost of Change Order on Pay Application only after receipt of fully executed Change Order. This cost shall be included on Pay Application as a separate line item listing change order number and amount. Billing shall be for the percentage of work completed for the change order within the month covered by that Pay Application.
- E. All change(s) in the work shall require approval by the Owner, through the Architect, in advance of the commencement of any work associated with the change(s).
- F. Charges against Allowances shall **not** include General Contractor's mark-up.
- *Refer to Specification Section 01020 - Allowances* -
- G. Refer to "General Conditions of the Contract" - "DCM Form C-8 for additional information.

END OF SECTION

1.0 - GENERAL

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- C. Warranties
 - 1. Subcontractors: General Contractor shall provide a one-year warranty from each Subcontractor they have under contract for the project.
 - 2. Vendors/Suppliers: General Contractor shall obtain a one-year warranty from each Vendor/Supplier for manufactured product used for the project. Example: *XYS Building Products, Inc.* shall provide a one-year warranty for each product they provided for the project, such as, *toilet partitions and hollow metal doors and frames*. This warranty may be on a form or letterhead provided by the Vendor/Supplier and must list all products provided for the project.
 - 3. Manufacturers: The Manufacturer's warranty for each product shall be placed directly behind the applicable Subcontractor or Vendor/Supplier's warranty within the warranty binder.
 - 4. Roof Warranties: The executed roofing warranties shall be presented at Final Inspection. Manufacturer's warranties cannot be prorated.
- D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's and limitations on product warranties do not relieve suppliers, manufacturer's and subcontractors required to countersign special warranties with the Contractor.
- E. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- F. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- G. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- H. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise

available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- I. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Architect.
1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- J. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- K. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper. Three (3) sets of warranties and close out documents are required: one set will be retained by the Architect and two sets will be delivered to the Owner.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the 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 the Installer.
 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

2.0 - PRODUCTS (Not Applicable)

3.0 - EXECUTION

The One-Year Warranty issued by the General Contractor shall list all disciplines they are covering when there is not a warranty from a Subcontractor. For instance, some General Contractors have Masons employed within their company and, therefore, do not contract Masonry work through a Masonry Subcontractor. In that case, the General Contractor's warranty would list Masonry as part of their itemized list of warranted work. Other typical examples are Painting, Rough Carpentry,

Miscellaneous Metals, etc.

Warranties shall bear the same date as the Date of Substantial Completion. All warranties shall be effective for a period of One Year from Date of Substantial Completion with exceptions for special warranties requiring extended periods of warranty coverage.

This list is designed as an aid to comply with close-out procedures; however, it should not be considered a complete and comprehensive list. General Contractor should review warranty requirements specified in Project Manual.

Warranties shall include, but not be limited, to the following:

Warranties from ALL Subcontractors for this project.

DIVISION 3 - CONCRETE

Concrete Form Work
Concrete Reinforcement
Cast-in-Place Concrete

DIVISION 6 - CARPENTRY

Rough Carpentry

DIVISION 7 - MOISTURE PROTECTION

Caulking and Sealants

DIVISION 10 - SPECIALTIES

Protective Cover - Walkway

DIVISION 12 - FURNITURE AND FIXTURES

Fire Extinguishers

DIVISION 16 - ELECTRICAL

Electrical Systems – Fixtures -Equipment – Material and Labor

See attached WARRANTY FORMS immediately following for General Contractors and Subcontractors.

GENERAL CONTRACTOR WARRANTY FORM

G. C.' S PROJECT NO. _____ ARCHITECT'S PROJECT NO: _____

PROJECT NAME: _____

GENERAL CONTRACTOR: _____

(Name and Address)

PROJECT OWNER: _____

ARCHITECT: Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244

PROJECT SUBSTANTIAL COMPLETION DATE:

This is to certify that we, _____, the General Contractor for the above referenced project, per contract documents, warrant all labor, material and equipment provided and performed for a period of One (1) Year from the Date of Substantial Completion indicated above.

If applicable, we warrant additional work, materials and equipment for One (1) Year on the following:

By: _____
(Name and Title)

Dated this _____ day of _____

State of Alabama
County of _____

Sworn to and subscribed before me this

_____ day of _____

Notary Public

My Commission Expires: _____

SUBCONTRACTOR WARRANTY FORM

G. C.' S PROJECT NO. _____ ARCHITECT'S PROJECT NO: _____

PROJECT NAME: _____

GENERAL CONTRACTOR: _____

SUBCONTRACTOR: _____

(Name and Address) _____

PROJECT OWNER: _____

ARCHITECT: Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244

PROJECT SUBSTANTIAL COMPLETION DATE:

We, _____, Subcontractor for _____,
(name) (work)

as described in Specification Section(s) _____, do hereby warrant that all labor and materials provided and performed in conjunction with above referenced project are in accordance with the Contract Documents and will be free from defects due to defective materials and/or workmanship for a period of One (1) year from the Date of Substantial Completion indicated above or as required by the Specification Section relevant to your trade.

Should any defect develop during the warranty period due to improper materials and/or workmanship, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Subcontractor written notice of defective work. Should Subcontractor fail to correct defective work within Thirty (30) days after receiving notice, the Owner may, at his option, correct defects and charge Subcontractor cost for such correction. Subcontractor agrees to pay such charges upon demand.

Warranty applies to the following Work: _____

By: _____
(Name and Title)

Dated this _____ day of _____

1.0 - GENERAL

- A. Closeout requirements for specific construction activities are included in the appropriate Sections in Division 2 through 16.
- B. Final Inspection Procedures: See Section 01030 - Special Project Requirements for Inspection Requirements
 - 1. Deliver tools, spare parts, extra stock, and similar items.
 - 2. Changeover locks and transmit keys to the Owner.
 - 3. Complete startup testing of systems and instruction of operation and maintenance personnel. **Obtain signature(s) of all Owner's personnel participating in operation and maintenance instructions.**
 - 4. Remove temporary facilities, mockups, construction tools, and similar elements.
 - 5. Complete final cleanup requirements, including touchup painting.
 - 6. Touch up and repair and restore marred, exposed finishes.
- C. After Substantial Completion has been achieved, the General Contractor shall:
 - 1. Submit final payment request with releases and supporting documentation. Include insurance certificates where required.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
 - b. Advise the Owner of pending insurance changeover requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - d. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 - e. Deliver tools, spare parts, extra stock, and similar items.
 - f. Changeover locks and transmit keys to the Owner.
 - g. Complete startup testing of systems and instruction of operation and maintenance personnel. Obtain signature(s) of all Owner's personnel participating in operation and maintenance instructions.
 - 2. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
 - 4. Submit Consent of Surety to final payment.
 - 5. Submit Release of Liens.
 - 6. Submit a final settlement statement.
 - 7. Submit evidence of continuing insurance coverage complying with insurance requirements.
- D. Record Drawings: Maintain a set of prints of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.
 - 1. Mark sets with red pencil.
 - 2. Mark completed record drawings: "As-Built" Set.
 - 3. Upon completion of the Work, submit record drawings to the Architect for the Owner's records in the form of two (2) CD's.

- E. Record Specifications: Maintain one copy of the Project Manual, including addenda. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications. Give attention to substitutions and selection of options and information on concealed construction. Note related record drawing information and Product Data. Mark cover of set: "As-Built".

Upon completion of the Work, submit record Specifications to the Architect for the Owner's records in the form of two (2) CD's.

Note: If space allows, both "As-Built" plans and specs may be scanned and saved onto a single CD and 2 copies of record CD's shall be submitted.

- F. Maintenance Manuals: Organize operation and maintenance data into sets of manageable size. Bind in individual, heavy-duty, 3-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties.
4. Wiring diagrams.

- G. Close-Out Documents

Close-Out Documents consists of the following:

1. General Contractor's Warranty
2. Subcontractors' Warranties
3. Manufacturers' Warranties
4. Affidavit of Advertisement of Completion
5. Consent of Surety to Final Payment
6. Contractor's Affidavit of Release of Liens
7. Operating and Maintenance Manuals / Instructions to Owner
8. "As-Built" Plans and Specification Manual
9. Owner's Set of Shop Drawing Submittals

General Contractor shall submit three (3) sets of binders for Items 1-7. Documents should be bound in 3-ring binders in size suitable for amount of material included. Divider tabs should be used to separate items.

If Operating Manuals are large, they can be bound in separate binders as indicated under Paragraph I listed above.

"As-Built" Plans and Specification Manual (2 set of each) should be complete and submitted on CD's. All plans should be submitted as one set. Do not submit separate sets of "As-Built" plans for Plumbing, HVAC, Electrical, etc.

Architect shall submit one copy of the Shop Drawings to the Owner with close-out documentation.

2.0 - PRODUCTS (Not Applicable)

3.0 - EXECUTION

- A. Operation and Maintenance Instructions:

Arrange for each Installer of equipment that requires maintenance to provide instruction in proper operation and maintenance. Include a detailed review of the following items.

1. Maintenance manuals.
2. Spare parts, tools, and materials.

3. Lubricants and fuels.
 4. Identification systems.
 5. Control sequences.
 6. Hazards.
 7. Warranties and bonds.
 8. Maintenance agreements and similar.
- B. As part of instruction for operating equipment, demonstrate the following:
1. Startup and shutdown.
 2. Emergency operations and safety procedures.
 3. Noise and vibration adjustments.
- C. Final Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Complete the following operations before requesting inspection for certification of Substantial Completion.
1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass. Remove glazing compounds. Replace chipped or broken glass.
 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
 5. Clean the site of rubbish, litter, and foreign deposits. Rake grounds to a smooth, even textured surface.
- D. Pest Control: Engage a licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.
- E. Removal of Protection: Remove temporary protection and facilities.
- F. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.

END OF SECTION

1.0 - GENERAL

- 1.1 Scope
The work under this section consists of all concrete form work required for cast-in-place concrete.
- 1.2 Reference Standards
Form work shall be in accordance with American Concrete Institute Standard Specification for Structural Concrete for Buildings, ACI 301-347.
- 1.3 Form Work Specified Elsewhere
Forms for walks are specified under Concrete Walks, Curbs and Paving Section.

2.0 - PRODUCTS

- 2.1 Forms
 - A. Forms shall be of wood, structural hardboard, or metal, straight and free of warp and of sufficient strength to resist springing during the process of depositing concrete against them. The forms shall be of a depth equal to the thickness of the concrete.
 - B. Wood forms shall be No. 2 common or better lumber or concrete form plywood not less than 9/16" thick, 5 ply.
- 2.2 Form Oil
Form oil shall be non-staining oil which is suitable for the type of form used and which is manufactured for the purpose by a recognized manufacturer.
- 2.3 Form Ties
Ties may be either prefabricated items or wood ties as required to keep the forms true.

3.0 - EXECUTION

- 3.1 General
Examine the drawings carefully and provide all recesses and all openings of the sizes and shapes required or as may be directed by the architect for the installation of all work requiring openings. Furnish all forms of the sizes and shapes necessary except where sleeves are specified under other sections of the specifications.
- 3.2 Trench Forms
Earth trench forms may be used if conditions warrant and approval of Architect is obtained. Sides of such trenches shall be clean, even, vertical, and true; bottoms: level, clean and without fill. Trenches shall be inspected and approved by architect before placing concrete.
- 3.3 Miscellaneous Form Work
Provide miscellaneous form work, as follows:
 - A. Footings for walls, steps, etc., including wood side forms, forms for footings and trenches if conditions require and as directed. Step and offset footings where indicated and as detailed.
 - B. Concrete stairs, steps, platforms, and ramps, where indicated and as detailed. Cooperate with Miscellaneous Metal Contractor in setting posts, newels, pipe railing and similar items. Refer to details for shapes and types of sleeves.

- C. Concrete bases under all miscellaneous mechanical equipment, lockers, wardrobes and similar items, where indicated and/or as conditions require.

3.4 Installation

Forms shall be staked rigidly in place to the required lines and grades as indicated. Forms shall be clean, tight and shall not leak mortar. Metal forms shall be oiled before concrete is placed. The forms shall conform to lines and grades with a tolerance of not greater than 1/2 inch in 40 feet.

3.5 Form Removal

Forms for footings may be removed after 24 hours under ordinary weather conditions. Vertical forms for concrete shall be left in place for not less than two days. Bottom forms shall be left in place for confirmation of strength test.

END OF SECTION

CONCRETE REINFORCEMENT - SECTION 03200

1.0 - GENERAL

- 1.1 Scope
Furnish and install all concrete reinforcement as indicated on the drawings and as herein specified.
- 1.2 Submittals
Submit shop drawings for approval.

2.0 - PRODUCTS

- 2.1 Materials
 - A. Only new domestic material meeting the specified ASTM designation and grade as herein specified shall be used.
 - B. Bar reinforcement and dowels shall be deformed billet steel bars conforming to ASTM A615 Grade 60.
 - C. Welded Wire Fabric (wire mesh) shall be of cold drawn steel wire conforming to ASTM A-82. Fabric or mesh shall be fabricated in accordance with ASTM A-185.
 - D. Furnish the proper type and quantities of non-corroding accessories to hold the reinforcing steel in place while the concrete is being poured.
 - E. Tie wire shall be not less than 18-gauge black annealed wire.
- 2.2 Fabrication
 - A. Reinforcement shall be of proper lengths and bent in accordance with design. Cold bends shall be made around a pin having a diameter of size six (6) or more times the dimension of bar except stirrups and tie bars which may be bent around a pin of diameter not less than four (4) times the dimension of the bar.
 - B. Hot bends shall not be permitted.
 - C. Bending of bars shall be done in a workmanlike manner, according to the approved bar details.

3.0 - EXECUTION

- 3.1 Cleaning
Reinforcement being placed shall be thoroughly cleaned of mill scale and rust and of any paint or coating that will destroy or reduce the bond. Reinforcement appreciably reduced in section shall be rejected.
- 3.2 Inspection
Reinforcement shall not under any circumstances be covered with any concrete until it has been inspected and approved. At least 24 hours notice shall be given for this inspection.
- 3.3 Placing
 - A. Reinforcement shall be of sizes, lengths and shapes as indicated and shall be placed in compliance with the setting drawings.
 - B. Reinforcement shall be accurately and rigidly secured in place against

displacement by use of annealed wire or suitable clips at intersections and supported by metal or concrete chairs, spacers or suitable metal hangers.

- C. All splicing, securing and locating shall be in accordance with the recommendation of the Concrete Reinforcing Steel Institute (C.R.S.I.)
- D. All splices shall be made at points of minimum stress and their location and character shall be approved.
- E. Minimum coverage for reinforcing not shown otherwise on structural drawings shall be as follows:

Footings:	3"
Walls: (Exterior Surfaces)	2"
Walls: (Interior Surfaces)	1-1/2"
Slabs:	3/4"
Columns & Piers (Outside of Ties)	1-1/2"
Beams: (Outside of Stirrups)	1-1/2"

- F. All slabs on grade not otherwise noted shall be reinforced with not less than W 1.4 X 1.4 10/10 welded wire fabric. Steel bars of equal strength and section may be used subject to Architect's approval.
- G. Welded wire fabric reinforcing shall be positioned one inch from the top of slab. During concrete pouring, lift reinforcing to proper position.

END OF SECTION

CAST-IN-PLACE CONCRETE - SECTION 03320

1.0 - GENERAL

- 1.1 Scope
The work under this section shall consist of all cast-in-place concrete.
- 1.2 Reference Specifications
All concrete work shall be in accordance with American Concrete Institute Standard Specifications for Structural Concrete for Buildings, ACI 301.
- 1.3 Testing (Test to be paid for by General Contractor)
 - A. Submit design of concrete mix prepared by testing laboratory.
 - B. Submit test reports to confirm strength of concrete placed at job.
- 1.4 Material Storage
All packaged materials shall be delivered in sealed containers from one manufacturer throughout the duration of construction. Store materials in such a manner as to prevent damage or intrusion of foreign matter. Keep cement dry. Remove from the site all deteriorated, damaged or non-approved materials.

2.0 - PRODUCTS

- 2.1 Materials
 - A. Portland Cement - Domestic manufacture meeting requirements of ASTM C-150, Type 1, approximate weight per bag to be 94 pounds.
 - B. Portland Slag Cement - Domestic manufacture meeting requirements of ASTM C-205, Type IS, approximate weight per bag to be 94 pounds.
 - C. Fine Aggregate - Meeting ASTM specification C33 for fine aggregate; clean, hard, durable, un-coated grains and free from deleterious materials.
 - D. Coarse Aggregate - Meeting ASTM specification C33 for coarse aggregate may be gravel, slag or crushed stone being clean, hard, durable un-coated grains and free from deleterious materials. For general use size range 1/4" to 1".
 - E. Water - Clear, clean and free of strong acids, oil, alkali and other organic matter.
 - F. Curing compound - Equal to "Clear Bond" by Guardian Chemical Co., "Kure-N-Seal" by Sonneborn, "Masterseal" by Master Builders, or "Polyclear" by UPCO. Gray pigment in final seal coat.
 - G. Vapor Barrier - At Contractor's option: Visqueen .006" thickness, or Sisalkraft as manufactured by St. Regis.
 - H. Pre-molded expansion strips - Thickness as indicated and full depth of slabs. Approved type, asphalt impregnated fiber strips. Product of H.B. Fred Kuhls, Serviced Products Corporation, or Philip Carey Co.
 - I. Reglets & Anchors - Equal to Hohmann and Barnard, Inc., Heckmann Building Products, Inc., or Dayton Sure-Grip & Shore Company of type to suit conditions.
 - J. Non-slip Aggregate - Alundum (CF) aggregate, product of Norton Company, Worcester, Massachusetts, or approved equal.

- K. Concrete coloring equal to Master Builders "Colorcron"; Sonneborn "Harcot"; UPCO "Hydroment" color system including seal-wax. Tan or Gray color as approved.

2.2 Design of Concrete Mixture

- A. All concrete shall comply with the requirements for "Working Stress Type" concrete, ACI 301.
- B. Concrete shall be mixed in a proportion to develop a minimum compression strength of 3000 psi at 28 days. Minimum cement content shall be 5-1/2 bags per cubic yard of concrete. Maximum water content shall be 6-1/2 gallons per sack of cement. Maximum slump to be 4 inches.

2.3 Control Joints

Control joints in slabs on grade shall be tongue-and-groove joints made with Burke Keyed Kold Joint Form.

3.0 - GENERAL

3.1 Fill Under Slabs on Grade

- A. Fill under concrete floor slabs to within 4" of the bottom of the slab as specified under EARTHWORK - SECTION 02200.
- B. The top 4" of compacted porous fill directly under the slab shall be well graded sand, gravel, slag or crushed rock without clay, excessive fines or organic material.

3.2 Vapor Barrier Under Slabs On Grade

- A. Vapor barriers shall be put under all interior slabs.
- B. Install vapor barrier to have minimum number of joints; all joints lapped a minimum of 6" with top layer laid in direction of spreading concrete.
- C. Turn vapor barrier up full depth of slab at all edges.
- D. Patch all tears or holes and seal so as to have a continuous watertight membrane.

3.3 Joints

- A. Joint filler material shall be as specified.
- B. Construction joints and expansion joints shall be of type and in locations as shown on drawings, or as directed by architect.
- C. Joints at perimeter of slabs and joints of projections through slabs unless otherwise noted shall have joint filler material and vapor barrier turned up full height of joint; vapor barrier to be smooth against wall with no wrinkles or projections.

3.4 Placing of Concrete

- A. No concrete shall be poured or finish applied before inspection and approval of such place by the architect. Contractor shall notify the Architect at least twenty-four (24) hours in advance and sufficient time shall be allowed for such inspection before pouring of concrete. All reinforcing shall be securely and properly fastened in its correct position in strict accordance with requirements of Reinforcing Steel Section and with approved working drawings, prior to inspection by architect's representative.
- B. Transport and place all concrete immediately after mixing to prevent segregation of

ingredients. No concrete shall be used which has stood for 30 minutes or longer.

- C. Pour concrete to provide a dense, smooth, uniform surface after forms are removed; free of honeycomb and exposed aggregate.
- D. Do not pour concrete when temperature is lower than 35 degrees F and falling. Maintain 35 degrees F or higher after pouring for a minimum of five (5) days.
- E. Concrete poured over existing slabs as a topping shall have a bonding agent applied as recommended by manufacturer.

3.5 Finishing

- A. Concrete floors shall be steel trowel finished to a tolerance of 1/4" in 10'-0" then steel troweled again to a smooth dense surface.
- B. Concrete floors not to be covered with resilient flooring or other finish shall receive curing compound immediately after troweling at the rate of not less than one (1) gallon to 350 square feet. Application by brush, lambs wool applicator and approved type spray, taking care to get even coverage over the entire slab.

Final seal coat with gray pigment to be applied to a clean dry surface at the rate of not less than one (1) gallon to 300 square feet for exposed concrete floors.

Final seal coat with gray pigment to be applied to a clean dry surface at the rate of not less than one (1) gallon to 300 square feet for exposed concrete floors. Provide one (1) additional coat before Final Inspection.

- C. Depressed concrete slabs to receive floor finish specified under another section shall be held below the elevation of the finish floor line as indicated or as required. Provide screed finish.
- D. Exterior slabs and steps shall have a non-slip aggregate finish. Finish shall be troweled and then roughed by neatly brooming when nearly set.
- E. Slabs indicated as colored shall be cured, colored, and sealed-waxed (non-slip) in strict conformity with manufacturer's specifications. Use 1 lb. color mix per sq. ft.

3.6 Curing

- A. Protect all concrete from loss of moisture, rapid temperature change and damage by rain for a period of 7 days minimum.
- B. Water cure - Cover exposed surfaces with non-staining sheet material. Keep both sheet material and forms continually wet during 7-day period. Flat surfaces may be water cured by ponding water on the slab with sand dikes with special care taken to keep exposed edges or edge forms wet.
- C. Curing Compounds - apply in accordance with manufacturer's recommendations and as specified herein.

3.7 Patching

Any concrete work not formed as shown on the drawings or for any reason is out of alignment or level or shows a defective surface shall be considered as not conforming with the intent of these specifications and shall be removed from the job by the contractor at his expense, unless the architect grants permission to patch the defective area. Permission to patch any such area shall not be considered a waiver of the architect's right to require complete removal of the defective work if the quality and appearance of the final surface is

not satisfactory in the opinion of the architect.

3.8 Foundation for Mechanical Work

Furnish foundation pads of concrete for support of all mechanical equipment. Coordinate with equipment manufacturer. Pads to be four (4) inches thick reinforced unless otherwise indicated or recommended by equipment manufacturer.

3.9 Miscellaneous Concrete Items

Precast units shall be to size and shape indicated and reinforced as required. Finish texture and color shall match gray limestone.

END OF SECTION

1.0 - GENERAL

1.1 Scope

The work under this section consists of all rough carpentry work.

1.2 General

A. Rough carpentry shall generally include all rough framing, furring, grounds, bucks, blocking and such other woodwork as required.

B. Carpentry shall also include all temporary bracing, shoring and centering as required for the support or protection of the work.

1.3 Cooperation With Other Trades

The work under this section includes the necessary cutting and patching required for the proper installation of work of other trades. Work which is to be built in by others shall be accurately positioned and properly built in to secure the work of this section. Temporary centering, bracing, and shoring shall be provided as required for the support and protection of masonry work during construction.

1.4 Delivery and Storage

Lumber and other materials specified herein shall be delivered, handled, and stored in order to prevent damage and absorption of excess moisture. Lumber shall be stored in such a manner as to insure proper ventilation and protection from the weather.

2.0 - PRODUCTS

2.1 Lumber

- A. All dimensional lumber used under this section shall be thoroughly dried No. 2 Southern Yellow Pine or No. 2 Douglas Fir of sizes, shapes and lengths required. Moisture content shall not exceed 19% at time of installation.
- B. All wood shall be sound, flat, straight, well-seasoned, thoroughly dry, and free from structural defects. Warped or twisted wood shall not be used.
- C. Lumber grades shall conform to the grading rules of the manufacturer's association under whose rules the lumber is produced. All lumber shall be grade-marked.

2.2 Plywood

- A. Each panel of softwood plywood shall be identified with the DFPA grade trademark of the American Plywood Association and shall meet the requirements of Product Standard PS 1-66 for Softwood Plywood Construction and Industrial. All plywood which has any edge or surface permanently exposed to the weather shall be of the exterior type.
- B. Plywood sheathing and/or decking shall be DFPA Standard with exterior glue, thickness as shown on the drawings or required for the intended use. Square edge or tongue and groove as approved.
- C. Plywood for roof decking shall be 3/4" minimum CDX with C grade up. Provide "H" clips at mid-span of edge joints.

2.3 Oriented Strand Board (OSB)

- A. Shall be used for floor, wall and roof sheathing in light commercial construction applications as indicated. Each panel is third-party certified

for quality and is rated for Exposure 1 bond durability for protected applications and limited exposure during normal construction delays. OSB shall be edge coated to limit absorption and pick-up of moisture. OSB shall be equal to Georgia-Pacific Blue-Ribbon OSB.

2.4 Wood Treatment

- A. Lumber in contact with concrete or masonry, including roof blocking, cants and nailers and/or as indicated, shall be pressure preservative treated in accordance with American Wood Preservers Institute Standard No. LP-2. Creosote, oil, or similar materials which bleed shall not be used.
- B. Lumber for blocking and furring, located within interior concealed spaces shall be non-combustible. Treatment shall be equal to "Flame-Proof" by Osmose Wood Preservative; "Non-Con" by Koppers or approved equal. Lumber shall be UL certification marked.
- C. Pressure Treated wood associated with roof and roof edge construction which will be in contact with steel or galvanized steel components shall be wrapped or covered with Ice & Water Shield to prevent direct contact between pressure treated wood and steel.

2.5 Fastening Devices

Nails, screws, bolts, anchors, washers, clips, shields, power actuated devices and other rough hardware shall be of the sizes and types indicated on the drawings or as required to adequately anchor all members. Anchors for nailing strips and blocking shall have nuts and washers countersunk and bolts cut off flush with the top of the wood nailer. All fasteners in contact with pressured treated wood shall be galvanized.

2.6 Temporary Closures

Provide batten doors with locks at all exterior openings. Appropriate protection against weather and life safety shall be maintained throughout the job.

2.7 Blocking

Provide solid blocking at all grab bars, millwork cabinets and wall mounted units. Coordinate with Installer and/or Manufacturer.

2.8 Building Wrap - Provide building wrap over exterior surface of all exterior walls as recommended by manufacturer. Building Wrap shall be approved equal to Tyvek.

2.9 Air /Moisture Barrier - Provide building wrap over exterior surface of all exterior walls as recommended by manufacturer. Basis of Design: Spunbonded polyolefin, non-woven, non-perforated, weather barrier is based upon Dupont Tyvek Commercial Wrap and related assembly components.

3.0 - EXECUTION

3.1 Installation

- A. All work shall be installed plumb and true, and secured in place with proper fastenings so as to make rigid and firm.
- B. The work of this section shall be performed in the best practice relating to the trade so as to carry out the intent of the drawings and to properly accommodate the work of all trades.
- C. Cut ends or faces of all treated wood shall be brushed treated with preservative.
- D. Wood Studs shall not exceed 16" o.c. Provide stud framing for walls to receive

ceramic tile at 12" o.c.

- E. Plywood Roof Decking shall be installed with a 1/8" expansion gap between abutting sheets, all sides.
- F. All Roof Deck fasteners shall be 100% within roof framing. Nails missing or bypassing structural rafter members shall be subject to correction.

END OF SECTION

1.0 - GENERAL

1.1 Scope

The work under this section consists of caulking and sealants.

1.2 Work Included

See the drawings for all items and places requiring caulking. Completely seal with specified caulking compound joints around door frame and frame base and window frames (inside and outside); all other openings in masonry, concrete, or precast concrete joints in or between precast concrete panels; beneath all exterior thresholds; around plumbing fixtures; all places indicated on the drawings to be caulked; and all other places where caulking is required, whether specifically shown on the drawings or not.

1.3 Submittals

Submit for approval product literature and samples of all materials proposed for use. Colors to be approved in the field by the Architect to match adjacent construction color.

2.0 - PRODUCTS

2.1 Sealant

- A. Exterior sealant shall be a gun grade one part silicone compound. Materials shall be Tremco Spectrem 1, Dow Corning No. 790 or Pecora No. 890, color as selected.
- B. Primer, if required, for the silicone sealant shall be a quick drying clean primer as recommended by the manufacturer of the material used.

2.2 Caulking

- A. Interior caulking compound shall be a paintable, one part, gun grade butyl rubber base material equal to Tremco Tremflex 834 Acrylic, Pecora BC-158 or DAP Butyl Flex or acrylic latex base caulking compound equal to Pecora AC-20 or DAP Latex Caulk.
- B. Floor Caulking compound shall be a tintable, semi-self-leveling polyurethane base equal to Tremco THC900/901. Colors shall be selected by Architect from manufacturers entire line of colors.

2.3 Fire Caulking

All locations indicated and/or all penetrations or openings into fire barriers shall be sealed with fire caulk material meeting UL requirements for such application. Submit product literature indicating UL compliance for approval. All trades shall use same fire caulk product. Installer shall be certified by the manufacturer.

2.4 Compressible Joint Sealant

Sealant shall be compressible polyurethane foam impregnated with polybutylene, Polytite as manufactured by Polytite Manufacturing Corporation, or other material as approved.

2.5 Filler

Filler shall be polyethylene foam, polyurethane foam, untreated jute, pointing mortar or other oil-free materials subject to approval of the manufacturer of the caulking or sealant compound.

2.6 Accessories

- A. Bond breaker shall be polyethylene tape.
- B. Solvents, cleaning agents, and other accessory materials shall be as recommended by the sealant manufacturer.

3.0 - EXECUTION

3.1 Joint Preparation

- A. Joints deeper than 1/2" shall be built up to a depth of 3/8" below adjacent surfaces with approved filler material prior to applying sealant. All surfaces must be clean and dry. Any protective coating or foreign matter such as oil, dust, grease, dirt, or frost on building materials that will impair bond shall be removed. Masonry and concrete surfaces shall be sound. If required by manufacturer's instructions, apply brush coat of primer to surfaces and allow to dry before applying sealant.
- B. At the option of the applicator, the surfaces next to the joints may be masked to obtain a clean neat line. Remove tape immediately after tooling the sealant.

3.2 Application

- A. Caulking or sealant shall be used from manufacturer's original cartridge in a standard open type, hand operated caulking gun. Nozzle shall be cut to proper size to obtain a neat, smooth, and uniform bead. When handling bulk material, manufacturer's instructions shall be followed.
- B. A full bead of caulking or sealant shall be applied into joint under sufficient pressure, drawing nozzle across caulking or sealant to leave a slightly concave surface. Tool with a caulking tool or soft bristled brush moistened with solvent within 10 minutes after exposure. All sealed joints shall be watertight.
- C. Joints shall be caulked before painting adjacent work. Do not paint over silicone sealant compound.
- D. Fire caulk shall be installed to comply with manufacturer's requirements, UL requirements, and requirements of authority having jurisdiction.

3.3 Clean-up

On non-porous surfaces, excess uncured caulking shall be immediately removed with a solvent moistened cloth. On porous surfaces, excess caulking should be allowed to cure overnight, then remove by lightly wire brushing or sanding. All adjacent surfaces shall be clean and free from stains.

END OF SECTION

PROTECTIVE COVER-WALKWAY - SECTION 10530
(Aluminum Baked Enamel Acrylic Finish)

1.0 - GENERAL

- 1.1 Scope
The work of this section shall include all labor, material, and equipment necessary to furnish and install Walkway Cover and accessories hereafter specified and/or indicated on the Drawings.
- 1.2 Manufacturer
Walkway Cover shall be Tennessee Valley Metals, Peachtree Protective Covers, Inc., Superior Metals, Mitchell Metals or approved equal as long as they meet or exceed specifications and adhere to drawing details.
- 1.3 Shop Drawings
Shop drawings shall be submitted to the architect for approval before fabrication. These drawings to show size, arrangement and type of material, connections, and relationship to adjacent work.
- 1.4 Guarantee
The Walkway Cover Contractor shall guarantee all materials and workmanship covered by this section for a period of one (1) year from date of final acceptance of the Contract, or from occupancy of the building, whichever is earlier.

2.0 - PRODUCTS

- 2.1 General
 - A. Structural roof system for walkway shall be complete with all required components and accessories as shown on the Drawings and as required.
 - B. The structure shall be designed to withstand severe icing, heavy hail, and hurricane winds.
- 2.2 Concealed Drainage
Water shall drain internally from deck to beams and/or to columns, spouting out at ground level through columns.
- 2.3 Materials
 - A. Roof Panel: The self-supporting aluminum Roof Panel shall be an alloy accurately roll formed to the deep channel design shown on the Drawing. It shall have a depth required for span and be furnished with an interlocking design to provide a weathertight load-bearing deck. The gauge of the panels shall be as required to support the load in accordance with engineering prints and calculations provided by the manufacturer. Material to be baked enamel acrylic. Color as selected by Architect.
 - B. Roll-formed Fascia: The fascia shall be accurately roll formed from an aluminum alloy to the sculptured design shown on the drawing so that it will serve as a built-in gutter for roof drainage and as a structural frame member with a height of not less than 6-1/4" and a gutter width of not less than 2-3/8".

Gutter cross sectional area shall be 4 square inches. Fascia gauge shall be as required for the load to be supported in accordance with engineering prints and

calculations provided by the manufacturer. Materials to be baked enamel acrylic. Color as selected by Architect.

- C. Finish: The enameled finish on roof panels, roll-formed fascia and related enameled components shall be designed for optimum performance in exterior installations under all environmental conditions. The finish shall be applied in accordance with and conform to or exceed the Painted Sheet "Quality Standards" and recommended ASTM, Military and/or Federal Test Methods specified by the Aluminum Association in their publication "Aluminum Standards & Data".

All exposed materials shall be pre-finished. The roof system shall be finished equally, both sides (top and bottom surfaces matching color). Color choices shall include bronze, dark bronze, medium bronze.

Galvanized metal shall be solvent clean with VM&P Naphtha.
Primer: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310

Finish: Apply two coats
S-W Pro Industrial HP Acrylic Coating, S/G, B66-650
OR S-W Pro Industrial HP Acrylic Coating, Gloss, B66-600

Non-primed metal shall be cleaned and etched with approved acid and washed with water.

Primer: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310

Finish: Apply two coats
S-W Pro Industrial HP Acrylic Coating, S/G, B66-650
OR S-W Pro Industrial HP Acrylic Coating, Gloss, B66-600

Primed metals shall be inspected, scuffs, and abrasions sanded free of rust and receive full coat of primer. Concealed metal surfaces shall be spot primed.

Spot Primer Coat – S-W Pro Industrial Pro-Cryl Universal Primer, B66-310

Finish: Apply two coats
S-W Pro Industrial HP Acrylic Coating, S/G, B66-650
OR S-W Pro Industrial HP Acrylic Coating, Gloss, B66-600

- D. Component Accessories: Roof Brackets, Post Brackets, Flashing, etc., shall be of same materials and finishes as specified for prime components. Each part and its use is described in the engineering prints and calculations provided by the manufacturer. Each part shall be used as specified in the aforementioned prints. Posts shall be used as specified. All components must match finish color as selected by Architect.

- E. Hardware: All bolts, nuts, washers, and screws used in joining the members of the canopy together shall be stainless steel up to 1/4" diameter nominal size. Any hardware 1/4" diameter and larger shall be hot dip galvanized to withstand 200 hours' salt spray test of maximum resistance to rust and corrosion. Provide concealed fasteners where possible. All hardware must match finish color as selected by Architect.

3.0 - EXECUTION

3.1 Installation

- A. Installed units shall have the following minimum pitch for water drainage of the roof.

Minimum pitch for all panels and fascia:
Up to 10'-1/8" ft.
Over 10'-1/4" ft.

- B. Installed unit shall be properly caulked with a suitable, high-quality material where needed and where specified.
- C. Installed unit shall meet local building code requirements and conform to the engineering prints provided by the manufacturer.

3.2 Erection

- A. Columns and beams shall be aligned with care before columns are grouted. Downspout columns shall be filled to the discharge level to prevent standing water, and downspout deflectors installed after grouting.
- B. Grout shall be #2000 compressive strength. Mix by volume, 1 part Portland cement and 3 parts masonry sand. Add water to make pouring consistency and vibrate with a small rod to fill voids.
- C. Extreme care shall be taken to prevent damage or scratching. All workmanship must be of the very best, with neat miters and fitted joints.

3.3 Flashing

At adjoining construction, as indicated or required.

3.4 Clean Up

Remove all debris from the site as it accumulates. Clean Protective Walkway Cover at completion of installation and leave in as new condition.

END OF SECTION

1.0 - GENERAL

- 1.1 Scope
The work of this section consists of furnishing and installing complete, all miscellaneous furnishings and fixture items as indicated.
- 1.2 Submittals
Shop drawings shall be submitted.
- 1.3 Warranty
Provide Manufacturer's Standard Warranty where manufacturer warrants that the Goods delivered hereunder shall be of the kind described within this agreement and free from defects in material and workmanship under conditions of normal use for a period of six (6) years. Halotron, CO2 and Water/Water based extinguisher will be warranted for a period of five (5) years.

2.0 - PRODUCTS

- 2.1 Fire Extinguisher Cabinets (FEC)
Recessed or semi-recess U.L. approved baked enamel 18 gauge steel cabinet, 24" h. x 10-1/2" w. x 6" d. with 2-1/2" trim. Cabinet door to be baked enamel or epoxy coated with stencil lettering "Fire Extinguisher" equal to J. L. Industries-Panorama #1017 Identity Q horizontal, white w/red letters - type break glass w/cly. lock; Larsen's Mfg. Co.; Amerex Corporation; or approved equal.

Provide comparable fire rated fire extinguisher cabinets in fire rated walls as per rating indicated.
- 2.2 Fire Extinguisher (FE)
 - A. Cabinet Mounted - U.L. approved, 10 pound, tri-class dry chemical for Class A, B, & C fires. Equal to J. L. Industries - Cosmic 10E with hose; Larsen's Mfg. Co.; Amerex Corporation. Provide one with each cabinet.
 - B. Wall Mounted - 10 pound, Tri-Class Dry Chemical for Class A, B, C fires, U.L. approved, Model 10 ABCS-1. Manufacturers: J.L. Industries, Larsens, Amerex Corporation.

3.0 - EXECUTION

- 3.1 Installation
Installation of all items shall be in full conformity with manufacturer's specifications, recommendations, ADA and approved details.
- 3.2 Fire Extinguishers shall be cabinet mounted in areas as indicated. Height shall be 4' from floor to extinguisher handles.
- 3.3 Fire Extinguishers shall be wall mounted in areas as indicated or required so that distance of travel between units does not exceed 75 feet. Each separate area shall have a minimum of one unit. Mounting height shall be 4' from floor to handle.

END OF SECTION

**NEW PORTABLE CLASSROOMS FOR
SPRINGVILLE ELEMENTARY SCHOOL AND
MARGARET ELEMENTARY SCHOOL
(#22-68)**

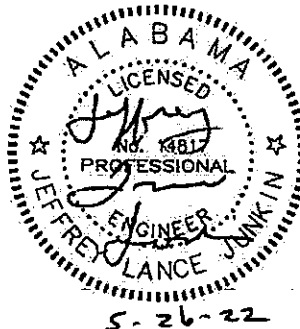
PROJECT NO. 2281

MAY 2022

**STEWART ENGINEERING, INC.
ELECTRICAL CONSULTANTS**

PHONE (256) 237-0891

ANNISTON, ALABAMA 36202



ELECTRICAL - SECTION 16000

1.0 GENERAL

1.1 Related Documents

The general provisions of the contract, including General Conditions and General Requirements, apply to the work specified in this section.

1.2 Description of Work

Furnish all labor and materials required to complete the electrical work indicated on drawings or herein specified. Major work included in this section shall be:

- A. Arrange with local utility companies for providing such electrical and electronic services as indicated or herein specified. Pay to utility companies any charges associated with providing these services.
- B. Remove or relocate all electrical or electronic services located on or crossing through the project property, either above or below grade, which would obstruct the construction of the project or conflict in any manner with the completed project or any code pertaining thereto.
- C. Furnish and install complete electrical light and power system.
- D. Connect all meters, switchboards, panelboards, circuit breakers, power outlets, convenience outlets, switches and/or other equipment forming part of the system.
- E. Connect all electrical equipment mentioned in this section or noted on drawings, whether furnished by Electrical Contractor or by others.
- F. Furnish and install all disconnect switches not included as integral part of equipment.
- G. Complete alterations and additions to existing Fire Alarm System.
- H. Complete alterations and additions to existing Sound System.
- J. Furnish and install outlet boxes, faceplates, conduit raceways, cable, data outlet faceplates and jacks, patch panels, IDF frame, and termination connectors and all other equipment needed for complete Telephone and Computer Cabling System.
- H. Procure and pay for permits and certificates as required by Local and State Ordinances and Fire Underwriters Certificate of Inspection.
- I. Visit the Site and determine conditions which affect this contract. Failure to do so will in no way relieve contractor of his responsibility under this contract.
- J. Submit to Architect a Certificate of Final Inspection from local Inspection Department along with assurance of completion of any items on this list.

1.3 Qualifications Of Electrical Subcontractor

The Electrical Subcontractor shall meet the following qualifications:

- A. In business as an Electrical Contractor for two (2) years prior to the date of opening bids. Employees of a General Contractor will not be acceptable for work for this Section.
- B. Have completed at least five (5) projects with Electrical installations of character and scope comparable with this project. Contractor must supply list of projects, with the project shop drawings, for approval. If Contractor uses subcontractor for any portion of project, the name of this subcontractor must be submitted, along with similar project list, for approval.
- C. If Electrical Subcontractor proposes to use any other Subcontractor for any part of the work, these Subcontractors shall also meet the above qualifications before bid is acceptable.
- D. If Subcontractor's office is located more than 75 miles from jobsite, he shall submit the name of a service company with a 20 mile radius of the jobsite, for approval, who will be responsible through him for service required during the warranty period.

1.4 Drawings

- A. Drawings indicate diagrammatically extent, general character and approximate location of work. Where work is indicated but with minor details omitted, furnish and install it complete so as to perform its intended function. For Building Details and Mechanical Equipment follow Architectural, Structural and Mechanical Drawings and fit electrical work thereto.
- B. Take finish dimensions at Job in preference to scale dimension.
- C. Except as above noted, make no changes in or deviations from work as shown or specified except on written order of Architect.

1.5 Manufacturers Drawings and Data

- A. Within twenty (20) days after award of contract submit six (6) copies of Manufacturer's drawings to Architect for review of the following items. Partial submittals will be acceptable. Shop drawings of a specified item or system to be in one submittal:
 - 1. Lighting Fixtures
 - 2. Panelboards
 - 3. Sound System
 - 4. Fire Alarm System
 - 5. Data Cabling System
 - 6. List of five (5) projects that Contractor (and any sub-contractor) has completed similar in size and capacity to this project
- B. Drawings of power equipment to contain exact details of device placement, phasing and numbering in elevation form. They shall also contain elevation view of front panelboard/switchboard outside cover.
- C. See Section 01350 – Administrative Requirements, for submittal procedures.

1.6 Progress of Work

- A. Cooperate with other crafts and schedule work as needed. Do not delay other trades. Maintain necessary competent mechanics and supervision to provide an orderly progression of the work.

- B. Be informed as to equipment furnished by other trades but not liable for added cost incurred by equipment substitutions made by others above wiring indicated on drawings.

1.7 Insurance

- A. This Contractor to carry Workman's Compensation Insurance and Public Liability Insurance and save Owner free from damage from suits arising out of the performance of this contract.

1.8 Protection of Persons and Property During Construction

- A. Take all precautions to provide safety and protection to persons and protection of materials and property as necessary, including protection from injury from rotating or moving equipment, tools, hot surfaces, holes, shafts, falling objects, electrical energy and all other potential hazards. Erect signs, barricades, warning lights, instruct workmen and others who may be subject to construction hazards.
- B. Protect items of equipment from stains, corrosion, scratches and any other damage or dirt, whether in storage at job site or installed. No damaged or dirty equipment, lenses or reflectors will be accepted.

1.9 Service Entrance

- A. Main service shall be as shown on drawings. Verify with the local utility company that the location, arrangement, voltage, phase and connections to utility service as well as required metering equipment are coordinated with and in accordance with requirements of the local utility company. If their requirements are at variance with these drawings or specifications, the contract price shall include any additional cost necessary to meet those requirements without extra cost to the Owner after contract is entered into. Notify Architect of any changes required before proceeding with work.

1.10 Cleaning Up

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

1.11 Operating and Maintenance Instructions

- A. Turn over to Architect one set of marked "as built" drawings, one set of all equipment catalogs and maintenance data and one set of shop drawings on all equipment requiring same. Explain and demonstrate electrical systems to Owner's representative.

1.12 Guarantee

- A. Guarantee that all work executed under this section will be free from defects of workmanship and materials for a period of one year from date of final acceptance of this work. Promptly repair, replace or otherwise make good, any defect becoming apparent during this period, upon notification and at no charge to Owner.
- B. See Section 01910 – Closeout Submittals, for additional warranty requirements.

1.13 Temporary Systems

- A. The Electrical Contractor shall be responsible for the furnishing and installation of all equipment and materials necessary for providing temporary power required by all trades during construction. All temporary wiring shall be installed so as not to interfere with the new construction and shall be made in a safe and approved manner.
- B. It shall be the responsibility of the Electrical Contractor to visit the site prior to submitting bid and thoroughly review all existing conditions affecting the temporary system requirements.

2.0 PRODUCTS

2.1 Standard of Materials

- A. All materials shall be new and listed by the Underwriters' Laboratories as conforming to these standards.
- B. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect, has been presented in writing, with samples, if requested by the Architect. All proposed substitutions shall be approved in writing at least five days prior to bid date.
- C. It shall be understood that the Architect has the authority and may reject any material or equipment not specified or approved, or showing defects of manufacturer or workmanship, before or after installation.

2.2 Conduits

- A. Rigid: To be mild steel piping, galvanized inside and outside, and conform to ASA Specification C80.180.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburg.
- B. Intermediate Metal Conduit: Shall be hot dipped galvanized inside and outside, and manufactured in accordance with U.L. Standard #6 or #1242. By Allied or approved equal.
- C. E.M.T.: To be of high grade steel electro-galvanized outside and lacquer or enamel coating inside and conform to ASA Specification C80.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburg.
- D. PVC: To be of high impact PVC Schedule 40 and conform to Underwriters' Laboratories Standard UL-651. PVC to be used only where indicated on drawings. By Pittsburg, R. G. Sloane or Carlon.

2.3 Couplings and Connectors

- A. Rigid & IMC: By Raco, Efcor, Republic or Appleton.
- B. E.M.T.: All steel raintight type. Pressure indented type or cast metal will not be approved. All connectors to be insulated. By Appleton, Raco or Efcor.
- C. PVC: To be of high impact PVC Schedule 40. Joints to be made with PVC solvent cement as recommended by manufacturer. By Pittsburg, R.G. Sloane or Carlon.

2.4 Bushings

- A. All rigid bushings 1 1/4" and larger shall be the insulated grounding type. All other bushings shall be OZ. Mfg. Co., Type B or Efcor Type 55 insulated metallic type or by Sylvania.
- 2.5 Conduit Seals
- A. All conduit seals for wall, floor or ceiling penetrations shall be by 3M Company or approved equal.
- 2.6 Conduit Accessories
- A. Conduit clamps and supports by Efcor, Steel City or G. A. Tinnerman. Conduit fittings by Pyle-National, Crouse-Hinds and Appleton.
- 2.7 Building Wire
- A. Conductors shall have current carrying capacities as per N.E.C. and with 600 volt insulation THW #12 minimum. Conductors #3 and smaller to be copper. Conductors #2 and larger to be copper unless specifically indicated aluminum on drawings. Insulation for conductors to be N.E.C. Type THW for #3 and smaller. Insulation for conductors #2 and larger shown in cable specifications. By Phelps-Dodge, Rome, Simplex, General Cable, Okonite or Anaconda.
- 2.8 Cable
- A. Conductors for 0-600 volts shall have copper, current carrying capacities as per N.E.C. with cross-linked polyethylene insulation and thickness to IPCEA standards, and U.L. Standard #44. Rated for wet and dry locations. Type THW or THWN. By Phelps-Dodge, Rome, Simplex, General Cable, Okonite or Anaconda.
- 2.9 Fixture Wire
- A. Conductors for fixtures of 300 watts or less shall be #16 type TFN, for fixtures of more than 300 watts #14 type TFN shall be used. Conductors in channel of fluorescent fixtures shall be type THHN or RHH. Conductors shall be either Phelps-Dodge, Anaconda, Rome or General Cable.
- 2.10 Control and Signal System Wire
- A. Type TFF minimum size #16 copper and fully color coded. Conductors by Phelps-Dodge, Anaconda, Rome or General Cable.
- 2.11 Junction Boxes (thru 4-11/16")
- A. Sheet Metal: To be standard type with knockouts made of hot dipped galvanized steel by Steel City, Raco, Appleton or approved equal.
 - B. Cast: To be type FS, FD, JB, GS or SEH as required for application.
 - C. Junction and Pull Boxes (larger than 4-11/16"): To be cast aluminum for all below grade exterior use and where shown all other shall be oil tight, JIC boxes not less than 16 gauge. Hoffman type "CH" Boxes.

2.12 Gutters

- A. Up to and including 8" x 8" shall be a standard manufacturer's item as manufactured by Square D, ITE or B & C Company. Special gutters shall be made of code grade galvanized sheet steel with hinged covers having approved fastening devices. At each location shown for gutters, install a wood backboard not less than 3/4" thick, paint 2 coats of gray enamel, mount all equipment thereon. Conductors serving a gutter shall be extended without reduction in size for the entire length of the gutter. Tap-offs to the switches and other items serviced by the gutter shall be made with Penn-Union and Anderson compression connectors for aluminum conductors. Properly tape and insulate.

2.13 Outlet Boxes

- A. Standard type with knockouts made of hot dipped galvanized steel. Ceiling outlet boxes shall be 4" octagon 1-1/2" deep or larger if required due to number of wires.
- B. Boxes shall be provided with approved 3/8" fixture studs where required. Except when located in exposed concrete block switch and receptacles boxes shall be 4" square for single gang installation. Appropriate gang boxes shall be used for mounting ganged switches. Use Raco square block boxes for exposed block walls. By Steel City, Raco, National or Appleton.

2.14 Safety Switches

- A. Furnish and install safety switches as indicated on the drawings. Switch to be NEMA Heavy Duty type HD and Underwriters' Laboratories listed. Safety switches to be G.E., Cutler Hammer, Sylvania or Square D Heavy Duty type.
- B. Appropriately identify each safety switch by engraving micarta name plate.

2.15 Fuses

- A. Branch feeder fuses to be Bussman Manufacturing Company dual element and fusetrone. Main switch fuses to be Bussman Manufacturing Company dual Hi-Cap. Fuses to be used only where indicated on drawings. Equals by Littell Fuse accepted.

2.16 Manual Motor Switches

- A. Thermal overload protection to be provided for single phase motors by manual switches with overload units rated as required by specific motor to be served. Manufactured by Cutler Hammer or Square D with NEMA Type 1 enclosure.

2.17 Wiring Devices

- A. Switches shall be A.C. type as made by Hubbell, P & S, Sierra, Bryant, Slater or Arrow Hart as shown on the drawings.
- B. Receptacles shall be Hubbell, Bryant, P & S, Sierra, Slater or Arrow Hart as shown on the drawings.
- C. Wiring devices shall be gray with stainless steel plates, beige with brass, ivory with ivory bakelite, brown and brown bakelite.

2.18 Special Purpose Receptacles

- A. Special purpose receptacles (other than 120V, 20A) shall be complete with a matching cord grip cap of the same manufacturer. See plans for special receptacles required in various locations.

2.19 Floor Outlets

- A. Floor outlets shall be an adjustable, galvanized floor box finished with accessories as required for a complete installation for power or communications. Except as identified otherwise on the plans, use Type "A" outlets as follows:
 - 1. Type "A" Outlet: Power outlets shall be Hubbell #2429 floor box finished with #S-2425 brass plate, #SC-3091 service fitting, receptacle and required accessories. Signal outlets shall be the same except #SC-3090 service fitting.
 - 2. Type "B" Outlet: Power outlets shall be Hubbell #2429 floor box finished with #S-3825 brass plate and complete with duplex receptacle and required accessories. Signal outlets shall be the same, less receptacle and with #S-2425 plate and #S-3086 nozzle furnished to the Owner.
 - 3. Type "C" Outlet: Power outlets shall be Hubbell #B-2529 floor box furnished with #S-3042 carpet flange and #S-3040 service fitting with duplex receptacle. Signal outlets shall be the same, except with #S-3041 service fitting.
- B. Where equipment is to be connected above floor level, delete service fitting and nipple or flex to connection from threaded brass floor plate.

2.20 Finishes

- A. All electrical items (device and telephone plates, junction, floor outlets, under-floor duct junctions, outlets, and other miscellaneous items) to match finish of building hardware in area installed. Unfinished areas with exposed conduit, shall have surface mounted boxes, gray switches and outlets, galvanized metal plates with beveled edges. All outlets to be gray with stainless steel plates.

2.21 Fixtures

- A. Fixtures shall be furnished as shown in fixture schedule on drawings. It shall be specifically the responsibility of this Contractor to verify exact type ceiling and recessing depth of all recessed fixtures, prior to any purchasing of fixtures. Stems shall be approved ball aligner type swivel 30 degrees from vertical and swivel below canopy. Paint stems same color as fixture trim. Stems in unfinished areas to be unpainted conduit.

2.22 Ballasts

- A. Ballasts shall be (General Electric Maxi Miser II or approved equal by Jefferson, Universal or Advance) (electronic, rapid start, parallel wired with total harmonic distortion of less than 20%. Ballast must be approved by E.T.L. and have a noise level rating in accordance with I.E.S. recommendations. Use ballasts approved for the use in fire-rated ceilings. Provide fuse for each individual ballast. (Ballasts shall be by Advance, Motorola or Magnetek).

2.23 Lamps

- A. Furnish and install 125 volt inside frosted incandescent lamps of proper wattage for all outlets so designated on the drawings. Lamps to be G.E. Company, Sylvania, or Phillips.

- B. Furnish and install fluorescent, mercury vapor and quartz lamps of proper size and type as shown on drawings. Lamps to be G.E. Company, Sylvania or Phillips. (Fluorescent lamps shall be F32T8/SP35 with a minimum CRI of 75.)
- C. All lamps shall be installed new, immediately prior to final inspection, and shall not be used for construction purposes.

2.24 Guarantee And Warranty - Lamps

- A. The guarantee and warranty shall apply to lamps as follows:
 - 1. Fluorescent, Metal Halide, and Mercury Lamps: Guarantee for one year.
 - 2. Incandescent Lamps: Guarantee for one month.
 - 3. Quartz Lamps: Guarantee for four months.
 - 4. LED Fixtures: Per manufacturer's warranty period for LED driver.
- B. Guarantees shall begin from date of final acceptance.

2.25 Distribution and Power Panels

- A. Furnish and install distribution and power panelboards as indicated in the panelboard schedule and where shown on the plans. Panelboards shall be deadfront, safety type equipped with thermal-magnetic, molded case circuit breakers with trip ratings as indicated on the schedule.
- B. Panelboard bus structure and main lugs or main breaker shall have current rating as indicated on the panelboard schedule. Ratings to be established by heat rise tests conducted according to UL Standard UL67.
- C. Circuit breakers shall be equipped with individually insulated, braced and protected connectors. The front faces of all circuit breakers shall be flush with each other. Permanent circuit identification to be on each breaker. Tripped indication shall be clearly shown by breaker handle taking a position between ON and OFF. Provisions for additional breakers shall be such that no additional connectors will be required to add breakers.
- D. Panelboard assembly shall be enclosed in a steel cabinet. The rigidity and gauge of steel to be as specified in UL Standards. The size of wiring gutters to be in accordance with UL Standards. Cabinets to be equipped with spring latch and tumbler-lock on door trim. Doors over 48" long shall be equipped with three-point latch and vault lock. All locks to be keyed alike. End walls shall be removable. Front locks shall be code gauge, full finished steel with rust-inhibiting primer and baked enamel finish. Each front shall be furnished with a "hinged trim" accessory. A circuit directory frame and card with clear plastic covering shall be provided on the inside of the door. The directory shall be typed to identify the load fed by each circuit. Furnish an engraved micarta plate on front of panel with panel name and rating.
- E. The panelboard interior assembly to be deadfront with panelboard front removed. Main lugs or main breaker shall be barriered on five sides. The barrier in front of the main lugs to be hinged to fixed part of the interior. The end of the bus structure opposite the mains shall

be barriered.

F. Panelboards to be listed by Underwriters' Laboratory and bear UL label. When required, panelboards to be suitable for use as Service Equipment. Panelboards to be by Square D, General Electric, or Siemens.

G. When utilized as Service Entrance Equipment, this panelboard shall be equipped with built-in surge protection.

2.26 Fire Alarm System

A. General

1. The contractor shall complete alterations and additions to the existing low voltage, automatic and manual fire alarm system, as specified herein and indicated on the drawings. The system shall include a central control panel, power supply, signal initiating devices, (annunciator, a remote station equipment), audible and visual alarm devices, provisions for connections to municipal fire circuits, a conduit and wiring system, all necessary devices required to provide a complete operating system.
2. The system shall comply with the applicable provisions of the current National Fire Protection Association Standard Number 72, and meet all requirements of the local authorities having jurisdiction. All equipment and devices shall be listed by the Underwriters' Laboratories, Incorporated or approved by the Factory Mutual Laboratories.
3. To establish the type and quality of system desired, the equipment specified is that of Notifier Company. No deviation will be considered unless submittals are received and approved, in writing, not less than ten (10) days prior to bid date. Edwards is an approved equal.

B. Control Panel

1. The Contractor shall provide and install all necessary expansion cards to the existing Notifier Control Panel. If the additions over load any of the existing control panels then this contractor shall expand the control panels or replace them to accommodate the existing plus additions.

C. Fire Alarm Pull Stations

Shall be Notifier Type LNG-1 flush mounted. Stations with two sets of contacts will not be acceptable.

D. Signaling Devices

Notifier Model SHG24-1575WR Combination Horn-Lamp unit shall be where shown on plans. Notifier Model GXS-4-1575WR Strobe Unit shall be installed where shown on plans. Notifier Model SPK4-24-1575 combination Speaker-Strobe shall be installed where indicated on the plan. All Horn-Strobe units shall meet ADA requirements. Make separate connections to horns and to strobes to permit strobes to operate after system is silenced.

E. Wiring

1. All wiring shall be in accordance with the NATIONAL ELECTRICAL CODE and the

local code having jurisdiction. Unless otherwise specified, minimum wire size shall be 12 gauge for A.C. and power supply connections, 14 gauge for audible alarm and auxiliary circuits, and 14 gauge for signal initiating circuits. Typical diagrams shall be provided for devices and power wiring.

2. Wiring shall be run in conduit. In general the wiring shall consist of:

From the Control Panel:

- a. 2#14 wires common to all Fire Alarm Stations or Detectors.
- b. 4#14 wires common to each circuit of Fire Alarm Signals.

F. Certified Fire Alarm Contractor

1. The Certified Fire Alarm Act requires that the company installing the fire alarm system must be licensed as a Certified Fire Alarm Contractor. The contractor must have a NICET Level III Technician in a position of responsibility, and the license must be issued in the name of the certificate holder and the contractor. The Certified Fire Alarm Act also requires that technicians working for the Certified Contractor must hold a current NICET Level II, or equivalent, certification. Contractors wishing to bid this project will be required to show evidence at the pre-bid conference that he/she meets the certification requirements of the Certified Fire Alarm Act and holds a permit/license issued by the State Fire Marshall.

G. Testing, Guarantee And Service

1. A Factory trained representative of the manufacturer shall supervise final testing of the system and it shall be subject to the approval and acceptance of the responsible engineer. On completion of the acceptance tests, the Owner or his representative shall be instructed in the operation and testing of the system. The Owner shall be provided with a written verification of this inspection and certification.
2. The Fire Alarm system shall be free from defects in workmanship and materials, under normal use and service, for a period of one year from date of acceptance or beneficial occupancy; whichever earlier. Any equipment shown to be defective in workmanship or material shall be repaired, replaced, or adjusted free of charge.
2. The equipment manufacturer shall be represented by a service organization, and the name of this organization shall be furnished to the Architect and Owner. The service organization shall furnish, gratis to the Owner, a one year maintenance and inspection Contract, effective from the date of final acceptance. The contract shall provide for four inspections during the contract year.

2.27 Sound System

A. General

The contractor shall complete alterations and additions to the existing Sound System as specified herein as shown on the plans together with all equipment and accessories required to provide a complete operating System. The System shall be installed by a factory trained sound system contractor for the equipment manufacturer.

The entire System shall be guaranteed for a period of one (1) year from the date of final

acceptance of the installation and any defective equipment or parts shall be replaced or repaired, during the guarantee period, at no cost to the Owner.

The manufacturer and model numbers are provided to establish quality of equipment and operating requirements for the system. Any proposed substitution of equipment must be approved by the Architect within ten days prior to bid date. No substitution will be permitted after the project bid date.

B. Console

The existing Control Console is a Dukane Model MCS350 Console.

C. Wall Speakers

All speakers shall be ceiling or wall mounted as shown on the plans and shall consist of 8-inch speaker with 10-ounce ceramic magnet, 25 volt tapped line, matching transformer, baffle and enclosure. Wall mounted speakers shall be flush wall mounted with SOUNDOLIER 164-8 baffle and 191-78 backbox.

D. Call-In Switch

The classroom call-in switch shall be designed for light annunciator call-in and shall consist of momentary pushbutton switch with stainless-steel face plate. The call-in switch shall be Dukane CA10.

E. Sound System Existing

The Sound System is existing and this contractor shall make additions as called for on the drawings and specifications. Speakers and Call-in Switches added shall be compatible with the existing system. If the additions over load the existing amplifiers then this contractor shall expand the systems or replace them to accommodate the existing plus additions.

F. Sound System Installation

1. All wiring shall be in accordance with the local national codes.
2. Wiring shall be run in conduit except where accessible above lay-in ceilings. The wiring shall consist of the following:
 - a. West Penn 357 cable from amplifier to speakers.

2.28 Computer Cabling System

A. General

1. This document defines the products and the execution requirements required to furnish and install a complete distribution system utilizing a structured cabling system.
 - a. All cables and related terminations, support and grounding hardware shall be furnished, installed, tested, and documented by the structured cabling contractor as detailed in this document.
 - b. The distribution system shall be all inclusive and represent a complete installation at

the sites shown on the attached drawings and in the attached specifications. The structured cabling contractor shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test and turnover for acceptance to the Customer the cabling system detailed herein.

- c. Product specifications and general design considerations are provided in this document. Quantities of telecommunication outlets, typical installation details, cable routing and outlet types will be provided in the contract drawings. The successful structured cabling contractor shall meet or exceed all requirements for the cable system described in this document and as indicated in the contract drawings.
- d. Refer to contract drawings for additional requirements to include color coding of faceplates, jacks and cables, labeling, installation, etc.

B. Related Requirements

- 1. Drawings and general provision of Contract, including General and Supplementary Conditions, Division-1 Specification, and Division 16 Electrical sections apply to work in this section.

C. Reference Standards

- 1. Note use the latest ratified codes and standards for the following:
 - a. ANSI/TIA/EIA-568 Commercial Building Telecommunications Cabling Standard.
 - b. ANSI/TIA/EIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces.
 - c. ANSI/TIA/EIA-606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
 - d. ANSI/TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications.
 - e. ANSI/TIA/EIA-526 Measurement of Optical Power.
 - f. ANSI/TIA/EIA-758 Customer-Owned Outside Plant Telecommunications Cabling Standard.
 - (1) Install cabling in accordance with the most recent edition of BICSI publications.
BICSI-Telecommunications Distribution Methods Manual.
 - (2) BICSI-Installation Transport Systems information Manual.
 - (3) BICSI-Network Design Reference Design Manual.
 - (4) BICSI-Outside Plant Design Reference Manual.
- 2. Federal, State and local codes, rules, regulations, and ordinances governing the work, are fully part of the specifications as if herein repeated or hereto attached.
- 3. If the contractor should note items in the drawings or the specifications, construction of which would be a code violation(s), promptly call them to the attention of the owner's representative in writing.
- 4. All material shall be listed by UL or other national independent testing standard shall apply.

5. If this document and any of the documents listed above are in conflict, then the more stringent requirement shall apply. All documents listed are believed to be the most current releases of the documents. The structured cabling contractor has the responsibility to determine and adhere to the most recent release when developing the proposal for installation.
6. This document does not replace any code, either partially or wholly. The structured cabling contractor must be aware of local codes that may impact this project.
7. MER- Main Equipment Room
8. TER- Telecommunication Equipment Room

D. Approved Contractor

1. The structured cabling contractor is responsible for workmanship and installation practices in accordance with the manufacturer's written policies.
2. The cable and connectivity manufacturer will extend a manufacturer's warranty for all products installed in this project to the end user once the structured cabling contractor fulfills all requirements under these specifications.
3. The structured cabling contractor must provide a reference list with contact names and phone numbers for three (3) projects of similar scope.
4. Structured cabling contractor must be a certified contractor with a connectivity manufacturer specified in this document and be in good standing with manufacturer's 25-year warranty program. A copy of the manufacturer's certification documents must be submitted with the product submittals in order for such quote to be valid.
5. Structured cabling contractor must have a current Registered Communications Distribution Designer (RCDD) on staff and be responsible for this project. RCDD credentials shall be submitted with bid.
6. The owner reserves the right to require the structured cabling contractor to remove from the project any such employee the owner deems to be incompetent, careless or insubordinate.
7. All clean up activity related to work performed will be the responsibility of the structured cabling contractor and must be completed daily before leaving the site.

E. Submittals

1. See Section 01300 - Administrative Requirements, for submittal procedures.
2. Submit to the engineer/designer shop drawings, product data (including cut sheets and catalog information), and samples required by the contract documents. Submit shop drawings, product data, country of origin and samples with such promptness and in such sequence as to cause no delay in the work or in the activities of other contractors. The engineer/designer will indicate approval of shop drawings, product data, and samples submitted to the engineer by stamping submittals "APPROVED" with a stamp. Submitted shop drawings shall be initialed or signed by the structured cabling contractor's legitimate firm name.
 - a. By submitting shop drawings, product data, and samples, the structured cabling contractor acknowledges that he/she carefully reviewed and verified materials,

quantities, field measurements, and field construction criteria related thereto. It also demonstrates that the structured cabling contractor has checked, coordinated, and verified that information contained within shop drawings, product data, and samples conform to the requirements of the work and of the contract documents. The engineer/designer remains responsible for the design concept expressed in the contract documents as defined herein.

- b. The engineer's/designer's approval of shop drawings, product data, and samples submitted by the structured cabling contractor shall not relieve the structured cabling contractor of responsibility for deviations from requirements of the contract documents, unless the structured cabling contractor has specifically informed the engineer/designer in writing of such deviation at time of submittal, and the engineer/designer has given written approval of the specific deviation. The structured cabling contractor shall continue to be responsible for deviations from requirements of the contract documents not specifically noted by the structured cabling contractor in writing, and specifically approved by the engineer in writing.
 - c. The engineer's/designer's approval of shop drawings, product data, and samples shall not relieve the structured cabling contractor of responsibility for errors or omissions in such shop drawings, product data, and samples.
 - d. Storage and handling requirements and recommendations.
 - e. Installation method.
- 3. Shop Drawings: Show compliance with requirements on isometric schematic diagram of network layout, showing cable routings, telecommunication closets, rack and enclosure layouts and locations, service entrance, and grounding, prepared and approved by BICSI RCDD.
 - 4. Submit proof from manufacturer's good standing in manufacturer's warranty program.
 - 5. Submit letter from manufacturer stating that the manufacturer will provide 25-year performance warranty that covers labor, material and applications.
 - 6. Submit copy of structured cabling contractor's RCDD certification.
 - 7. Test Plan: Complete and detailed plan, with list of test equipment, procedures for inspection and testing, and intended test date; submit at least ten (10) days prior to intended test date.
 - 8. Upon request by the engineer/designer, furnish a list of references with specific information regarding type of project and involvement in providing of equipment and systems.
 - 9. Submit references as required.
 - 10. At completion of project, structured cabling contractor shall submit the following
 - a. Copper certification test results, computer generated hard copy and diskettes.
 - b. Optical fiber power meter/light source certification test results in computer generated hard copy and in diskettes.
 - c. Project Record Documents: Prepared and approved by RCDD.
 - 1) Submit scale drawings for each 1/2" = 1'0"- drawing for each MER and each

- TR showing all racks, patch panels, 110 blocks etc.
 - 2) Identify distribution frames and equipment rooms by room number on contract drawings.
 - 3) Copper certification test results printouts and diskettes.
 - 4) Optical fiber power meter/light source test results.
 - 5) Labeling and administration documentation.
 - 6) Manufacturer's 25-year warranty certificate.
- 11. Work shall not proceed without the engineer's approval of the submitted items.
 - 12. The structured cabling contractor shall receive approval from the engineer on all substitutions of material. No substituted materials shall be installed except by written approval from the engineer.

F. Quality Assurance

- 1. The structured cabling contractor shall be fully capable and experienced in the structured cabling system specified. The contractor shall have at least 3 years' experience in structured cabling.
- 2. The structured cabling contractor shall employ a project manager who is a RCDD.
- 3. Equipment and materials of the type for which are independent standard testing requirements, listings, and labels, shall be listed and labeled by the Independent testing laboratory.
- 4. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout installation.
- 5. Product Requirements:
 - a. Product shall be manufactured by an ISO 9001-2000 Certified Facility.
 - b. Product shall be free from defects in material and workmanship.
 - c. Manufacturer must have a field representative who is industry qualified to provide quality control inspections during the life of the project.

G. Delivery, Storage, and Handling

- 1. Products must be stored according manufacturer's recommendations as a minimum.
- 2. Keep stored products clean and dry.
- 3. If the structured cabling contractor wishes to have a trailer on site for storage of materials, arrangements shall be made with the owner.

H. Drawings

- 1. It shall be understood that the electrical details and drawings provided with the specification package are diagrammatic. They are included to show the intent of the specifications and to aid the structured cabling contractor in bidding the job. The structured cabling contractor shall make allowance in bid proposal to cover whatever work is required to comply with the intent of the plans and specifications.
- 2. The structured cabling contractor shall verify all dimensions at the site and be responsible for their accuracy:

3. Prior to submitting the bid, the structured cabling contractor shall call to the attention of the engineer in writing any materials or apparatus the structured cabling contractor believes to be inadequate and to any necessary items of work omitted.

I. Warranty

1. See Section 01780 - Closeout Submittals, for additional warranty requirements.
2. The structured cabling contractor shall provide a manufacturer's warranty to guarantee end-to-end high performance cabling systems that meet application requirements. The guarantee shall include horizontal and backbone cable and connectivity components, and have one point of contact for all cabling system issues. The system shall be warranted for a period of at least 25 years and shall meet or exceed the EIA/TIA standards as specified.
3. Materials and workmanship hereinafter specified shall be fully guaranteed by the structured cabling contractor for a one (1) year period after date of substantial completion against any defects. Defects which may occur as the result of faulty materials or workmanship within one year after installation and acceptance by the customer shall be corrected by the structured cabling contractor at no additional cost to the customer. The structured cabling contractor shall promptly, at no cost to the customer, correct re-perform (including modifications or additions as necessary) any nonconforming or defective work within one (1) year after completion of the project of which the work is part.

J. Products

1. Equivalent Products

- a. Due to the nature and type of communications, all products, including but not limited to racks, patch panels, jacks, faceplates, patch cords, shall be manufactured by Panduit, Hubbell or Hellermann Tyton.
- b. All copper and optical fiber cable shall be manufactured by Hitachi Cable Manchester (HCM), General Cable, Panduit, Hubbell or Southwire.
- c. Provide products of manufacturers as named in individual articles.
- d. Where no manufacturer is specified, provide products of manufacturers in compliance with requirements.
- e. The request for substitutions must be received fourteen (14) days prior to bid opening by engineer in writing, listing any and all physical and technical differences between product specified and product request for substitution. Product samples of each item must accompany written request.
- f. Accepted substitutions will only be approved by means of addendum.

2. Approved Products

3. Work Area Outlets

- a. Work area outlets shall each be terminated at their designated work area location in the connector types described below.
- b. The same orientation and positioning of jacks and connectors shall be utilized throughout the installation. Prior to installation, the structured cabling contractor

shall submit the proposed configuration for each outlet assembly, with labeling, for review by owner.

c. The wiring scheme for this project shall be T568B unless otherwise directed by customer.

d. Modular Jack:

- 1) Shall meet or exceed Category 5E or 6 EIA/TIA standard.
- 2) Where color is not indicated coordinate with engineer prior to installation.
- 3) Approved Product:
 - a) Hubbell - Mayer Electric part #HUBHXJ6XX Color as indicated on contract drawings
 - b) Panduit - Mayer Electric part #PANCJ688TG** Color as indicated on contract drawings.
 - c) Hellermann Tyton – Mayer Electric part #TYTRJ45FC6-XXX Color as indicated on contract drawings.

e. Modular Jack for Wireless Access Point:

- 1) Contractor shall install a minimum of two (2) Category 6 Green cables and a minimum of two (2) Category 6 Green jacks for each wireless access point location.
- 2) Approved Product:
 - a) Hubbell - Mayer Electric part #HUBHXJ6GN Green in color as indicated on contract drawings
 - b) Panduit - Mayer Electric part #PANCJ688TGGN
 - c) Hellermann Tyton – Mayer Electric part #TYTRJ45FC6-GRN

f. Category 6 UTP Patch Cords:

- 1) Category 6 patch cords shall be factory terminated with modular plugs featuring a tangle-free latch design and clear strain-relief boots to support easy moves, adds and changes (MACs). Each patch cord shall be 100% performance tested at the factory to the TIA/EIA Category 6 standard.
- 2) Patch cord shall be included in manufacturer's 25-year warranty.
- 3) Structured cabling contractor shall provide to customer at end of project:
 - a) One (1) patch cord for each data cable installed in each MER/TER. Patch cord length shall be capable of being installed from patch panel to customer equipment.
 - b) One (1) 16ft patch cord for each data cable installed in work area.
 - c) One (1) Patch cord for each voice cable installed in each MER/TER. Patch cord length shall be capable of being installed from patch panel to customer equipment.
 - d) One (1) 25ft patch cord for each wireless access point cable in work area.
 - e) One (1) patch cord for each wireless access point cable installed in each MER/TER. Patch cord length shall be capable of being installed from patch panel to customer equipment.
 - f) Patch cord color shall match the color of jack and cable.
 - g) Approved Product:
 - (1) Hubbell
 - (2) Panduit

(3) Hellermann Tyton

g. Fiber Optic Patch Cords

- 1) Structured cabling contractor shall provide four (4) LC to SC 3-meter multimode OM3 fiber optic patch cords for each TER.
 - a) Approved Product:
 - (1) Hubbell –
 - (2) Panduit
 - (3) Hellermann Tyton – Mayer Electric part #TYTFA3LCSC10G

h. Horizontal Patch Panels

- 1) The voice and data cables shall be installed in separate patch panels and in separate racks or as indicated on plans. The camera cables shall also be in a separate rack.
- 2) All patch panels shall be 48-port modular design.
- 3) All voice patch panels shall be 48-port modular.
- 4) All data patch panels shall be 48-port modular design.
- 5) Fully populate all ports with Category 6 jacks to match the color of the work area outlets.
- 6) The mixing of colors will not be allowed.
 - a) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBUDX48E
 - (2) Panduit- Mayer Electric part#PANCPL48WBLV
 - (3) Hellermann Tyton – Mayer Electric part #TYTPP110C6-48

i. Faceplates

- 1) Approved Product:
 - a) Hubbell - Mayer Electric part #HUBSSFLxx (stainless steel; match electrical. Number of ports as required)
 - b) Panduit
 - c) Hellermann Tyton – Mayer Electric part #TYTFPDUAL-SS

j. Lightning Protection

- 1) Structured cabling contractor shall provide lightning protection for any copper communication cable installed under this contract that enters or leaves a building.
 - a) Approved Product:
 - (1) Circa
 - (2) Pre-approved equal

k. J-Hooks

- 1) The J-hook cable support shall be manufactured for use in air-handling space. The cable support must maintain complete horizontal and vertical 1" bend radius control and must manage up to 50 four pair UTP cables. Do not exceed EIA/TIA standards or manufacturer's recommendations on number of cables installed in each cable support.
- 2) Approved Product:
 - a) B-Line – Mayer Electric part #BLNBCHxx
 - b) Dynacom
 - c) Caddy
 - d) T&B

l. Fiber Patch Panel

- 1) Shall mount in standard 19" EIA rack or cabinet. Shall have front and rear access on all modules via molded-hinged doors. Must have radius control and cable management for fiber patch cords. Shall have multiple cable entry locations. Include fiber optic cable routing kit (grommets, cable ties, saddle clips, strain relief bracket and ID/caution labels for various cable management solutions.
 - a) Approved Product:
 - (1) Hubbell
 - (2) Panduit
 - (3) Hellermann Tyton

m. Multimode Fiber Adapter Panels OM3 50/125 um

- 1) All adapter panels shall use zirconia ceramic split sleeves. Use blank adapters in each empty port.
- 2) All ports shall be duplex SC.
- 3) All multimode fiber panel shall be OM3 aqua in color.
 - a) Approved Product
 - (1) Hubbell - Mayer Electric part# HUBFSPSDS3AQ (6-fiber)
 - (2) Hubbell - Mayer Electric part# HUBFSPSCDS6AQ (12-fiber)
 - (3) Panduit
 - (4) Hellermann Tyton – Mayer Electric part #TYTFAP6DMMSC10G

n. Singlemode Fiber Adapter Panels

- 1) All adapter panels shall use zirconia split sleeves. Use blank adapters in each empty port. All singlemode panels shall be blue in color. All ports shall be SC.
 - a) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBFSPSCDS3 (6-fiber)
 - (2) Hubbell - Mayer Electric part #HUBFSPSCDS6 (12-fiber)
 - (3) Panduit

- (4) Hellermann Tyton – Mayer Electric part #TYTFAP6DMMSC10G
- o. Fiber Optic Connectors
 - 1) Multimode fiber optic connectors shall be SC-type; OM3 50/125.
 - 2) Singlemode fiber optic connectors shall be SC-type.
 - a) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBFCLC900K50GM12 (multimode)
 - (2) Hubbell - Mayer Electric part #HUBFCLC900KSM12 (singlemode)
 - (3) Panduit- Mayer Electric part #PANFSCMCXAQ (multimode)
 - (4) Panduit-Mayer Electric part #PANFSCSCBU (singlemode)
 - (5) Hellermann Tyton – Mayer Electric part #TYTPFCSC10G
- p. Racks
 - 1) Furnish and install a minimum of two UL listed 7ft free standing racks in each MER/TER (unless otherwise indicated on prints).
 - 2) Secure racks to floor per manufacturer's instructions and install 18" equipment tray from top of each rack to wall.
 - 3) Ground each rack per ANSI/TIA/EIA-607 requirements.
 - 4) Maintain 36" clearance from the front and rear of rack and on one side.
 - 5) Make allowances to maintain minimum of 36" of clearance from wall to back of rack mounted equipment (UPS, Switches, Hubs, etc.). Coordinate with Engineer prior to installation.
 - 6) If more than one (1) rack is installed, install in a line side to side, with appropriate vertical cable management on each side and between racks.
 - 7) Rack System:
 - a) Waterfall cable management shall be provided at top of each rack for protection and to maintain proper bend radius and cable support.
 - b) The rack shall be UL listed for 1000 lb. load rating. The rack shall be installed to support 19" equipment.
 - c) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBHPW84RR19 (2-post)
 - (2) Hubbell - Mayer Electric part #HUBH1F84 (4-post)
 - (3) Panduit
 - (4) Hellermann Tyton – Mayer Electric part #TYTT7RRB
 - 8) Wall-mount racks:
 - a) Be as specified on plans.
 - b) Install horizontal and vertical cable management to support cables.
 - c) Approved Product:
 - (1) Hubbell
 - (2) B-Line - Mayer Electric part #BLNSB542096FB

- (3) Panduit
 - (4) Hellermann Tyton – Mayer Electric part #TYTWMB2BH
- q. Horizontal Wire Management
 - 1) Structured cabling contractor shall install horizontal front & rear management above, between and below each copper 48-port patch panel. Horizontal wire management shall be capable of managing the maximum number of patch cords.
 - a) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBHC219CE3N
 - (2) Panduit
 - (3) Hellermann Tyton – Mayer Electric part #TYTWMB2BH
- r. Vertical Cable Management and Doors
 - 1) Cable management shall be provided on each side and between each set of racks, using the vertical cable management system. Structured cabling contractor to confirm vertical cable management will support number of cables installed with 25% growth for future. Doors are required to be installed on all vertical managers.
 - 2) Approved Product:
 - a) Hubbell - Mayer Electric part #HUBBS76H
 - b) Hubbell - Mayer Electric part #HUBXS0610
 - c) Hubbell - Mayer Electric part #HUBXS0615
 - d) Hubbell - Mayer Electric part #HUBVS73H (Install on back rails of 4-post racks; 10" Vertical manager front only)
 - e) Panduit
 - f) Hellermann Tyton – Mayer Electric part #TYTVWMDS4X5BK7H
- s. Rack-Mount Power Strip
 - 1) Structured cabling contractor shall install one (1) UL listed rack-mount 20 amp power strip with circuit breaker in each floor mount or wall mount rack.
 - a) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBPR10120
 - 2) Telecommunications Grounding Busbar and Accessories.
 - a) Approved Product:
 - (1) Hubbell - Mayer Electric part #HUBRKTGB (TMGB)
 - (2) Hubbell - Mayer Electric part #HUBMCCGBAR (rack mounted grounding bus)
 - (3) Panduit - Mayer Electric part #PANGB4B0624TPI-1(TMGB)
 - (4) Panduit - Mayer Electric part #PANGB2B0312TPI-1 (TGB)
 - (5) B-Line - Mayer Electric part #BLNSBTMGB12K (TMGB)
 - (6) B-Line - Mayer Electric part #BLN57903 (rack mounted grounding bus)
 - b) Panduit
 - c) Bline
 - d) Other Products as required to meet all codes and standards.

t. Equipment Tray for Telecommunication Rooms

- 1) All equipment tray shall be 18" in width or as indicated on prints and UL listed. The tray shall have 1 ½" stringers and rungs that are fully adjustable from 6" to 12" spacing within the tray. The tray shall be black in color and be made of aluminum.
- 2) Furnish and install 18" equipment tray from each floor; mount rack/server cabinet to wall. Furnish and install 18" equipment tray around wall as required to support cables. (A minimum of two (2) walls shall be completely covered by equipment tray).
- 3) Furnish and install cable retaining post on each side of tray every four (4) feet as required to support cables.
 - a) Approved Product:
 - (1) B-Line - Mayer Electric part #BLNSB13AL18FB (18" Redi-Rail tray)
 - (2) B-Line - Mayer Electric part #BLNSB117ABZ (Cable retaining post)
 - (3) B-Line - Mayer Electric part #BLNSB2276FB (6" elevation bracket)

u. Horizontal Distribution Cable

- 1) All horizontal voice and data station cables shall terminate on modular patch panels in their respective telecommunication room or equipment room as specified on the drawings.
- 2) All cable, workstation jack modules and patch panel jack modules shall be the same color as designated on prints. If colors are not designated, coordinate color with engineer.
 - a) UTP cabling - Horizontal Copper Cable; Category 6 Cable
 - b) Cable construction shall be four (4) twisted pairs of 23 American Wire Gauge (AWG) insulated solid bare annealed copper conductors.
 - c) Outer jacket shall meet National Electrical Code (NEC) requirements and have a nominal cable diameter not to exceed 0.235" for communications riser (CMR) and 0.225" for communications plenum (CMP).
 - d) Cable shall have a minimum 1.0" bend radius.
 - e) Delay Skew (max) 38ns/100m.
 - f) Must have positive power sum attenuation-to-crosstalk ratio (PSACR) beyond 250 MHz.
 - g) Application assurance warranty.
 - (1) All transmission performance parameters shall be independently verified by UL or ETL third party testing organization.
 - h) Approved Product:
 - (1) HCM Mayer Electric part #'s as indicated below:
 - (a) HCM30025-8BLC Category 6 Plus CMP Blue
 - (b) HCM30025-8WH Category 6 Plus CMP White
 - (c) HCM30025-8GR Category 6 Plus CMP Green
 - (2) Hubbell Mayer Electric part #'s as indicated below:
 - 1a) HUBC6SPB Hubbell Category 6 CMP Blue

- 1b) HUBC6SPW Hubbell Category 6 CMP White
- 1c) HUBC6SPGN Hubbell Category 6 CMP Green
- (3) General Cable GS6000E
- (4) Southwire

v. Backbone Fiber Cabling System

- 1) Furnish and install a minimum of a 6-strand OM3 multimode fiber from MDF to each IDF. Any fiber length that exceeds 1600ft, furnish a minimum of a 6-strand singlemode fiber in addition to the multimode, unless otherwise indicated on backbone riser diagram.
- 2) See riser diagram.
- 3) All indoor fiber shall be tight buffered interlock armored fiber.
- 4) All indoor/outdoor fiber shall be tight buffered optical fiber nonconductive plenum (OFNP) rated and shall be installed in innerduct rated for the appropriate application.
- 5) All outdoor fiber shall be loose tube and shall be installed in innerduct rated for the appropriate application.
- 6) All multimode fiber shall be 50/125 OM3.
 - a) Approved Product:
 - (1) HCM Mayer Electric part # 's as indicated below:
 - (a) HCM61337-6 (6-strand interlock armored OFNP 50/125 OM3 300 meters 10Gig)
 - (b) HCM61337-12 (12-strand interlock armored OFNP 50/125 OM3 300 meters 10Gig)
 - (c) HCM61337-24 (24-strand interlock armored OFNP 50/125 OM3 300 meters 10Gig)
 - (d) HCM61433-6 (6-strand interlock armored OFNP singlemode)
 - (e) HCM61433-12 (12-strand interlock armored OFNP singlemode)
 - (f) HCM61433-24 (24-strand interlock armored OFNP singlemode)
 - (g) HCM61348-6 (6-strand tight buffered indoor/outdoor OFNP 50/125 OM3 300 meters 10Gig)
 - (h) HCM61348-12 (12-strand tight buffered indoor/outdoor OFNP 50/125 OM3 300 meters 10Gig)
 - (i) HCM61348-24 (24-strand tight buffered indoor/outdoor OFNP 50/125 OM3 300 meters 10Gig)
 - (j) HCM61459-6 (6-strand tight buffered indoor/outdoor OFNP singlemode)
 - (k) HCM61459-12 (12-strand tight buffered indoor/outdoor OFNP singlemode)
 - (l) HCM61459-24 (24-strand tight buffered indoor/outdoor OFNP singlemode)
 - (2) General Cable
 - (3) Panduit

K. Network Electronics

1. All network equipment (Hubs, Switches, Routers, etc.) shall be provided and installed by owner.
2. All network equipment (Hubs, Switches, Routers, etc.) shall be provided and installed by owner.
3. Wireless electronics and supporting equipment shall be provided and installed under this contract.

L. Execution

1. Pre-Installation Site Survey

- a. Prior to start of system, meet at the project site with owner's representative and representatives of trades performing related work to coordinate efforts. Review areas of potential interference and resolve conflicts before proceeding with the work. Facilitation with the general contractor will be necessary to plan the crucial schedule completions of the equipment room and telecommunication closet.
- b. Examine areas and conditions under which the system is to be installed. Do not proceed with work until satisfactory conditions have been achieved.

2. Installation Guidelines

- a. The work included under this specification, consist of furnishing all labor, equipment, material, and supplies and performing all operations necessary to complete the installation of this structured cabling system in compliance with the specifications and drawings. The structured cabling contractor will provide and install all of the required material to form a complete system whether specifically addressed in the technical specification or not.
- b. All work performed on this project will be installed in accordance with the current edition of the NEC, the current edition of The National Electrical Safety Code, the current issue of the NEC, The current edition of ANSI/NECA/BICSI-568 standard for installing commercial building telecommunications cabling, the current edition of the BICSI Telecommunications Distribution Methods Manual (TDMM), the current edition of the BICSI Cabling Installation Manual, the latest issue of ANSI/TIA/EIA standards as published Global Engineering Documents as ANSI/TIA/EIA Telecommunications Building Wiring Standards, and all local codes and ordinances. Should conflicts exist with the foregoing, the authority having jurisdiction (AHJ) for enforcement will have responsibility for making interpretation.
- c. If this document and any other documents listed above are in conflict, then the more stringent requirements shall apply. All documents listed are believed to be the most current release of the documents. The structured cabling contractor has the responsibility to determine and adhere to the most current release.
- d. This document does not replace any code, either partially or wholly. The structured cabling contractor must be aware of local codes that may impact this project. All, local, State and federal codes are to be followed.
- e. All materials shall be UL Listed or listed by other national independent testing

agency and shall be marked as such.

- f. Section Includes: Equipment, materials, labor, and services to provide a complete structured cabling system including, but not limited to:

- 1) Furnish and install a complete telecommunications wiring infrastructure.
- 2) Furnish, install, terminate and test all copper and optical fiber cables.
- 3) Furnish and install raceway, boxes, and cable tray.
- 4) Furnish and install all wall plates, jacks, patch panels, and patch cords as described.
- 5) Furnish and install all required cabinets and/or racks as required and as indicated.
- 6) Furnish any other material required to form a complete system.
- 7) Perform link testing (100% of horizontal and/or backbone links) and certification of all components. All tests must meet or exceed link testing requirements as specified in this document.
- 8) Furnish test results of all cabling to the owner on disk and paper format, listed by each closet, then by workstation ID.
- 9) Provide owner test results and documentation. (Testing documentation and as-built drawings).
- 10) Removal of abandoned cable, if required.

3. Work Not Included

- a. Unless otherwise indicated, the structured cabling contractor is not responsible for providing data concentrators, hubs, switches, servers, computers, and other active devices such as PBX's.

4. Installation

- a. Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local AHJ, and current NEC and with manufacturer's instructions.
- b. Install in accordance with manufacturer's instructions.
- c. All cable shall conform to the requirements for communications circuits defined by the NEC (Article 800) and the Canadian Building Code. Cable listed to NEC Article 800-51(a) will be used for "Plenum" installations. Cable listed to NEC Article 800-51(b) shall be installed in vertical runs penetrating more than one (1) floor.
- d. Adhere to manufacturer's specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables.
 - 1) Where manufacturer does not provide bending radii information, minimum-bending radius shall be 4 times the outside diameter of the cable. Arrange and mount equipment and materials in a manner acceptable to the engineer and the owner.
- e. Penetrations through floor and fire-rated walls shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be fire stopped after installation and testing, utilizing a fire stopping assembly for that application.
- f. Install station cabling to the nearest telecommunications room (TR), unless otherwise noted.

- g. Installation shall conform to the following basic guidelines.
 - 1) Use of approved wire, cable, and wiring devices.
 - 2) Neat and uncluttered wire termination.
- h. Where cable tray is not used, attach cables to permanent structure with suitable attachments at intervals of 48 to 60 inches. Support cables above removable ceilings.
- i. Follow manufacturer's recommendations on spacing and number and type of cables installed in j-hooks or cable tray to avoid cable stress.
- j. Separation and physical barriers between communication cabling and power cables must be maintained at all times.
- k. Install adequate support structure for 10 feet of service slack at each TR.
- l. Support riser cables every three (3) floors and at top of run with cable grips.
- m. Limit number of four-pair data riser cables per grip to fifty (50).
- n. Install cables in one continuous piece. Splices or taps will not be allowed.
- o. Provide overvoltage protection on both ends of cabling exposed to lightning or accidental contact with power conductors.

5. Grounding

- a. Grounding shall conform to ANSI-J-STD 607(A) Commercial Building Grounding and Bonding Requirements for Telecommunications, NEC, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements as minimum.
- b. Bond and ground equipment racks, housings, messenger cables, and raceways.
- c. Connect cabinets, racks, and frames to single-point ground which is connected to building ground system via #6 (at a minimum) green insulated copper grounding conductor.

6. Labeling

- a. Label each outlet with permanent self-adhesive label.
- b. Label each cable within 1" of termination on each end.
- c. Use labels on face of patch panels. Provide facility assignment records in a protective cover at each telecommunications closet location that is specific to the facilities therein.
- d. Use color-coded labels for each termination field that conforms to ansi/TIA/EIA-606(A) standard color codes for termination blocks.
- e. Labels shall be machine-printed. Hand-written labels shall not be acceptable.
- f. Mark up floor plans showing outlet locations, type, and cable marking of cables.

Turn these drawings over to the owner two (2) weeks prior to move in date.

- g Three (3) sets of as-built drawings shall be delivered to the owner within two (2) weeks of acceptance of project by the owner. A set of as-built drawings shall be provided to the owner in electronic form utilizing CAD software that is acceptable to the owner. The electronic media shall be delivered to the owner within four (4) weeks of acceptance of project by owner.

7. Testing

- a Testing shall conform to ANSI/TIA/EIA-568-B.1 standard. Testing shall be accomplished using a level IIe or higher field testers.
- b All testing shall meet or exceed manufacturer's recommendation for 25-year warranty program.
- c Test each pair and shield of each cable for opens, shorts, grounds, and pair reversal. Correct grounded and reversed pairs.
- d If copper backbone cable contains more than one (1%) percent bad pairs, remove and replace entire cable.
- e If horizontal cable contains bad conductors or shield, remove and replace cable.
- f Test optical cable with a light source and power meter utilizing procedures as stated in ANSI/TIA/EIA-526-14a: OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant and ANSI/TIA/EIA-526-7 Measurements of Optical Power Loss of Installed Singlemode Fiber Cable Plant. Measure results shall be plus/minus 1 dB of submitted loss budget calculations. Correct improper splices and replace damaged cables at no charge to the owner.
 - 1) Cables shall be tested at 850 and 1300 nm for multimode optical fiber cables. Cables shall be tested at 1310 and 1550 for singlemode optical fiber.
 - 2) Testing procedures shall utilize "Method B"- one jumper reference.
 - 3) Bi-directional testing of optical fiber is required.
 - 4) Submit printout for each cable tested. The use of handwritten test results will not be acceptable.

8. Field Quality Control

- a Employ job superintendent or project manager during the course of the installation to provide coordination of work of this specification and of other trades, and provide technical information when requested by other trades. This person shall maintain current RCDD registration and shall be responsible for quality control during installation, equipment set-up, and testing.
- b Installation personnel shall meet manufacturer's training and education requirements for implementation of extended warranty program.

3.0 EXECUTION

3.1 Workmanship

- A. All work shall be executed in workmanlike manner and present a neat and mechanical appearance upon completion.
- B. Balance load as equally as practical on services and all feeders, circuits, and panel busses. All wiring in panelboards shall be laced and looped in a workmanlike manner.
- C. Upon completion of work, test entire wiring system and show to be perfect working order in accordance with intent of specifications and drawings. This Contractor to have all systems ready for operation and electrician available to assist in removal of panel fronts, etc., to permit inspection as required.
- D. All work shall be in accordance with the National Electrical Code and the rules and regulations of the local bodies having jurisdiction.

3.2 Excavation Cutting and Patching

- A. Provide cutting and patching required for this section of work under supervision of the General Contractor. Coordinate with other trades as work progresses so cutting and patching will be minimal.

3.3 Sleeves, Inserts, and Supports

- A. Provide and install No. 16 gauge galvanized steel or iron sleeves in all walls, floors, ceilings, and partitions. Sleeves shall have not more than 1/2" clearance around pipes and insulation.
- B. Contractor shall furnish to other trades all sleeves, insert, anchors and other required items which are to be built in by trades for the securing of all hangers or other supports by the Contractor.
- C. Contractor shall assume all responsibility for the placing and size of all sleeves, inserts, etc., and either directly supervise or give explicit instructions for installation.
- D. Seal all conduits through floor, smoke or fire walls and sound barrier walls. All such penetrations shall be made with an Underwriters' Laboratories firestop assembly. Through floor conduit shall be sealed water tight.
- E. Furnish and install steel angles and channels as required for mounting and bracing heavy equipment, and conduits. Steel shall be securely bolted or welded to structure and equipment bolted to steel framework. Obtain approval of Architect prior to welding.

3.4 Roof Penetrations

- A. Furnish roof flashing for all equipment installed under this section that penetrates through the roof. Galvanized sheet, 24 gauge with base extending 6" beyond pipe.

- B. All equipment shall be grounded and bonded in accordance with local regulations and National Electrical Code. Ground main service to code size cold water pipe and driven ground rod, maximum of 2 driven rods. All conduits entering a free standing switchboard or motor control center shall be bonded together with approved grounding lugs and bare copper wire.
- C. Interior metal water piping shall be bonded to the system ground as outlined in NEC Section 250-80.
- D. This Contractor shall bond all metal air ducts to the respective unit grounding conductor. Install additional bonding jumpers at joints, flexible sections, etc., to insure that entire duct system is bonded.

3.5 Conduit Installation

- A. Where rigid conduits enter boxes secure in place by approved lock nuts and bushings. Where E.M.T. enters boxes secure in place with approved insulated fittings. Conduit ends shall be carefully plugged during construction.
- B. Use of running threads is absolutely prohibited. Conduits shall be joined with approved conduit couplings.
- C. Install conduit runs to avoid proximity to steam or hot water pipes. In no place shall a conduit be run within 3" of such pipes except where crossings are unavoidable, then conduit shall be kept at least 1" from the covering of the pipe crossed.
- D. Before installing raceways for motors and fixed appliances, check locations of motors and appliance connections. Locate and arrange raceways appropriately.
- E. Provide flexible conduit connections to all motors and/or any equipment which has moving or vibrating parts. Sealtite flexible conduit shall be used in all cases where exposed to moisture and in mechanical equipment rooms.
- F. Exposed conduit runs shall be parallel and/or at right angles to building walls and/or partitions.
- G. Where conduit crosses a structural expansion joint, an approved conduit expansion fitting will be installed.
- H. Leave aluminum pull wire in all empty conduit.
- I. Conduit shall be cut square and the ends reamed after threading.
- J. Fasten conduit securely in place by means of approved conduit clamps, hangers, supports, and fastening. Arrangement and method of fastening all conduits subject to Architect's direction and approval.
- K. Apply two (2) coats of asphaltum paints to all underground rigid conduit. Carefully retouch any breaks in paint and allow to dry before covering. Leave exposed until after Architect's inspection.
- L. Conduits shall be sized in accordance with National Electrical Code as amended to date,

- except when the size is shown larger on the drawings.
- M. Conduit with an external diameter larger than $\frac{1}{3}$ the thickness of the slab shall not be placed in the slab. Conduit in the slab shall not be spaced closer than 3 diameters on center. No conduit in porous fill.
 - N. E.M.T. may be used where concealed in ceiling or walls where there is no danger of mechanical injury. Rigid conduit shall be used in floor slabs, where embedded in concrete, areas exposed to moisture and danger of mechanical injury, in hazardous areas, and for feeders and motor circuits.

3.6 Wire and Cable Installation

- A. No conductor shall be smaller than #12 except where so designated on the drawings or hereinafter specified.
- B. Joints and splices on wire shall be made with solderless connectors, and covered so that insulation is equal to conductor insulation. Wire nuts not permitted.
- C. Multi-wire lighting branches shall be used as indicated.
- D. No splices shall be pulled into conduit.
- E. Both conductors and conduits shall be continuous from outlet to outlet.
- F. No conductor shall be pulled until conduit is cleaned of all foreign matter.
- G. In installing parallel conductors, it is mandatory that all conductors making up the feeder be exactly the same length, the same size and type of conductor with the same insulation. Each group of conductors making up a phase or neutral must be bonded together at both ends in an approved manner.

3.7 Feeder Designation

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

3.8 Circuits and Branch Circuits

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

3.9 Wire Joints

- A. On copper wire larger than #12 joints shall be made with solderless connectors and covered with Scotch #33 Electrical Tape so that insulation is equal to conductor insulation. Connectors by Penn-Union or Anderson.
- B. #12 and smaller wire joints shall be made with T & B Sta-Kon wire joints, complete with insulating caps, Ideal Wing nuts, or Buchanan Electrical Products Series 2000 pressure connectors complete with nylon snap-on insulators.

- C. Joints on aluminum cable #0 and larger shall be made with compression lugs and bolted to terminals using stainless steel bolts and Belleville washers. Torque to 50 to 60 foot pound or torque with torque wrench. Aluminum cable and joints shall be used only where indicated on drawings. Connectors by Penn-Union or Anderson. Connection to panelboard by Burndy Connector and stud.

3.10 Outlet Boxes Installation

- A. Outlet boxes shall be securely fastened.
- B. Surface Fixture outlet boxes shall be set so edge of cover comes flush with finished surface.
- C. There shall be no more knockouts opened in any outlet box than are actually required.
- D. Boxes shall be sealed during construction. Protect interiors (including panel cans) from paint and mortar.
- E. Unless otherwise shown, outlets shall be located as follows: centerline of boxes shall be following distance above the finished floor:

Receptacles General -----	1'4" - Centerline
Receptacles Over Counters -----	3'8" - Centerline
Telephone Outlets General -----	1'4" - Centerline
Wall Telephone Outlets -----	4'0" - Centerline
General Clock Outlets -----	7'6" - Centerline
Switches General -----	4'0" - Top
Fire Alarm Pulls -----	4'0" - Top
Fire Alarm Signals -----	6'8" - Bottom
Bells -----	6'8" - Centerline
T V & Computer Outlets -----	1'4" - Centerline

- F. Symbols on drawings and mounting heights as indicated on drawings and in specifications are approximate only. The exact locations and mounting heights must be determined on the job and it shall be the Contractor's responsibility to coordinate with all trades to secure correct installation, i.e., over counter in or above back splashes, in stud walls, and other specific construction features. Mount all receptacles vertical. In block walls (exposed), use nearest joint as approved by Architect.
- G. All outlets installed back-to-back in fire rated walls shall be offset a minimum of 24".

3.11 Fixture Installation

- A. Support of all fixture shall be responsibility of this Contractor. Fixtures shall be supported independent of ceiling from structure members of building. Contractor shall submit typical hanging detail to Architect/Engineer before installing any fixtures. All grid fixtures shall be wired by flex individually to junction and not wired fixture to fixture.
- B. Fixture conductors shall be connected by soldering and tying or by approved connectors.

- C. All stems on fluorescent fixtures shall be installed as follows: except fixtures with slide grip hangers first and last stem in row in first knockout from end of fixture. One stem shall be installed between each two fixtures, stem shall center joint where fixtures join, and attach by use of "joining plates". All fixtures in continuous rows other than recessed grid type shall be connected by nipples with lock nuts and bushings.
- D. Thoroughly clean all fixture lens and reflectors immediately prior to the final inspection.

3.12 Installation of Motors, Electric Heaters, and Controls

- A. Provide feeders and make connections for motors, electric heating units and controls.
- B. An approved H.P. rated safety switch shall be provided within sight of each motor and each heating unit. Provide fused switches where branch circuit fuses are not sized for overload protection. Weatherproof switches are to be used where switches are located outdoors. Safety switches shall be as manufactured by G.E., Square D, or Cutler Hammer.
- C. Manual motor starters with thermal overload protection may be used in lieu of safety switches for motors under 1/2 H.P. Manufacturers shall be same as above.
- D. The heating and air conditioning contractor shall furnish all motor starters.
- E. The temperature control contractor shall furnish and install all low and line voltage wiring necessary for the temperature control systems and interlocking with air handling units, cabinet unit heaters.
- F. The electrical contractor shall install all motor starters, except for factory mounted. He will furnish wire and disconnect switches. He will furnish and install all power wiring from the power panels on packaged equipment. He will not furnish nor install any low and line voltage wiring necessary for the temperature control system and interlocking with air handling units, or cabinet unit heaters.

3.13 Alterations & Additions to Electrical System in Existing Building

Work in existing building shall be performed as indicated or requested to perform its intended function on Electrical and Architectural plans. This contract shall include removing, relocating, extending, etc., any items of electrical nature required to facilitate work as indicated. All circuits interrupted by rework shall be extended and left energized. Contractor shall include night and weekend work in bid as required to keep all outages to a minimum four (4) hours, during non-school hours only.

3.14 Fire Alarm Installation

- A. All wiring shall be in accordance with Local and National Codes and Article 210 of the National Board of Fire Underwriters Standard Number 72. Unless otherwise specified, minimum wire size shall be 12 gauge for A.C. and power supply connections, 14 gauge for audible alarm circuits and 14 gauge for signal initiating circuits, or wire size as indicated on drawings.

- B. Wiring shall be run in conduit. In general, the wiring from the Control Panel shall consist of:
 - 1. West Penn No. 995 shielded twisted pair common to all Fire Alarm stations or Detectors.
 - 2. 4#14 wires common to each circuit of Fire Alarm Signals.
- C. A factory trained representative for the manufacturer shall supervise the final testing of the system and it shall be subject to the approval and acceptance of the responsible engineer. On completing of the acceptance tests, the Owner or his representative shall be instructed in the operation and testing of the system.

3.15 Sound System Installation

- A. All wiring shall be in accordance with local and national codes.
- B. Wiring shall be run in conduit except where accessible above lay-in ceilings

. END OF SECTION 16000

PRE-CONSTRUCTION CONFERENCE AGENDA

Project: New Portable Classrooms for Springville Elementary and Margaret Elementary
Schools

Funding: Local

Location: TBD

Date/Time: TBD

Please note that all items listed below may not be applicable to this project.

1. Introductions / Sign In

2. Owner's Comments

3. Preface / Pass Along To Others

4. General Contractor's Team Members (contact information)

Project Manager: _____

Superintendent: _____

5. Verify all alternates accepted.

6. E-Verify. Alabama Immigration Law. Be sure that all subcontractors comply with E-Verify requirements.

7. List of Sub-Contractors, submit for approval.

A Complete list of sub-contractors must be submitted and approved by the Architect and Owner prior to any work commencing. Contractor cannot replace subs unless approved by the Architect and Owner

8. Cost Breakdown and Progress schedule.

Cost breakdown and progress schedule must be submitted and approved on proper state forms prior to first pay request. GC is required to provide an updated progress schedule at each OAC.

Start:

Completion Date:

Days:

9. Method of approving monthly pay request.

Due by the 25th of each month. Architect will verify, sign and forward to Owner.,

10. Allowances.

A. With the exception of quantity allowances, all allowances indicated are contingency allowances and therefore the Owner may transfer balances for other discretionary uses. Overhead and profit margins SHALL NOT BE ADDED to any amount drawn from original Allowance(s) regardless of the indicated use.

B. Each contingency allowance shall be a "line item" on the Schedule of Values.

C. The following allowance(s) are a part of this project:

-
-
- D. If applicable, note special material/equipment delivery dates associated with allowances.
-

11. Change Orders Requests. No work prior to final approval; Architect can approve in writing if emergency.

- A. All changes in work are to be submitted via Change Order Request, regardless of monetary value.
- B. COR's must be submitted in sequential order on GC letterhead.
- C. All COR's must be broken down to the fullest degree, including breakdown of GC's cost by GC's labor, materials, subcontractor, sub-subcontractor cost and OH&P. Subcontractor and sub-subcontractor cost must be documented with copies of quotes detailing OH&P included.
- D. COR's applied to allowances cannot include OH&P.
- E. Credit COR's must include a minimum of 5% OH&P.
- F. Upon Owner and/or Architects' approval of COR's, a revised Change Order and Allowance Usage log will be sent to GC via email.
- G. GC is to maintain a COR Log and present updated copy at each OAC meeting.
- H. **NOTE: The following information is required for ALL Change Order Requests submitted:**
 - a. Each material number shall include an invoice / quote listing unit quantities, unit price, and extended total.
 - b. Each labor number shall include a breakdown showing number of laborers, hours of labor worked, hourly wage, and extended total.
 - c. Each equipment number shall have an invoice / quote listing the hours of use, hourly rate, and extended total.
- I. An official Change Order to the State **CANNOT** be prepared if all backup paperwork is not provided and accounted for.
- J. This information is required for all contractors, subcontractors, and sub-subcontractors.

12. Shop Drawings.

- A. Submittal Schedule must be submitted to Architect at or before Pre-Construction Conference. Correlate this submittal schedule with the listing of subcontractors and with list of materials as specified in contract documents. The submittal schedule should be in chronological order following the critical timing of the approval of submittals in accordance with the Work Progress Schedule.
- B. Submit all items proposed for use in work. Do not combine submittals with requests for substitutions
- C. Must bear GC's action stamp as APPROVED OR APPROVED AS NOTED. Contractor shall review and stamp approval and submit shop drawings, product data and samples far enough in advance to allow ample time for Architect review. Color selections may take longer than actual submittal approval, but in any case will not be given via phone calls. If submittals are not marked as approved by the GC, they will be returned without action.
- D. Digital Copies: Provide via email to submittals@lathanassociates.com. Do not send directly to Architect. **See attached Sample.**

E. Submittal Preparation:

- **Include the following information on transmittal / email.**
 - Date
 - Project Name and Architect's Project Number.
 - Name of the General Contractor and Contact within company.
 - Subcontractor/Supplier.
- **Clearly state Number and title of appropriate Specification Section and Description of Item and if applicable**
 - Name of the Manufacturer.
 - Model / Style of Item
 -

General Contractor must review and approve shop drawings and submittals prior to submitting to Architect. Allow the Architect no less than three (3) weeks for initial review. Allow more time if the Architect must delay processing to permit coordination with the sequence of construction, related specification divisions, engineers, consultants and owner's representatives. Allow no less than two (2) weeks for reprocessing.

NOTE: No extension of Contract Time and/or additional costs will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

- F. Material shall not be fabricated or work performed without approval of respective submittal.
- G. GC is to maintain copies of all approved shop drawings at the site and have available for architect and/or engineers at all times.
- H. **GC is to maintain a Submittal Log and present updated copy log at each OAC meeting.**
- I. **Important:** Contractor shall perform no portion of the work for which the contract documents require submittal and review of Shop Drawings, Data, Installer Qualifications, etc. until respective submittal has been approved by the Architect.
- J. **Important:** Submittals are not Contract Documents and are not used to make changes in scope of project or intent of Contract Documents, and not used to request or IMPLY substitutions or to otherwise make changes in project requirements.
- K. **Important:** The only changes that can be made to the project once it is bid, is through Change Order Requests and Approvals.
- L. **Important:** After receiving approved digital submittals, General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days. Submittals are not considered complete until 2 copies have been received by the Architect. This may have a direct effect on pay requests or final payment.

13. **CAD Files / PDF**

- A. This project was bid under the assumption that electronic CAD files would not be available.
- B. Electronic CAD files are owned individually by each design professional according to discipline. If electronic CAD files or portions thereof are made available, be reminded that electronic CAD files can be manipulated and do not constitute the Contract Documents. The business of acquiring such files shall be between the contractor and the individual design professional. Fees may or may not be applicable. It shall be the Contractor's responsibility to investigate and procure at no added expense to the Owner.
- C. PDF files shall be made available to the General Contractor for use during construction.

14. **Advanced notice of required inspections.**

The contractor will contact the architect by e-mail at inspections@lathanassociates.com of the date the project will be ready for an inspection: Final, and Year End. Schedule well in advance to

prevent delays.

- Inspections must be requested 14 days in advance.
- The Architect will send an e-mail confirming the inspection time and date.
- Cancellations of any scheduled inspection must be received in writing by e-mail no less than 48 hours prior to the scheduled inspection. If an inspection is cancelled, it will be rescheduled subject to availability.
- If an inspection is cancelled less than 48 hours prior to the scheduled inspection, the re-inspection fee of \$1,500 may be charged.

15. Inspection Minimum Requirements.

The following minimum requirements listed below are provided to aid the contractors and architect in determining if a project is ready for a required inspection.

- Pre-Construction Conference
 - Required Attendees: Contractor, Owner, Architect, Major Subcontractors
 - Inspection Requirements:
 - ✓ Signed construction contract
- Life Safety Inspections and Final Inspections
 - Required Attendees: Contractor, Owner, Architect, Engineers, Major Subcontractors, Local Fire Marshal (If required)
 - Inspection Requirements:
 - ✓ Fire alarm certification
 - ✓ Emergency and exit lighting tests
 - ✓ Fire alarm must be monitored
 - ✓ Must have ADA access completed
- Year-End Inspections
 - Required Attendees: Contractor, Owner, Architect, Engineers and /or Major subcontractors may also be required to attend
 - Inspection Requirements:
 - ✓ Owner's list of documented warranty items

16. Record drawings, definitions of procedures.

G.C. is to keep all changes made in the field red lined daily. Cut and paste all addendums onto the plans at their respected locations. One clean set of plans is to be secured at the job trailer at all times for review by all interested parties. This set with changes could be used as the record drawings. Final pay approval is subject to receipt of these as-built drawings.

17. Project sign and other job signs.

State required sign is the only sign allowed on project.
Job trailers with contractor and/or sub-contractor names are allowed.

18. Overall phasing of project.

Superintendent is responsible to plan ahead in order to avoid delays and conflicts. GC is to advise Architect on delays of critical path items. Superintendent is to be on site at all times when any work is in progress; no exceptions (GCS 6A & B)

19. Contractor's duty to coordinate work of separate contractor.

Contractors employed by others for installation of data, computer and etc.

- 20. Use of existing site, building and access drive.**
- A. Use of existing building site for lay down is to be determined by local owner and Architect. Local owner will advise contractor on proper route to site. Material delivery times are to be made as to not interfere with the school bus schedule. Area is to be reviewed after this meeting, if necessary. Maintain traffic flow.
 - B. No workmen are allowed in existing building, unless prior approval is granted by the Owner and arranged by the General Contractor. There is to be no communication between workers and faculty/staff or students; through vocal, looks, stares or body language.
 - C. Since most projects are hard hat areas, the worker's name will be on his/her hat for identification purposes.
 - D. If a faculty/staff member or student is causing a problem with a worker, the worker is to report the incident to the Project Superintendent. The Superintendent should then report the incident to the Owner. Under no circumstances should the Worker try and handle the problem by him/herself.
 - E. There is to be no profanity on the job site.
 - F. School Lunchroom is off limits to workers.
 - G. Use of existing site, building and access drive.
 - H. Workmen are expected to dress appropriately. Tee-shirts are expected to be non-offensive to all parties.
 - I. State school properties are tobacco free areas. No smoking, chewing, or dipping of tobacco products are allowed.
 - J. State school properties are drug free areas. Vehicles are subject to search and seizure by law enforcement authorities.
 - K. Firearms are not allowed on school property. Cased, uncased, loaded, or unloaded.
- 21. Coordinate any utilities supplied by the Owner / New equipment.**
Existing sites, normally water only.
Coordination - OAC /Sub Meetings
New equipment utilities may be different than those existing utilities that the design is based upon.
Coordinate with actual equipment cut sheets.
- 22. Coordinate outages with Owner.**
Provide as much notice as possible. Superintendent is to verify that coolers and freezers are back on line. Coordinate with key testing date, do not disrupt on-going school operations. *Roofing fumes must be minimized with afterburner.*
- 23. Keeping existing exit paths open.**
Required exits are to be maintained at all times.
- 24. Routine job clean up.**
Debris is to be removed daily/weekly from building and site. Do not allow dumpster to spill over. Burning of trash on site is not allowed.
- 25. Safety is General Contractor's responsibility.**
As a courtesy, advise the Architect if there has been a problem.
- 26. Protect existing trees, shrubbery, landscaping, sidewalks, curbs and etc. if intended to remain.**
GC is to leave existing site in same condition as when project started.
- 27. Certificate of Substantial Completion.**

Architect will provide at the final inspection, provided contractor has copies of all roof warranties and the fire alarm certification.

28. Project Closeout Procedures / Final payment.

- A. Warranties must be effective the Date of Substantial Completion. All warranties must identify the product covered.
- B. Operating and maintenance manuals. All training required for the MPE fields will be completed prior to the final request being released.
- C. As-built drawings.
- D. Other requirements. G.C. is to make a list of all over-stocks that are required by specs and have at final for B.O.E. signature and acceptance.
- E. Final Payment. Punch list items must be completed to the Architect and Owner's satisfaction. All close out documents must be received by the Architect, all change orders must be fully executed and Certificate of Substantial Completion must be fully executed before final payment is made.

29. Advertisement of Completion. Start ad after substantial completion.

- A. 1 week for projects valued less than \$50,000.00.
- B. 4 consecutive weeks for projects exceeding \$50,000.00.
- C. General Contractor is responsible for placement and payment of advertisement.

30. Time Extensions.

The GC can submit time extension request to the Architect on a weekly basis, with reasons for extension. Delays caused by rain, must exceed the five year average.

31. Requests For Information (RFI'S)

- A. All RFI's must be numbered and made in writing to the Architect's email rfi@lathanassociates.com by the General Contractor. Please include your name, company name, telephone number, and fax number so that we may respond appropriately. Verbal RFI's will not be answered. All RFI's must be in writing.
- B. The Architect will not accept RFI's directly from subcontractors or vendors.
- C. The Team List provided within the Specification Manual is for informational purposes only and should not be used to contact Engineers and/or Consultants directly with questions regarding the project.
- D. All questions that need to be directed to an Engineer / Consultant must be routed through the Architect's office. If applicable, the Architect will contact the appropriate Engineer / Consultant for information.
- E. Bids shall be based upon the official Contract Documents consisting of Plans, Specifications and Addenda. Architect assumes no responsibility for information used by Contractors outside the official Contract Documents.
- F. **A RFI Log shall be kept by the Contractor and reviewed at each OAC Meeting.**
It will be the contractor's responsibility to inform Architect of any outstanding RFI's in a timely manner.

34. Liquidated Damages

Liquidated damages will be strictly enforced for not reaching substantial completion by the scheduled completion date. Liquidated damages will be deducted from the General Contractors final payment.

35. Miscellaneous: