



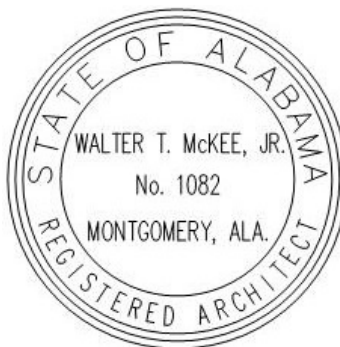
Project Manual

**ELEVATOR FOR
THOMPSON HIGH SCHOOL
FOR THE
ALABASTER BOARD OF EDUCATION
ALABASTER, ALABAMA**

**PROJECT NO. 25-305A
June 16, 2026**

Alabama Division of Construction Management No.: Pending

Volkert, Inc. - Program Manager



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ADVERTISEMENT FOR BIDS

ELEVATOR FOR THOMPSON HIGH SCHOOL FOR ALABASTER CITY SCHOOLS ALABASTER, ALABAMA

PROJECT NO: 25-305A

Sealed proposals for this project will be received by Dr. Lawrence W. Vickers, Superintendent at the Alabaster City Board of Education, 2013 Warrior Parkway, Alabaster, AL 35007, until 2:00 PM Central Time on **Thursday, July 2, 2026**, then opened and read aloud.

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

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 No bid may be withdrawn after scheduled closing for receipt of bids for a period of ninety (90) days.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

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

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975 and must show evidence of license before bidding or bid will not be received or considered by the Architect. All bidders shall show such evidence by clearly displaying current license number on the outside of the sealed envelope in which the proposal is delivered.

PDFs of the project can be reviewed by going to the Lathan McKee website at www.lathanmckee.com and under "Project Bid List" selecting "Montgomery". The documents may be viewed on-line and printed by General Contractors, Sub-Contractors and Suppliers. Documents published through this procedure are the only documents endorsed by the Architect. The Architect is unable to monitor, confirm and maintain other websites that provide documents. Notices of Addenda being posted will be provided to entities that have **CONFIRMED** bidding for this particular project. The Architect retains ownership and copyrights of the documents. If bidders require printed sets, please submit request to the Architect at mckeeplans@gmail.com. Include your first & last name, company name, address, phone number and the project name and number. Print sets are to be returned in reusable condition within ten days after bid opening.

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

Completion Time: See scope of work in Project Manual.

Supervision: Contractor to ensure proper supervision of all work.

Owner: Dr. Lawrence W. Vickers, Superintendent, Alabaster City Board of Education, 10111 Highway 119, Alabaster, AL 35007 | Phone: (205) 663-8400

Architect: Lathan McKee Architects, 3500 Eastern Blvd. Suite 300, Montgomery, Alabama 36116 | Phone: (334) 834-9933

Program Manager: J a k e B a k e r , Volkert, Inc., 3535 Grandview Parkway, Suite 600, Birmingham, AL 35243 | Phone: (205) 214-5500

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1. BID DOCUMENTS:

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

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

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

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

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

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

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

4. PREFERENCE to RESIDENT CONTRACTORS:

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

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS:

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

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

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

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

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

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

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

c. Bid Guaranty

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

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

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

d. Delivery of Bids:

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

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

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

9. WITHDRAWAL or REVISION of BIDS:

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

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

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

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

10. OPENING of BIDS:

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

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

11. INCOMPLETE and IRREGULAR BIDS:

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

12. BID ERRORS:

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

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

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

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

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

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

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

13. DISQUALIFICATION of BIDDERS:

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

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

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

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

14. CONSIDERATION of BIDS:

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

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

15. DETERMINATION of LOW BIDDER by USE of ALTERNATES:

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

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

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

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

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

16. UNIT PRICES:

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

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

17. AWARD of CONTRACT:

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

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

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

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

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

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

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

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REQUEST FOR INFORMATION

(RFI)

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

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

To: Lathan Mckee, Architects

Kevin Singleton, Project Manager

ksingleton@lathanmckee.com
Email

From: _____
Name

Company

Email

Project: _____

Project Number: _____

Request For Information Number: _____

Issue Date: _____

☐ BID PHASE

☐ CONSTRUCTION PHASE

Procedures for "Explanations and Interpretations":

- a. Should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications, or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Architect and request clarification.
- b. Clarification will be made only by written Addenda sent to all prospective bidders or can be accessed by going to the McKee web site - mckeeassoc.com and clicking on the tab "Files" to retrieve the Addendums. Neither the Architect nor the Owner will be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents.
- c. In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained the Architect's written clarification of the requirements before submission of a bid.

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

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

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Drawing Sheet Number: _____ Title: _____

Plan: _____ Elevation: _____ Section: _____ Detail: _____

Other:

Elevator for
Thompson High School for
Alabaster City Schools
Alabaster, Alabama

REQUEST FOR INFORMATION (RFI)
0000- 1

LATHAN MCKEE PROJECT NO. 25-305A

RECEIVERS REPLY:

Signed by: _____ Date: _____ Copies to: _____

Elevator for
Thompson High School for
Alabaster City Schools
Alabaster, Alabama

REQUEST FOR INFORMATION (RFI)
0000- 2

LATHAN MCKEE PROJECT NO. 25-305A

REQUEST FOR APPROVAL (RFA)

PRIOR APPROVAL/SUBSTITUTION REQUEST

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

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

To: Lathan Mckee, Architects Substitution Request Number: _____
Kevin Singleton, Project Manager From: _____
ksingleton@lathanmckee.com Date: _____
Email

Project: _____ A/E Project Number: _____

Re: _____ Contract For: _____

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

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

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

The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the Bid Documents. Approval, if granted, shall not be effective until published by the Architect in an addendum to the Bid Documents.

The undersigned requests consideration of the following product substitution:

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

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

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

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

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

- ☐ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
or
- ☐ Proposed substitution differs from what is specified in the Bid Documents. Submitted Data clearly identifies all differences from what is specified in the Bid Documents.
- ☐ No changes will be required to the Contract Documents for the proper installation of the proposed product substitution.
or
- ☐ Changes will be required to the Contract Documents for the proper installation of the proposed product substitution. Submitted Data clearly identifies description of changes.
and
- ☐ Warranty will be furnished for proposed substitution ☐ Equal to or ☐ Superior to specified product.
- ☐ Proposed substitution does not affect dimensions shown on the drawings and functional clearances.
- ☐ No changes will be required to the building design, engineering design or detailing by the proposed substitution.
- ☐ Proposed substitution will have no adverse effect on other trades and will not affect or delay construction progress schedule.
- ☐ No maintenance is required by the proposed substitution other than that required for originally specified product.
- ☐ Other Information:

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

Submitted by: (Print)

Signature:

Date:

Firm:

Address:

Email:

Telephone:

A/E REVIEW AND ACTION

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

Comments:

Signed by:

Date:

Elevator for
Thompson High School for
Alabaster City Schools
Alabaster, Alabama

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM
0000-2

LATHAN MCKEE PROJECT NO. 25-305A

PROPOSAL FORM

To: _____ Date: _____
(Awarding Authority)

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

(Legal Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S ALABAMA LICENSE:

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

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

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

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

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

Telephone Number _____

Email Address _____

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

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

ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3: Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

SALES TAX ACCOUNTING

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

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ _____

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

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

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

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

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

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

Legal Name of Bidder _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____

(Seal)

*Title _____

Telephone Number _____

Email Address _____

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

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BID BOND

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

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

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

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

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

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

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

PRINCIPAL:

By _____

Name and Title

SURETY:

ATTEST:

By _____

Name and Title

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SPECIAL INSTRUCTIONS TO BIDDERS

1.1 INTENT OF INSTRUCTIONS

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

1.2 EXPLANATION AND INTERPRETATION

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

1.3 BIDDER REQUIREMENTS

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

1.4 OPENING OF PROPOSALS

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

1.5 DETERMINATION of LOW BIDDER by USE of ALTERNATES

- A. The Awarding Authority may request alternate bid prices (alternates) to facilitate either reducing the base bid to an amount within the funds available for the project or adding items to the base

bid within the funds available for the project. Alternates, if any, are listed in the Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder.

- B. If alternates are included in the Proposal Form, the Awarding Authority shall determine the dollar amount of funds available and immediately prior to the opening of bids shall announce publicly the funds available for the project. The dollar amount of such funds shall be **used to determine the lowest bidder** as provided herein below, notwithstanding that the actual funds available for the project may subsequently be determined to be more or less than the expected funds available as determined immediately prior to the time of the opening of bids.
- C. **If additional funds become available after the bid opening, the Owner may at his option elect to award to the lowest base bid bidder a contract based on the Contractors base bid amount and additional Alternates.**
- D. If the base bid of the lowest bidder **exceeds** the funds available and alternate bid prices will reduce the base bids to an amount that is **within** the funds available, the lowest bidder will be determined by considering, in order, the fewest number of the alternates that produces a price within the funds available.
- E. If the base bid of the lowest bidder is within the funds available and alternate bid prices will permit adding items to the base bid, the lowest bidder will be determined by considering, in order, the greatest number of the alternates that produces a price within the funds available.
- F. After the lowest bidder has been determined as set forth above, the Awarding Authority may award that bidder any combination of alternates, provided said bidder is also the low bidder when only the Base Bid and such combination of alternates are considered.

1.6 AWARD OF CONTRACT

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

1.7 EXECUTION OF CONTRACT

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

1.8 PERFORMANCE BOND AND PAYMENT BOND

- A. The intent of the Performance Bond is to ensure the faithful performance of each and every condition, stipulation, and requirements of the Contract and to indemnify and save harmless the Owner, Architect, and Consultants from any and all damages, either directly or indirectly (arising out of any failure to perform same). The successful Bidder to whom the Contract is awarded shall furnish at his expense an acceptable Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price of the Contract as awarded. Said Bond shall be made on the approved Bond form, shall be furnished by a surety company duly authorized and qualified to make such bonds in the State of Alabama, shall be countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, the direct costs of administration, architectural, engineering, and legal services, shall lie against the Contract Bond for Performance of the Work.
- B. In addition thereto, the successful Bidder to whom the Contract is awarded shall furnish at his expense a Payment Bond with good and sufficient surety payable to the Owner in an amount not less than one hundred percent (100%) of the Contract Price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, material, feedstuffs, or supplies for or in prosecution of the Work provided for in the Contract and for the payment or reasonable attorneys' fees, incurred by successful claimants or plaintiffs in suits on said Bond.

- C. The **Apparent Low Bidder AND Apparent Second Lowest Bidder** must submit to the **Architect a direct Contact Name, Phone Number and Email Address for the Bonding Company** within 24 hours of the bid opening.
- D. **Cost Submission Requirements:** As required by the Supplemental General Conditions, the Contractor must provide the **total cost** for each of the following divisions:
- Civil
 - Plumbing
 - Mechanical
 - Electrical

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

1.9 APPROVAL OF CONTRACT

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

1.10 LIST OF SUBCONTRACTORS

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

1.11 LIST OF SUBCONTRACTORS SUBMITTAL FORM

Email this form in its entirety to contact listed below.

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

To: Lathan Mckee, Architects

Kayla Rawlinson

krawlinson@lathanmckee.com

Email

From: _____

Company

Name

Email

Project Name: _____

Phone Number

Project Number: _____

Issue Date: _____

Bid Date: _____

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

END OF SECTION

Elevator for
Thompson High School for
Alabaster City Schools
Alabaster, Alabama

SPECIAL INSTRUCTIONS TO BIDDERS (DCM)
PAGE-4

LATHAN MCKEE PROJECT NO. 25-305A

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

CHECKLIST

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

CONSTRUCTION CONTRACT - DCM Form C-5 or DCM Form 9-A (PSCA Projects)	
The numbers in the left column below correspond to numbers in the left margin of the Contract form. Construction Contracts must be activated by the Lead Design Professional Firm via DocuSign PowerForm links available from DCM's Engage Portal at https://engagealabama-rpm.facilityforce.cloud.	
(1)	PROJECT NUMBER(S): DCM will insert the DCM Project Number in the field provided. On DCM Form 9-A, insert the PSCA Project Number in the field provided.
(2)	DATE: Do not select a date beyond today's date.
(3)	OWNER: Insert the full, legal name, address, email, and telephone number of the Owner (Awarding Authority). On DCM Form 9-A, insert the name, address, email, and telephone number of the Local Owner (city or county school board, college, university, etc.) after "Alabama Public School and College Authority"
(4)	CONTRACTOR: Insert the Contractor's company name, correct mailing address, email, and telephone number. For State Agency projects, the Contractor Company name and address must match the name and address registered in the State of Alabama Accounting and Resource System (STAARS) or AL Buys (if registered), used by most State Agencies to pay Vendors. The Contractor Company name and address must be consistent across all documents in the same contract package, in order to avoid Comptroller's Office rejection. On DCM Form 9-A: The Contractor Company name and address must match the name and address registered in STAARS or AL Buys used by the State to pay Vendors. The Contractor Company name and address must be consistent across all documents in the same contract package, in order to avoid Comptroller's rejection.
(5)	The WORK: Insert the complete name of the Project; same as in the Bid Documents.
(6)	CONTRACT DOCUMENTS: Insert the date of the Bid Documents
(7)	ADDENDA: Identify, by number and date, all pre-bid Addenda that were issued to the Bid Documents. If none were issued, insert "None". All Addenda shall be submitted to DCM for review prior to contract issuance.
(8)	ARCHITECT: Insert the full, legal name, address, email, and telephone number of the Project Architectural or Engineering firm.
(9)	CONTRACT SUM: The Contract Sum is the total of the Contract's Base Bid and accepted Bid Alternate Prices, if any. Insert the Contract Sum in words and figures, verifying that this amount corresponds with the CERTIFIED TABULATION OF BIDS.
(10)	BID ALTERNATE PRICES: Identify which, if any, Bid Alternate Prices are accepted and included in the Contract Sum by inserting either (a) "No Alternate Prices Requested in Bid", (b) "No Alternate Prices Accepted", or (c) a listing of the accepted Alternates by number and dollar amount.
(11)	The CONTRACT TIME: State the Contract Time in words and in figures.
(12)	LIQUIDATED DAMAGES: If the Owner has computed a daily rate for liquidated damages, insert the amount in both words and figures in the spaces provided.
(13)	SPECIAL PROVISIONS: This space may be used to incorporate Special Provisions into the Contract, such as unit prices, compliance with enacted provisions, and value engineering. If the solicitation for bids required Unit Prices, insert a statement of which Unit Prices, if any, are accepted and incorporated into the Contract. If more space is needed, Special Provisions may be stated on an attachment that is cited in the Special Provisions section. DCM Form 9-A is published bearing Special Provision "A. Severable Payments", which is where the portions of the Contract Sum to be paid by the PSCA and the Local Owner are to be stated. Obtain these amounts from Local Owner and insert them in the spaces provided. Other Special Provisions, such as disposition of Unit Prices, may be inserted below this provision.
(14)	STATE GENERAL CONTRACTOR'S LICENSE: Insert the Contractor's current state general contracting license number, bid limit, and classification in the spaces provided.

(15) SIGNATURES - APPROVING and CONTRACTING PARTIES

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

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

Required for contracts of \$100,000.0 or more, with surety's power-of-attorney - required per Section 39-2-8 of the Code of Alabama.

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

ALABAMA VENDOR DISCLOSURE STATEMENT

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

ATTACHMENTS

The following documents must be attached to the Construction Contract:

- Insurance Certificate (attach copy): It is the responsibility of the design professional to ensure all insurance requirements are discussed with bidders prior to a bid and that Contractor has provided the requirements to their insurance provider. Contractor must obtain all insurance coverage specified in Article 37 of the General Conditions of the Contract - required per Section 39-2-8 of the Code of Alabama.
- Surety's power-of-attorney: Required for Performance Bond, which is required for contracts of \$100,000.00 or more per Section 39-2-8 of the Code of Alabama.
- Surety's power-of-attorney: Required for Payment Bond, which is required for contracts of \$100,000.00 or more per Section 39-2-8 of the Code of Alabama.
- Certified Tabulation of Bids (attach copy): Required for all projects including those with informal bids -required per Section 39-2-6 of the Code of Alabama.
- DCM Form C-3: Proposal Form (attach copy): If bid proposal was adjusted by notation on outside of envelope, also attach copy of outside of envelope including notation.
- DCM Form C-3A: Accounting of Sales Tax (attach copy): Attachment must be of the executed C-3A from the bid -required per Section 40-9-14.1 of the Code of Alabama.
- E-Verify Memorandum of Understanding (attach copy): Entire document required - required per Section 31-13-25(b) of the Code of Alabama.

DCM USER FEES:

- **PSCA-Funded Projects & Fully Locally-Funded State Agency Projects:** The Contract Document Administration Fee-CC and the Permit Fee must be paid by the time a Construction Contract for a PSCA-funded project or state agency/authority project is submitted to DCM for review, or when a fully locally-funded project Construction Contract is converted to PSCA. Contract reviews can begin once the fees have been paid.
- **Fully Locally-Funded K-12 Projects:** The Permit Fee must be paid by the time a copy of a fully locally-funded K-12 school project's executed Construction Contract is received at DCM's office from the State Department of Education (SDE). * See Permit Fee exception below.

- **General Information:**

Basic Contract Document Administration (CDA) Fee: This fee covers review of the Agreement Between Owner and Architect (O/A Agreement) and Construction Contract for state agency projects, and partially or fully PSCA-funded projects of K-12 public schools and universities and the related amendments, change orders, service invoices and pay requests. This fee does not apply to fully locally-funded K-12 public school projects or fully locally-funded university projects. The Basic CDA Fee covers review of the original submitted document and one revision. The total basic CDA fee is 1/3 of 1% of the total construction cost, due in two parts: 1/6.5 of 1% (.15%) of the Project Budget for administration of the O/ A Agreement. 1/6.5 of 1% (.15%) of the Construction Contract Amount for administration of the Construction Contract. The CDA Fee for a PSCA-funded O/A Agreement or Construction Contract is limited by the Project Construction Cost funded by PSCA.

Basic Permit Fee: This fee covers required project inspections. The Permit Fee must be paid before a construction contract is reviewed by DCM, or becomes due when a self-performance letter or fully locally-funded K-12 construction contract is received by DCM, and must be paid before a Pre-Construction Conference is scheduled with DCM Inspectors*

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

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

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

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

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

DCM (BC) Project No.

CONSTRUCTION CONTRACT

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

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

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

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

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

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

License No.:

Classification(s):

Bid Limit:

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

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

(15)

APPROVAL

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

By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES

Contractor Company

By _____
Signature

Name & Title _____

Owner Entity

By _____
Signature

Name(s) & Title(s) _____

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

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

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

A. GENERAL

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

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

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

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

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

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

B. INSURANCE COVERAGES

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

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

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

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

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

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY INSURANCE

(a) Commercial Umbrella or Commercial Excess Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile

Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial Umbrella or Commercial Excess Limits of:

- .1 \$ 5,000,000 per Occurrence
- .2 \$ 5,000,000 Aggregate

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

- .1 The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.
- .2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

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

(b) The policy shall be endorsed as follows:

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

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

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

C. SUBCONTRACTORS' INSURANCE

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

(2) **LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

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

D. TERMINATION of OBLIGATION to INSURE

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

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

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

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

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall not be applicable to loss or damage that occurs after final acceptance of the Work. **Any provision found herein which attempts to waive or invalidate the subrogation interests of Alabama's State Insurance Fund against any party to this contract or any other person or entity is void and invalid. No such waiver is intended or made by the parties to this agreement with regard to any property insured by the State Insurance Fund.**

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

(1) **PERFORMANCE BOND**

Do not staple this form; use clips.

SURETY'S BOND NUMBER

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$)).

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

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

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

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

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

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

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

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

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

By _____
Signature

Name and Title

Company Name

By _____
Signature

Name and Title

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

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

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

(1) **PAYMENT BOND**

SURETY'S BOND NUMBER

Do not staple this form; use clips.

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$)).

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

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

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

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

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

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

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

Company Name

By _____
Signature

By _____
Signature

Name and Title

Name and Title

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

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

GENERAL CONDITIONS of the CONTRACT

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ARTICLE 1 DEFINITIONS

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

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

- C. COMMISSION:** The former Alabama Building Commission, for which the Alabama Division of Construction Management has been designated by the Legislature as its successor.
- D. CONTRACT:** The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:
- (1) Construction Contract
 - (2) Performance and Payment Bonds
 - (3) Conditions of the Contract (General, Supplemental, and other Conditions)
 - (4) Specifications
 - (5) Drawings
 - (6) Contract Change Orders
 - (7) Modifications to the Construction Contract (applicable to PSCA Projects)
- E. CONTRACT SUM:** The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term “Contract Sum” means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.
- F. CONTRACT TIME:** The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner or Director. The Date of Substantial Completion is the date established in accordance with Article 32. The term “Contract Time” means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- G. CONTRACTOR:** The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- H. DCM:** The Alabama Division of Construction Management.
- I. DCM PROJECT INSPECTOR:** The member of the Technical Staff of the Alabama Division of Construction Management to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.
- J. DEFECTIVE WORK:** The term “Defective Work” shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary

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

- K. DIRECTOR:** The Director of the Alabama Division of Construction Management.
- L. DRAWINGS:** The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.
- M. NOTICE TO PROCEED:** A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- N.1 OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority”.
- N.2 AWARDING AUTHORITY:** §39-2-1 (1) of the Code of Alabama, 1975, as amended definition: Any governmental board, commission, agency, body, authority, instrumentality, department, or subdivision of the state, its counties and municipalities. This term includes, but shall not be limited to, the Department of Transportation, the Division of Real Property Management of the Department of Finance, the State Board of Education, and any other entity contracting for public works. This term shall exclude the State Docks Department and any entity exempted from the competitive bid laws of the state by statute.
- O. THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- P. PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- Q. SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- R. SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.
- S. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2
INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

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

for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

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

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

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

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

F. SEVERABILITY.

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

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

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

ARTICLE 5

OWNERSHIP of DRAWINGS

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

ARTICLE 6

SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

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

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

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

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

B. SUPERINTENDENT

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

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

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

C. EMPLOYEES

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

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

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

ARTICLE 8
SURVEYS by CONTRACTOR

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

ARTICLE 9
SUBMITTALS

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

with the Contractor's intended Construction Methods.

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

H. DEVIATIONS

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

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

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

I. ARCHITECT'S REVIEW and APPROVAL

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

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

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

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

B. "POSTED" SET

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

C. RECORD SET

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

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

ARTICLE 11
“AS-BUILT” DOCUMENTS

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

ARTICLE 12
PROGRESS SCHEDULE

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

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

ARTICLE 13
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

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

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

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

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

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

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

ARTICLE 15

HAZARDOUS MATERIALS

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

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

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

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

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

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

B. TYPES of INSPECTIONS

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

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

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

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

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

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

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

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

C. INSPECTIONS by the ARCHITECT

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

D. INSPECTIONS by the DCM PROJECT INSPECTOR

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

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

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

E. UNCOVERING WORK

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

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

F. SPECIFIED INSPECTIONS and TESTS

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

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is not in compliance with requirements of the Contract Documents, in which case the Contractor shall

bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

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

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

ARTICLE 17 **CORRECTION of DEFECTIVE WORK**

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

ARTICLE 18 **DEDUCTIONS for UNCORRECTED WORK**

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

ARTICLE 19 **CHANGES in the WORK**

A. GENERAL

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

- (2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.
- (3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.
- (4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.
- (5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.
- (6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.
- (7) All change orders require DCM Form C-12: Contract Change Order and DCM Form B-11: Change Order Justification. Only Change Orders 10% or greater of the current contract amount require the Owner's legal advisor's signature on DCM Form B-11: Change Order Justification.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

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

- (1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.
- (2) **Unit Price.** By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.
- (3) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with

sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

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

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

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

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

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

D. CHANGE ORDER PROCEDURES

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

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

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

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

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

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

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

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

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

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

- A. If the Contractor considers any instructions by the Architect, Owner, DCM Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or

oral clarifications, directions, instructions, interpretations, or determinations.

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

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

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

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the

Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22 **CLAIMS for DAMAGES**

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

ARTICLE 23 **DELAYS**

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.
- B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
 - (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.

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

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

- (1) As used in this Article, “Claims and Disputes” include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.
- (2) “Resolution” addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

B. CONTINUANCE of PERFORMANCE

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

C. GOOD FAITH EFFORT to SETTLE

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

D. FINAL RESOLUTION for STATE-FUNDED CONTRACTS

- (1) If the Contract is funded in whole or in part with state funds, the final Resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner shall be by the Director, whose decision shall be final, binding, and conclusive upon the Contractor, its Surety, and the Owner.

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

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

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

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

ARTICLE 25
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

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

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

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

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

ARTICLE 27
OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

- (1) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:
- (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
 - (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
 - (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
 - (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
 - (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
 - (f) is otherwise guilty of a substantial breach of the Contract.
- (2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$100,000):**
- (a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.
 - (b) **Notice of Termination:** If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.
 - (c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination

without giving the Contractor another Notice to Cure.

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

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

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

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

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

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

(3) Procedure for Bonded Construction Contracts (Generally, contracts of \$100,000 or more):

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

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

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

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

(e) **Surety Claims:** Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However, the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment

becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

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

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

B. TERMINATION by the OWNER for CONVENIENCE

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

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

- (a)** stop Work as specified in the notice;
- (b)** enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c)** terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d)** take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e)** complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The Contractor shall be entitled to receive payment for reasonable anticipated overhead ("home office") and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

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

A. SUSPENSION by the OWNER

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

B. NONPAYMENT

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

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

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

ARTICLE 29
PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

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

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a DCM Form C-10SOV, Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be printable on 8.5" x 11" and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to

Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

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

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

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

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

D. MATERIALS STORED OFF SITE

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

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;
- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

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

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

F. CONTRACTOR’S CERTIFICATION

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

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

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

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

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

ARTICLE 31 **PAYMENTS WITHHELD**

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

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

ARTICLE 32

SUBSTANTIAL COMPLETION

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

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

D. CERTIFICATE of SUBSTANTIAL COMPLETION

(1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare (via the appropriate DocuSign link available from DCM's [Engage Portal at https://engagealabama-rpm.facilityforce.cloud](https://engagealabama-rpm.facilityforce.cloud)) and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Alabama Division of Construction Management.

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

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

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

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

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

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

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

B. BEFORE SUBSTANTIAL COMPLETION

- (1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
- (2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:
 - (a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
 - (b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
 - (c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
 - (d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
 - (e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

**ARTICLE 34
FINAL PAYMENT**

A. PREREQUISITES to FINAL PAYMENT

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

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect. Architect prepares DCM Form B-13: Final Payment Checklist and forwards it to the Owner along with the final Application for Payment.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of DCM Form C-18: Contractor's Affidavit of Payment of Debts and Claims, and a Release of Claims, if any, and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety to Final Payment, if any, to Contractor. This Consent of Surety is required for projects which have Payment and Performance Bonds.

- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.
- (9) See Manual of Procedures Chapter 7, Section L.7 concerning reconciliation of contract time, if any.

B. FINAL ACCEPTANCE of the WORK

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

C. ADVERTISEMENT for COMPLETION

(1) If the Contract Sum is less than \$100,000: Advertisement for Completion shall not apply to contractors performing contracts of less than \$100,000.00 in amount. §39-1-1(g)

(2) If the Contract Sum is \$100,000 or more: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of three weeks. The contractor can publish a notice in one or more of the following ways:

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

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

D. RELEASE of CLAIMS

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

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

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

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

E. EFFECT of FINAL PAYMENT

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

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

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

**ARTICLE 35
CONTRACTOR'S WARRANTY**

A. GENERAL WARRANTY

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

B. ONE-YEAR WARRANTY

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

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

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

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

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

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

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

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

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

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

D. SPECIAL WARRANTIES

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

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

E. ASSUMPTION of GUARANTEES of OTHERS

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

**ARTICLE 36
INDEMNIFICATION AGREEMENT**

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

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

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

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

A. GENERAL

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

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

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

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

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

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

B. INSURANCE COVERAGES

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

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

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

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

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

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY INSURANCE

(a) Commercial Umbrella or Commercial Excess Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile

Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial Umbrella or Commercial Excess Limits of:

- .1 \$ 5,000,000 per Occurrence
- .2 \$ 5,000,000 Aggregate

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

- .1 The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.
- .2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

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

(b) The policy shall be endorsed as follows:

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

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

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

C. SUBCONTRACTORS' INSURANCE

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

(2) **LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

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

D. TERMINATION of OBLIGATION to INSURE

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

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

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

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

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall not be applicable to loss or damage that occurs after final acceptance of the Work. **Any provision found herein which attempts to waive or invalidate the subrogation interests of Alabama's State Insurance Fund against any party to this contract or any other person or entity is void and invalid. No such waiver is intended or made by the parties to this agreement with regard to any property insured by the State Insurance Fund.**

ARTICLE 38
PERFORMANCE and PAYMENT BONDS

A. GENERAL

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

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$100,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

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

C. PAYMENT BOND

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

D. CHANGE ORDERS

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

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the

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

ARTICLE 39 **ASSIGNMENT**

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

ARTICLE 40 **CONSTRUCTION by OWNER or SEPARATE CONTRACTORS**

A. OWNER'S RESERVATION of RIGHT

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

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

B. COORDINATION

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

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

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

D. MUTUAL RESPONSIBILITY

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

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

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

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

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

ARTICLE 41 **SUBCONTRACTS**

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

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

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

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

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

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

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

ARTICLE 42
ARCHITECT'S STATUS

- A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.
- B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

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

(1) The Architect is authorized to:

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

and Approval of payments, and

(f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than “minor” deviations and changes) without concurrence of the Owner,
- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

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

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

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

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

E. ARCHITECT’S DECISIONS

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

ARTICLE 43
CASH ALLOWANCES

- A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner

and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.

- B.** Unless otherwise provided in the Contract Documents:
- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;
 - (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
 - (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.
- C.** Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44

PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

- (1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.
- (2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

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

C. COMPENSATION for INCREASES

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

D. ALABAMA IMMIGRATION LAW

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

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

E. ALABAMA TRADE BOYCOTT LAW

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

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

EE. ALABAMA ECONOMIC BOYCOTT LAW

Per Act 2023-409 as codified in Title 41, Chapter 16, Article 1 of the Code of Alabama, 1975, as amended:

The contracting parties affirm, for the duration of the agreement, that they are not currently engaged in, and will not engage in, economic boycotts.

F. ACCOUNTING OF SALES TAX EXEMPT PROJECTS

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

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

ARTICLE 45
ROYALTIES, PATENTS, and COPYRIGHTS

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

infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.

ARTICLE 46
USE of the SITE

- A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

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

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

B. FINAL CLEAN-UP

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

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

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

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

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

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

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

C. OWNER'S RIGHT to CLEAN-UP

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

ARTICLE 49
LIQUIDATED DAMAGES

- A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
- B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.

- C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.
- D. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50

USE of FOREIGN MATERIALS

- A. In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.
- B. In the performance of the Work the Contractor agrees to use iron or steel, that are made a permanent part of the structure, produced in the United States if the Contract Documents require the use of iron or steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.
- C. If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.
- D. This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

ARTICLE 51

PROJECT SIGN

- A. Fully locally-funded State Agency and Public Higher Education projects: DCM Form C-15: Detail of Project Sign must be included in the project manual regardless of expected bid amount. If the awarded contract sum is \$100,000.00 or more, Contractor shall furnish and erect a project sign. Other conditions besides the contract sum may warrant waiver of this requirement, but only with approval of the Technical Staff.
- B. Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner; if project sign is requested by Owner, include DCM Form C-15: Detail of Project Sign in the project manual.
- C. Partially or fully PSCA-funded projects: DCM Form C-15: Detail of Project Sign must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of the contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.

When required per the above conditions, the project sign shall be erected in a prominent location selected by the Architect and Owner and shall be maintained in good condition until completion of Work. If the Contract involves Work on multiple sites, only one project sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner. Slogan: The title of the current PSCA Act should be placed on the project sign of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

END of
GENERAL CONDITIONS of the CONTRACT

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SUPPLEMENT TO THE GENERAL CONDITIONS OF THE CONTRACT

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

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

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

B. **Refer to Article 3:**

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

C. **Refer to Article 6;**

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

D. **Refer to Article 6;**

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

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

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

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

• Submittal	* Drawings
• Closeout	* Photos
• RFI	* Punchlist/Issue Management
• RFP	* COR
• ASI	* Pay Application
• Meeting Minutes	

F. Refer to Article 13:

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

G. Refer to Article 15:

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

H. Refer to Article 16:

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

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

I. Refer to Article 19:

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

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

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

K. **Refer to Article 32, SUBSTANTIAL COMPLETION**

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

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

1. Change as follows:
 - a. The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

M. **Refer to Article 37:**

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

N. **Refer to Article 44:**

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

- f. 2021 International Fire Code
- g. 2020 National Electrical Code
- h. 2019 National Fire Alarm and Signaling Code
- i. ANSI/ASHRAE/IESNA Standard 90.1-2013 Energy Standard for Buildings Except Low-Rise Residential

O. **Refer to Article 49:**

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

END OF SECTION

SPECIAL CONDITIONS OF THE CONTRACT

The Special Conditions of the Contract are meant to be viewed as a compliment to the General Conditions of the Contract. Should any discrepancy or ambiguity be noted, the Special Conditions of the Contract shall apply and the General Conditions of the Contract shall defer to Special Conditions of the Contract. The term "Design Consultant" shall be construed to mean "Architect". The terms "School Board", "Owner", and "Board", shall be construed to mean the Alabama. The term "Program Manager/Management (PM)" and "Owner's Representative" shall be construed to mean "Volkert, Inc.". Where General Conditions refer to Owner; it shall be recognized to include the Owner's Representative (PM) as per Owner/Owner Representative Contract.

1. INTENT OF DRAWINGS AND CONTRACT DOCUMENTS

- A. Clarification of any conflict in or between Contract Documents shall be made only by written Addenda during the bid period and sent to all perspective Bidders. The Program Manager and Design Consultant shall not be responsible for verbal answers regarding intent or meaning of the Contract Documents, or for any verbal instructions, by whomsoever made, prior to the award of the Contract.
- B. All designed systems and/or assemblies are to be proposed and bid as complete assemblies or operational systems. Drawings are to be construed as an indication of intent and not attempting to fully obtain or detail required work.

2. COPIES OF DRAWINGS AND SPECIFICATIONS

- A. As specified in the Special Instructions to Bidders, the Contractor shall have determined the number of sets of Contract Documents required for the construction of the specified work. The cost of all Contract Documents required for the construction of the specified work, as determined by the Contractor, shall have been included in his Proposal.

3. NOTICE TO PROCEED

- A. The Contractor may proceed to award subcontracts, assemble materials, etc., at any given time after Award of Contract and the Notice to Proceed with the work has been issued. For the purpose of liquidated damages, the Contractor's official time for the starting of construction work shall be the actual date of the Notice to Proceed which shall be issued by the Morgan County School System.

4. SHOP DRAWINGS AND SUBMITTALS

- A. The General Contractor shall submit a schedule of submittals for approval to the Design Consultant, itemizing all required submittals within ten (10) days of receiving the Notice to Proceed.
- B. All shop drawings and/or submittals shall be dated and numbered sequentially. A re-submittal shall be designated by adding an "R" to the original submittal number.
- C. All shop drawings and submittals shall be coordinated with all respective trades and approved by the General Contractor as so coordinated prior to submission to Design Consultant. Shop drawings and/or submittals not approved and stamped by the General Contractor shall be returned to Contractor.
- D. Truss design submittals shall be specifically approved by the General Contractor and mechanical subcontractor prior to Design Consultant's review.
- E. Six copies of all shop drawings and submittals shall be presented to the Design Consultant with a completed Material Approval Submittal form containing the project name, number of items, name of vendor/supplier and sufficient description to identify said submittal.
- F. The Contractor shall fax Copies of all Material Approval Submittal forms to the Program Manager at the time each Submittal is delivered to the Design Consultant.
- G. All shop drawings and/or submittals shall be submitted sufficiently in advance of construction requirements to allow checking, correcting, resubmitting, and rechecking.
- H. Once the Design Consultant has approved a submittal, one set shall be delivered to the Program Manager with a copy of the completed Material Submittal Approval form. The Design Consultant shall indicate the status of the submittal on the form.
- I. Unless specifically requested by the Design Consultant, submittals marked "Approved as Noted" or "Approved as Corrected", need not be resubmitted.
- J. A copy of Submittals marked "Rejected" or "Revise and Resubmit" by the Design Consultant as well as the Material Approval Submittal form should be provided to Program Manager. The Design Consultant shall indicate the status of the submittal on the transmittal sheet.
- K. The Design Consultant reserves the right to withhold approval of interior and exterior finishes until all related submittals and shop drawings are received.

- L. The General Contractor, Design Consultant and Program Manager shall utilize the internet-based project management system to track and record submittals described in Section 01315 of this Project Manual.

5. REQUESTS FOR INFORMATION

- A. Request for Information (RFI) shall be sequentially numbered and submitted to the Design Consultant using the internet base project management system as described in Section 01315 of this Project Manual.
- B. The RFI shall contain sufficient, specific, information to provide the Design Consultant with a clear understanding of the item or concerns in question. The Contractor may include additional information in the form of photographs, diagrams, or other pertinent documentation, to assist in the clarification of the RFI.
- C. The Design Consultant shall provide an answer to the Contractor in the space provided on the RFI form. Should additional information be required for the Design Consultant response, that information shall be attached to the RFI form.
- D. A copy of the completed Request for Information form shall be provided to the Program Manager.
- E. Failure to submit a written RFI to the Design Consultant may negate a Contractor's claim for additional time or money should a Design Consultant fail to respond to an RFI in a timely manner.

6. PROGRESS SCHEDULE

- A. A CPM Project Schedule for Construction, as described below, shall be prepared and is the responsibility of the Contractor. Subcontractors and suppliers participating in the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved project schedule shall be used to measure the progress of the work, aid in evaluating time extensions, and to provide the basis for all progress payments.
- B. The CPM schedule shall be the basis for measuring Contractor progress. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire project schedule submission and the inability of the Program Manager and Design Consultant to evaluate Contractor progress for payment purposes.

C. Project Schedule - General Requirements

1. There will be a Pre-Scheduling Conference to be conducted at the project site to review the project schedule requirements. The Pre-Scheduling Conference shall include but not be limited to reviewing the Contractor's software, verifying the availability of qualified personnel to create and maintain the schedule, review schedule updating and reporting requirements, and review time extension and delay claim procedures.
2. In preparation of the schedule, the Contractor shall comply with the procedures outlined in AGC's "Construction Planning & Scheduling".
3. The schedule shall be a Critical Path Method (CPM) schedule and shall be provided in Gantt chart format.
4. The schedule's time frame should be extended from the date of Notice to Proceed through the date of Substantial Completion and Final Completion as established by the contract documents.
5. The schedule shall include an appropriate and reasonable level of detail to allow for accurate monitoring of project progress. Items to be included in the schedule shall be further described below.
6. The schedule shall be prepared using input from the General Contractor's subcontractors and suppliers.
7. The initial schedule shall be submitted within 15 calendar days of Notice to Proceed.
8. The schedule shall be updated a minimum of once per month with Design Consultant approved time extensions as necessary. An updated schedule shall be submitted with the Contractor's application for payment, and also posted on the internet-based project management system described in Section 01315 of this Project Manual. Failure to submit an updated schedule with the application for payment may cause the application for payment to be rejected.

D. Contractor's CPM Construction Schedule

1. Scheduling Consultant: The Contractor shall retain a scheduling consultant to prepare and update the construction schedule. The scheduling consultant shall attend all meetings relating to project progress, delays or time impacts. The Program Manager may elect to waive the requirements to retain a scheduling consultant should the Contractor employ skilled personnel qualified in the preparation and reporting of CPM schedules.

2. Level of Detail and Items to be Included in Schedule.
 - a. Activity Duration: Define activities so that no activity has a duration of more than 30 days unless specifically approved by Design Consultant and Program Manager.
 - b. Procurement and Submittal Activities: Include procurement process activities for long lead time items. A long lead-time item is defined as one with a lead-time of more than 30 days. Procurement activities are to be broken down into submittals (submittal review and approval time should be incorporated into the submittal activity duration), purchasing and fabrication / delivery.
 - c. Start-up and Testing Time: Include activity line items for start-up and testing.
 - d. Owner Activities: Owner activities that could impact progress shall be included as separate activities in the project schedule. This includes work to be performed by Owner Direct Contractors. An example of an owner activity would be delivery and set-up of portables.
 - e. Milestones: Include milestones for critical days or events in the schedule. As a minimum, milestones should be established for Notice to Proceed, Substantial Completion and Final Completion.

E. Schedule Layout and Presentation.

1. The schedule shall be in Gantt chart format with the critical path activities clearly delineated from those activities containing float time.
2. Each activity bar shall be labeled with the activity name adjacent to its representative bar.
3. Milestone activities shall be represented by a unique symbol on the Gantt chart, demarcating them from other activity bars.
4. The schedule shall display logic arrows linking predecessor and successor activities. All activities must have a predecessor and a successor constraint except the Notice to Proceed activity (which will have no predecessor) and the Final Completion activity (which will have no successor).
5. The head of the schedule shall include columns for the following activity information:
 - a. Activity ID
 - b. Activity Name/Description

- c. Duration
 - d. Early Start
 - e. Late Start
 - f. Actual Start
 - g. Early Finish
 - h. Late Finish
 - i. Actual Finish
 - j. Total Float
6. A minimum of three copies of the schedule shall be submitted at each schedule submission.
- F. The schedule shall be updated a minimum of once per month and should coincide with the submission of the Contractor's application for payment. Failure to submit an updated schedule with the application for payment may cause the application for payment to be rejected.
- 1. Should the Program Manager or Design Consultant deem that the project is running behind schedule, the Program Manager or Design Consultant can request that the schedule be updated more frequently.
 - 2. The initial approved schedule shall be designated as the baseline schedule and shall represent the anticipated sequencing and activity duration of the construction project. The baseline schedule will be the schedule referenced against the updated schedule to determine schedule progress and the effect of changes. Each update will become the baseline for the subsequent update.
 - 3. When performing the schedule update, actual start and finish dates for each activity shall be used. Automatic updates using default settings inherent in the scheduling software will not be allowed.
 - 4. When reporting the schedule, the baseline and updated schedules shall be displayed on the same chart in order for the as-built condition to be easily compared against the baseline.
 - 5. Activity progress shall be clearly indicated on the activity bar as a superimposed progress bar.
 - 6. With the updated schedule provide a report of every change including, but not limited to changes in logic, actual start and finish dates and activity durations.

G. Requests for Time Extensions

1. The CPM schedule shall be the basis by which a determination will be made as to whether or not the Contractor is due an extension of time under the provisions of the contract.
2. For each delay or time extension claim, the Contractor shall submit a justification report that should include the following items:
 - a. A brief explanation of the cause of the change.
 - b. A CPM schedule incorporating the change and clearly depicting the impact to the final completion date of the project using the latest updated schedule as a baseline.
 - c. Delays that are the sole responsibility of the contractor will not be considered as reason to grant time extension to the final completion date for the contract.

H. Program Manager

Should the project's budget and/or schedule become a concern for the Owner, the Program Manager shall maintain the latitude to, at its discretion, to institute time and cost control measures during the construction phase of the work which, in general, shall provide better Owner control in expediting the timely completion of the project. Program Management as well as MCS personnel reserve the right to visit the site and observe work in progress at any given time.

7. METHOD OF RECOVERY

- A. A Scheduling Meeting shall be held at the end of each month. The purpose of this meeting shall be for the Program Manager and/or his representative to meet with all parties to discuss alternate solutions for updating and/or compressing construction schedules. At this meeting, if the Project is behind schedule in any area, the Contractor shall submit to the Program Manager, a Method of Recovery. The Contractor shall, with due diligence, make every effort to adhere to this construction schedule. Slippage of construction schedules shall not be tolerated. Schedule slippage without alternate solutions that shall allow the schedule to be met are grounds for Contract cancellation. Method of Recovery shall not increase the Contract amount.

8. SCHEDULE OF VALUES

- A. Prior to submitting the first Application for Payment, the Contractor shall provide to the Program Manager a schedule of values allocated to various portions of the Work, prepared in such form, and supported by all such data substantiating its accuracy, as the Design Consultant/Program Manager may require. This schedule, unless objected to by the Program Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9. ELECTRICAL POWER AND JOB SITE UTILITIES

- A. The General Contractor shall be responsible for the cost of all electrical power and all other utilities necessary for construction, until such time as the Substantial Completion date is established and agreed upon by all parties. Once the date of Substantial Completion has been established, said utilities shall be transferred into the Owner's name. Utility bills will be pro-rated, based upon the established date of Substantial Completion.

10. APPLICATION FOR PAYMENT/PAY REQUESTS

- A. All Applications for Payment shall be submitted to the Design Consultant for consideration, monthly on or about the 25th of each month. The Design Consultant and Program Manager shall then review all work and agree as to the percentage of completion of each phase of work in question. No approval of any pay requests shall be made until all of the involved parties are in agreement as to the stage and/or percentage of completion.
- B. Four original sets of each application are required: One for the Program Manager, One for the Design Consultant, and Two for the Owner.
- C. The Design Consultant in conjunction with the Program Manager shall maintain the option to "red line" at its discretion, those items which, having been submitted for payment, are not properly documented or which are not properly documented as to support costs of Contract Change Authorizations or Change Orders.
- D. With each Application for Payment the Contractor is required to submit the following:
1. Contract Notice to Proceed Date
 2. Original Contract Completion Date
 3. Current Revised Contract Completion Date
 4. Number of Days Elapsed
 5. Percent of Time Elapsed
 6. Percentage of Contract in Place (Stored materials may be included)
 7. FEIN #

- E. Such application shall be notarized and supported by such data as the Design Consultant in conjunction with the Program Manager may require as substantiating the Contractor's right to payment. Utilizing ABC Form C-11, a graph indicating the monthly projected and actual construction schedule shall be submitted each month with the Contractor's Application for Payment.
- F. With the monthly Application for Payment, the General Contractor shall submit a Waiver of Lien for the value of the work completed.
- G. Payment for materials stored off-site may not be requested unless materials are stored in an insured and bonded warehouse. Certificates of Insurance must be attached to the pay request. Copies of both the purchase order and copies of material invoices shall be submitted with the Request for Payment on which the stored materials are listed.
- H. The Contractor's FEIN number must appear on all Applications for Payment.

11. UNKNOWN CONDITIONS

- A. If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the Drawings and/or Project Manual, or unknown conditions of an unusual or impractical nature are disclosed differing materially from conditions usually inherent in work of the character shown and specified, the attention of the Design Consultant and the Program Manager shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon such observation of conditions, the Owner may instruct the Design Consultant to promptly make such changes in the Drawings and/or Project Manual as he finds necessary to conform to the different conditions, and any increase or decrease in the cost of the Work resulting from such changes shall be adjusted as provided under CHANGES IN THE WORK or EXTRA WORK as set forth in the GENERAL CONDITIONS. All costs and claims including time extension are required to be included in the Contractor's response to Change Order Request or Request for Proposal. Claims for additional costs and/or time arising after approval shall be disallowed and this condition is accepted by the Contractor upon executing Owner/Contractor Agreement.

12. CHANGES IN THE WORK

- A. All Contract Change Requests shall be submitted to the Design Consultant complete with the substantiating documentation for review and approval. All Contract Change Requests shall be in a format in which all units of costs are so indicated, to include but not limited to the following: labor, material, equipment, OH&P, vendor and/or supplier, along with the required trade labor cost

breakdown to perform this work. The Design Consultant shall determine whether, in its opinion, the request should be approved or disapproved, with or without additional time, and submit the Contract Change Request to the Program Manager for review. No Contract Change Request should be submitted to the Program Manager without the prior review and written recommendation from the Design Consultant. Not all changes shall constitute a time extension. Time extensions associated with changes in the Work shall be evaluated based upon criteria established in item 6G of The Special Condition of The Contract.

- B. Should the Design Consultant and the Program Manager concur as to the approval of a Contract Change Request, additional monies and/or time shall be added to the Contract through the execution of a Contract Change Order.
- C. If the Design Consultant and the Program Manager refuse to approve a Contract Change Request, no additional work shall be initiated, no additional time granted and no additional monies shall be added to the Contract.
- D. Should the Design Consultant and the Program Manager determine that work detailed in a Contract Change Request is included in the Contract Documents, and therefore should have been included in the Contractor's bid, the Contract Change Request shall be disapproved and no additional monies or time shall be added to the Contract. If it is deemed that said work is required as indicated by the Contract Documents, the Design Consultant and Program Manager reserve the right to require that the Contractor perform all said work in the Contract Change Request for the completion of the Work in accordance with the Contract Documents. The Contractor shall perform this work at no additional cost to the Owner and with no additional funds or time added to Contract.
- E. When work specified in a Contract Change Request entails the use of a subcontractor, the subcontractor must provide to the Contractor a detailed breakdown of costs. This shall include labor, materials, including units, and any other specific costs entailed for the completion of the work. The subcontractor shall also indicate its OH&P. This information shall be submitted in full for each subcontractor as part of the substantiating documentation required for each Contract Change Request. Bonding, insurance, administrative, supervisory, or other related overhead costs are considered a part of a subcontractor's overhead and shall not be included as additional costs.
- F. No money for general conditions will be considered where time only is added to the Contract by a Change Order.

13. INSPECTIONS BY GENERAL CONTRACTOR

- A. The Contractor's Job Superintendent shall submit to the Program Manager and to the Design Consultant, daily construction reports detailing all construction activity taking place each day. The daily construction reports shall indicate at minimum: the number of employees on site, the number of subcontractors and subcontractor's employees on site, a brief description of work activities, description of any delays and/or problems incurred, any interference with work and/or among trades, and weather conditions throughout the day. Each daily report shall indicate the date and time, and be submitted in sequence. The report shall be submitted by 10:00 a.m. the following day.
- B. The General Contractor's Superintendent or designated representative shall inspect all work performed by the General Contractor and all subcontractors. Upon his approval of the work, and after any and all required corrections to the work have been completed, the Design Consultant and Program Manager shall be notified in writing that the construction is ready for inspection. All items found by the Design Consultant in conjunction with Program Management which are not in conformance with the Contract Documents shall be corrected before local officials are called to perform inspections or tests.

14. PROGRESS MEETINGS

- A. Progress Meetings shall be scheduled by the Program Manager. The frequency of the meetings will be determined by the Program Manager in conjunction with the Design Consultant. The Contractor and/or representative, Design Consultant and/or his representative, the Program Manager and/or his representative, and all subcontractors whose work is in progress or who are within two weeks of initiating work, shall be present at these meetings.

15. TESTING

- A. The Owner has hired a testing agency that will be performing all construction and materials testing, as well as the Special Inspections required by the IBC. The General Contractor is responsible to notify the Owner's testing agency prior to performing any activities that require testing. Notification shall be provided from the General Contractor a minimum of 24 hours before said activities are scheduled to be performed. In the event that the item tested does not conform to the requirements of the Contract Documents, the General Contractor shall pay for said initial testing and any additional testing required while correcting the nonconforming work. The Owner/Program Manager/Design Consultant reserves the right to require additional testing.

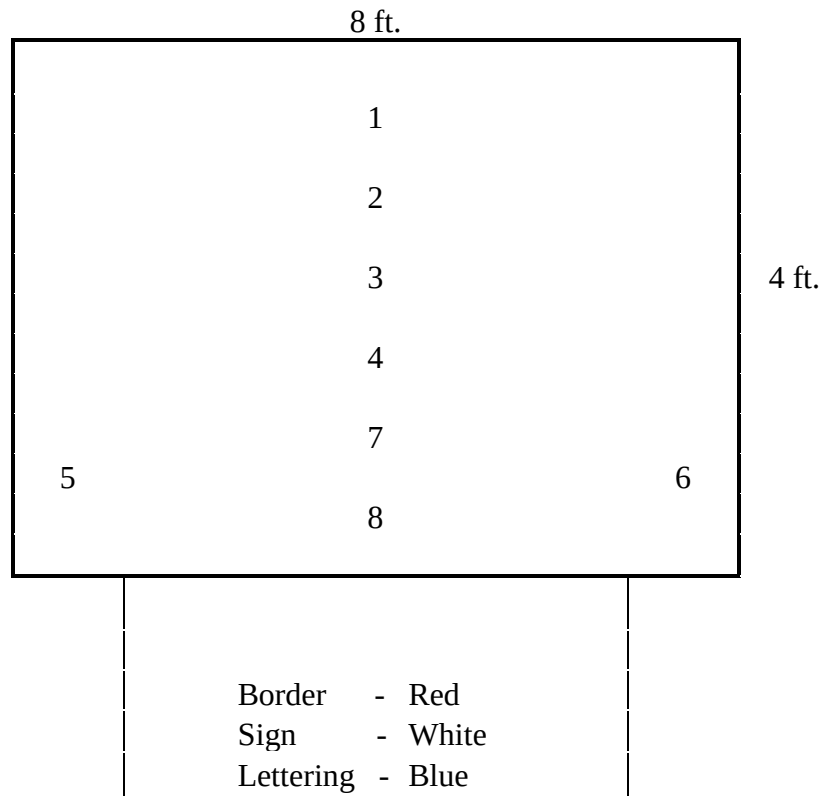
16. COMPLETION OF FINAL PUNCH LIST ITEMS

- A. The Project Superintendent shall remain on site, on a full-time basis, until such time as the punch list items have been verified as 100% complete, by the design consultant.

17. PROJECT SIGNS

- A. The General Contractor shall provide a 4'x8' Local Funding Project Sign as detailed below. This sign shall be mounted on pressure treated 4"x4" posts at the location designated by the Program Manager. This sign shall be constructed of 3/4" severe weather pressure treated plywood, unless approved otherwise.
- B. The General Contractor shall provide a 4'x8' sign of the color rendering for the project. The Architect will furnish a digital image of the color rendering, and the contractor shall have this sign manufactured on plastic foam core board. This plastic foam core board shall be attached to 3/4" severe weather pressure treated plywood and mounted on pressure treated 4"x4" posts at the location designated by the Program Manager.
- C. The General Contractor shall provide the Project Sign referenced in the General Conditions of the Contract (ABC Form C-8) if the project is not 100% locally funded. Funding information will be provided at the Pre-Bid Conference.
- D. Project signs referenced above shall be maintained in good condition by the General Contractor until project completion.

DETAIL OF LOCAL FUNDING PROJECT SIGN



1. Name of Project - 2 1/2" text
2. County Schools - 2 1/2" text
3. Name of School Board Members with District numbers* - 3" text
4. - Superintendent 3" text
5. Volkert, Inc. - Program Manager - 2 1/2" text
6. Design Consultant Name - 2 1/2" text
7. General Contractor Name - 2" text
8. Students today; Leaders tomorrow. - 1" text

* The name of the school board member in whose district the project is located should appear first.

Notes:

1. Sign to be installed on site within two weeks of receipt of the Notice to Proceed.
2. Sign to be constructed of 3/4" severe weather pressure treated plywood.
3. Paint with 2 coats best grade exterior paint before letters are painted on.
4. Sign to be placed in a prominent location designated by the Program Manager.
5. Sign to be maintained in good condition until completion of the project.

COUNTY SCHOOLS BOARD OF EDUCATION

SUPERINTENDENT

District I

District II

District III

District IV

District V

District VI

District VII



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

OVER

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature	Date

Notary's Signature	Date	Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O. Box 327710 • Montgomery, AL 36132-7710

ST: EXC-01
11/23

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)

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

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

CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()
EMAIL ADDRESS	

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

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

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

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

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC ☐ Government Entity

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

OWNERSHIP INFORMATION:

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

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

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

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

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

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

☐ Government Entity ☐ General Contractor ☐ Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01

Sales and Use Tax Certificate of Exemption for Government Entity Project

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

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

Exempt Entity:

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

General Contractor:

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

Subcontractor:

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

General contractors and subcontractors:

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

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

Fax: (334) 353-7867

Email: STContractorsExempt@revenue.alabama.gov

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

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Kay Ivey
Governor

Bill Poole
Director of Finance

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

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



Mickey Allen
Assistant Finance Director
Real Property Management

Frank Barnes, Director
Construction Management

E-Verify Memorandum of Understanding

Instructions for inclusion in project manuals.

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

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

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

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Supplemental E-Verify Memorandum of Understanding

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

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

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

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ALABAMA DEPARTMENT OF FINANCE REAL PROPERTY MANAGEMENT Division of Construction Management

www.dcm.alabama.gov, 334-242-4082, inspections@rpm.alabama.gov

Revised October 2025

Department Use Only

Invoice # _____

PERMIT FEE CALCULATION WORKSHEET

DCM # _____ Date _____

Project Name; Owner/Architect/Engineer Project # & Phase/Package # _____

Owner Entity Name _____

Architect/Engineer Firm Name _____

Contractor Company Name _____

Awarded Contract Sum: _____

Email address(es) for Payment Receipt: _____

BASIC PERMIT FEE CALCULATION:

Awarded Contract Sum up to \$100,000 \$200.00 fee

Awarded Contract Sum is \$100,001 - \$250,000 \$400.00 fee

Awarded Contract Sum is \$250,001 - \$1,000,000

Contract Sum less \$250,000= _____ /1,000 x \$0.80 + \$200.00= _____ x 2 = _____

Awarded Contract Sum is \$1,000,001 - \$10,000,000

Contract Sum less \$1,000,000= _____ /1,000 x \$0.60 + \$800.00= _____ x 2 = _____

Awarded Contract Sum is \$10,000,001 - \$50,000,000

Contract Sum less \$10,000,000= _____ /1,000 x \$0.40 + \$6,200.00= _____ x 2 = _____

Awarded Contract Sum is \$50,000,001 and up

Contract Sum less \$50,000,000= _____ /1,000 x \$0.20 + \$22,200.00= _____ x 2 = _____

TOTAL DUE: _____

Permit fees are not owed for fully locally funded K-12 and 4-year public University projects for capital improvement or alterations with estimated cost of \$750,000.00 or Less. Determination of whether a project is subject to the Locally-Funded \$750,000.00 or Less exception for inspections is based on the total of bids received for all phases and bid packages for the project. Inspections are still required for such projects.

Basic Permit Fee: Covers all required pre-construction conferences, construction inspections and certificate of substantial completion issuance by the DCM Inspector. This fee is due when a construction contract or self-performance letter is received by DCM and must be paid before the required Pre-Construction Conference is scheduled with the DCM Inspector.

Permit Re-Inspection Fee: A fee of \$1,500.00 per occurrence may be charged if (A) the contractor has not completed the work required for the particular inspection as detailed in DCM Form B-8: Pre-Construction Conference Checklist, or (B) the inspection is canceled or rescheduled without the required minimum 48 hours notice to all parties.

Make check payable to: "Finance - Construction Management", include the DCM Project # on the check and attach the fee worksheet. Mail payment to: Finance - Construction Management, P.O. Box 301150, Montgomery, AL 36130-1150.

State agency inter-fund transfer and payments using Public School and College Authority (PSCA) funds: contact Jennie Jones at 334-242-4808 or jennie.jones@rpm.alabama.gov.

Fees may be paid online at www.dcm.alabama.gov (in which case a completed fee worksheet is not required). The Basic Permit Fee is subject to Final Reconciliation of Fees at the end of construction.

The Basic Permit Fee is subject to Final Reconciliation of Fees at the end of construction.

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PRE-CONSTRUCTION CONFERENCE CHECKLIST

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

**Shall be discussed while owner is present*

	*1. Name and relationship to job of local Owner personnel
	2. Public officials involved
	3. Names of architect/engineer personnel involved
	4. Provide e-mail addresses on Pre-Construction Sign-in sheet
	5. Construction sets of plans available to contractor
	6. Verify alternates accepted, etc.
	7. Approved list of sub-contractors
	*8. Point of contact for project. Project Manager _____ Job Superintendent _____
	9. Approved cost breakdown (DCM Form C-10SOV) & Progress Schedule (DCM Form C-11)
	*10. Method of approving monthly payment requests • All State Agency, PSCA-funded University, and PSCA-funded K-12 projects: payment applications must be submitted via DocuSign PowerForm links available from DCM's Engage Portal. • Fully locally-funded University and fully locally-funded K-12 projects: submit payment applications per Owner requirements.
	*11. Time Extensions
	*12. Overall phasing of job
	13. Project limits
	14. Shop drawings, time to process
	*15. Sales tax savings (Alabama Department of Revenue)
	*16. Project sign and other job signs
	17. ADEM permit, if more than one acre of land is disturbed. • Coordinate offsite storm water drainage with the authority having jurisdiction when applicable.
	18. DCM Inspection Minimum Requirements.
	19. Advance notice for required DCM inspections The contractor will notify the architect by email of the date the project will be ready for an inspection by the Division of Construction Management. Inspections must be requested via DCM's Engage Portal 14 days in advance. When the DCM Inspector confirms the inspection date and time, the architect will send an email confirming the inspection date and time to all parties as well as a copy to inspections@rpm.alabama.gov . An Outlook calendar invite is also suggested for all inspections. Cancellations of any scheduled inspection must be received in writing no later than 48 hours prior to the scheduled inspection. If the inspection is canceled, it will be rescheduled subject to the DCM Inspector's availability. Cancellations received less than 48 hours in advance shall incur a \$1,500.00 re-inspection fee. If the project is not ready for the scheduled inspection, the General Contractor shall incur a \$1,500.00 re-inspection fee.

	20. <u>Pre-Construction Conference</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Major Subs - Fully-executed construction contract and Notice to Proceed - Verification of permit fee payment (Exception: fully locally-funded K-12 & public four-year University capital improvement, HVAC, or roof projects with an estimated cost of \$750,000.00 or Less, are exempt from DCM Fees.) - Fire alarm contractor and fire sprinkler contractor certification (from State Fire Marshal) - ADEM permit, if more than one acre of land is disturbed. - The General Contractor to perform and furnish all work, labor, services, supervision, materials, equipment, tools, scaffolds, appliances, insurance, taxes, and other things necessary to complete the work in strict accordance with all plans, specifications, and GENERAL CONDITIONS. The Contractor shall be liable for any omissions in contractors bid proposal or any other interpretations made by contractor. All items of Work related to each are to be provided so that no gaps, omissions, or conflicts arise that prevents a complete and functioning result. - Contractor's duty to coordinate work of separate contractors.
	21. <u>Pre-Construction Conference for Storm Shelter</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Structural Engineer, Major Subs, Special Inspections Representative - The completed & signed DCM Form B-15: Owner's Statement of Responsibility for Tornado Storm Shelter (Hurricane Shelter Where Applicable) must be submitted to the DCM Inspector at Pre-Construction Conference. Must be kept with Owner's storm shelter records. - The completed & signed DCM Form C-17: Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter (Hurricane Shelter Where Applicable) along with required Quality Assurance Plan (QAP) must be submitted to DCM Inspector at Pre-Construction Conference. - The completed and signed DCM Form B-14: Certification of Structural Observations from the Structural Engineer of Record must be attached to the Certificate of Substantial Completion form via DocuSign link available from DCM's Engage Portal. - Storm Shelter Impact-protective systems Listing and labeling: Impact-protective systems shall be listed and labeled. Marking: The following function and performance characteristics shall be provided on the label for each impact protective system tested: - Manufacturer's identification reference or listing number for the assembly. - Type of impact-protective system, such as window assembly, door assembly shutter assembly or louver. - Hazard: hurricane, tornado, or both. - Missile weight and speed. - Design wind pressure. - Edition of ICC 500.
	22. <u>Pre-Roofing Conference</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Roofing Sub, Roofing Manufacturer's Representative - This conference shall be conducted by the design professional as described in Chapter 5, Section C.4 of the DCM Manual of Procedures. - Roofing submittals must be approved by the architect prior to pre-roofing conference. - Roofing manufacturer must provide documentation that roof design and roofing materials meet code requirements for wind uplift and impact resistance. - Copy of sample roof warranty – Note: Standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such guarantees. - Contractor shall video existing building interior and exterior prior to roofing operations and provide copy to owner. - General Contractor's Roofing Guarantee and Manufacturer's Roofing Warranties must be presented to DCM Inspector at Final Inspection and submitted with Certificate of Substantial Completion for all projects via DocuSign PowerForm links available from DCM's Engage Portal.

	23. <u>Above Ceiling Inspections</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, MEP Engineers, Major Subs • All work must be completed except for installation of ceiling tiles, and/or hard ceilings. • Space must be conditioned. • Permanent power must be connected unless otherwise arranged with the DCM Inspector. • Grease duct must be inspected and approved by the DCM Inspector prior to fire wrapping and above-ceiling inspection.
	24. <u>Life Safety Inspections and Final Inspection</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Engineers, Major Subs, Local Fire Marshal • Fire alarm certification • Kitchen hood fire suppression system certification • General contractor's 5-year roofing guarantee (DCM Form C-9) • Roofing manufacturer's warranty • Above ground and below ground sprinkler certifications • Completed certificate of structural engineer's observations (for storm shelter) • Emergency and exit lighting tests. • Fire alarm must be monitored. • Elevator inspection completed and certificate of operation provided by the State of Alabama Department of Labor • Boiler/vessels inspection completed, and certificate of operation provided by the State of Alabama Department of Labor • Pressure test/Flush test for underground sprinkler lines (witnessed by local fire marshal, fire chief and/or DCM Inspector) • Flush/pressure test for new and/or existing fire hydrants • Must have clear egress/access and emergency (for first responders) access to building • Must have ADA access completed. • Comply with ADA requirements: plumbing fixture heights, toilet partition widths, turnaround, signage, parking lot striping and signage, etc. • Emergency Responder Radio Coverage
	25. <u>Year-End Inspection</u>: Required Attendees: DCM Inspector, Contractor, Owner, Architect, Engineers and/or Major Subs may be required. • Owner's list of documented warranty items • Reconciliation of user fees with DCM shall be completed prior to inspection
	26. Other inspections required before work is covered
	27. Third-party inspections/special inspections. Structural components, Roofing, Geotechnical, Commissioning, lab tests, etc.
	28. Procedure if bad soil or rock is encountered: Geotech and special inspections
	29. Inspection report distribution – weekly per Owner-Architect Agreement. All site inspections and observations are to be recorded and transmitted to the DCM Inspector via DCM's Engage Portal. The design professional must also concisely report any deficiencies encountered, problems or questions raised by the contractor, instructions or answers given to the contractor, and administrative or construction delays observed. The design professional must endeavor to write his or her reports utilizing descriptions of components and areas that are consistent with descriptions contained in the plans and specifications so that the "third-party reader" can understand what is being discussed and where it is located in the project. Photographs may be included for clarity. Keep photos to a minimum. Each report shall also be distributed by the design professional to the Owner and contractor promptly after conducting an inspection so that all parties are kept current regarding events on the project.
	30. Ready mix plant, file delivery tickets, slump tests, cylinders. Quality of concrete work; concrete testing
	31. Light gauge metal roof framing and/or wood truss framing to be inspected by the structural engineer.

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

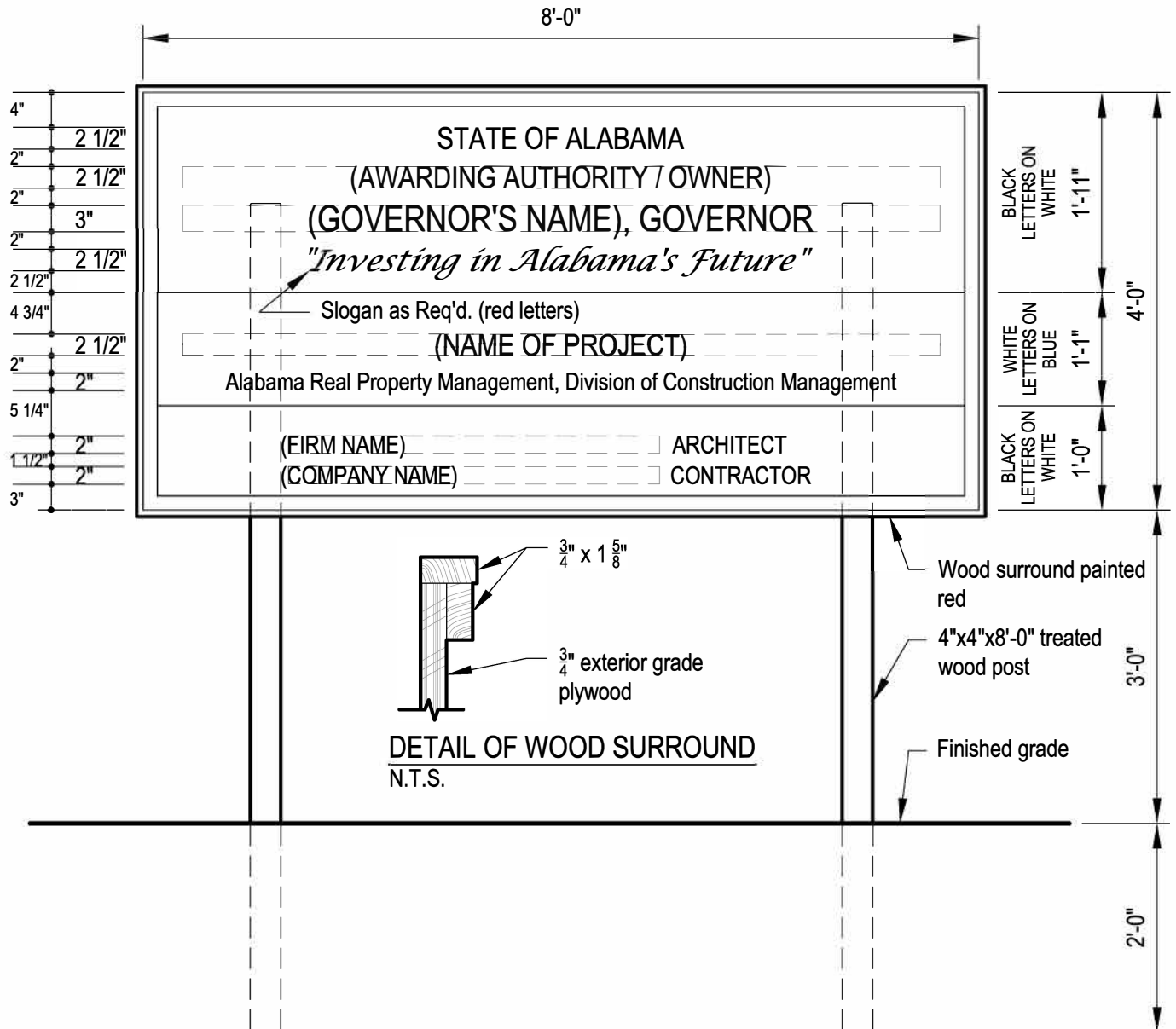
60. Advertisement of Completion - start ad after substantial completion

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

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DETAIL OF PROJECT SIGN

N.T.S.



Notes:

1. Fully locally-funded State Agency and Public University projects: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is \$100,000.00 or more, Contractor shall furnish and erect a project sign.
Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner, if project sign is requested by Owner, include DCM Form C-15 in the project manual.
Partially or fully PSCA-funded projects: DCM Form C-15 must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects. Exception: Alabama Community College System (ACCS) PSCA-funded projects with Notice-To-Proceeds issued after July 31, 2021 are not submitted to DCM.
Fully locally-funded ACCS projects with Notice-To-Proceeds issued prior to August 1, 2021: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is \$100,000.00 or more, Contractor shall furnish and erect a project sign.
2. Sign to be constructed of 3/4" exterior grade plywood.
3. Paint with two coats best grade exterior paint before letters are painted. Option: In lieu of painted lettering on plywood, a corrugated plastic sign (displaying the same lettering, layout and colors as above) may be secured directly to the unpainted exterior grade plywood.
4. Sign shall be placed in a prominent location and easily readable from existing street or roadway.
5. Sign shall be maintained in good condition until project completion.
6. Slogan: Act 2020-167's title "Investing In Alabama's Future" should be placed on the project signs of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

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DCM (BC) No. _____

PSCA Projects: PSCA No. _____

Application No. _____

Date: _____

APPLICATION and CERTIFICATE for PAYMENT

Attach DCM Form C-10SOV: Schedule of Values

TO OWNER: Entity Name: Address:	PROJECT:
FROM CONTRACTOR: Company Name & Address, which must exactly match co. name & payment address spelling as registered in State of AL Accounting & Resource System (STAARS) or AL Buys to avoid rejection: STAARS or AL Buys Vendor #:	ARCHITECT / ENGINEER: Firm Name: Address:

A. Total Original Contract	\$ _____
B. Fully Executed (fully signed) Change Order(s) Numbers ____ through ____	+\$ _____
C. Total Contract To Date	\$ _____
1. Work Completed to Date per attached Schedule of Values <i>(Form C-10SOV's Column F Total)</i>	\$ _____
2. Materials Presently Stored <i>(When this amount is greater than \$0.00, attach Form C-10SM: Inventory of Stored Materials, or similar list)</i>	+\$ _____
3. Total Work Completed to Date & Materials Presently Stored <i>(_____% of Contract To Date)</i>	\$ _____
4. Less Retainage <i>(If Total Work Completed to Date & Materials Presently Stored (#3) is less than or equal to 50% of Total Contract to Date (C), Retainage = #3 x 0.05. Once #3 exceeds 50% of C and up until project is complete, Retainage = C x 0.025. \$0 is retained on final payment application, see last bullet point below Instructions.)</i>	-\$ _____
5. Total Due	\$ _____
6. Less Total Previous Payments Billed <i>(Must exactly match #5 Total Due from previous payment application. # 6 is \$0.00 if there is no previous payment application)</i>	-\$ _____
7. Balance Due This Estimate	\$ _____

Final pay app?
☐ Yes.

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

INSTRUCTIONS • PSCA-funded projects, and State Agency-owned projects: Two copies of pay. app., each with original signatures and all attachments required. • Date of first payment application cannot precede the Notice to Proceed's Begin Date. • Pay. app. must exactly match an attached DCM Form C-10SOV: Schedule of Values. • A change order must be fully executed before inclusion on a payment application. • Contractor's signature date cannot precede the payment application date. • Contractor and Notary signee dates must match. • Progress schedules must be included with non-final payment applications. • One payment application per month may be submitted. • On a final payment application, the following is required for release of retainage: all change orders must be fully executed (signed by all parties and approval authorities) and included in B., the Certificate of Substantial Completion for entire work is fully executed, and all other close-out requirements per General Conditions Article 34 are completed.	APPROVAL _____ Owner Entity By _____ Signature Name & Title _____ Date _____

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INVENTORY OF STORED MATERIALS

DCM Form C-10SM
Revised October 2021

Project:		DCM (BC) No.:		
		PSCA No, if any:		
Contractor Company:		For Estimate No.:		
		For Period Ending:		
A Description	B Materials Stored Last Period	C Materials Purchased This Period (period noted above)	D Materials Used This Period (period noted above)	E Materials Presently Stored (B + C - D)
TOTALS:				

Instructions :

- This Form C-10SM must be submitted as part of the payment application documentation when a Materials Presently Stored amount of anything greater than \$0 is noted on line 2 of DCM Form C-10; Application and Certificate for Payment.
- Receipts must be provided as attachments to this form C-10SM for all amounts placed in Column C; Materials Purchased This Period.
- The total \$ amount of this Form C-10SM's column E; Materials Presently Stored must match both Form C-10's line 2; Materials Presently Stored, and Form C-10SOV; Schedule of Values' total \$ amount of Column G; Materials Presently Stored.
- The \$ amounts in this current Form C-10SM's Column D; Materials Used This Period are amounts that must all be included in the current payment application's Form C-10SOV's Column E; Work Completed This Period.
- The \$ amounts in this current Form C-10SM's Column E; Materials Presently Stored are the amounts that must be listed in the next payment application's Form C-10SM's Column B; Materials Stored Last Period.

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SAMPLE PROGRESS SCHEDULE & REPORT

DCM (BC) No.:

PSCA projects: PSCA No.:

PROJECT:

CONTRACTOR (Contractor may use own form in lieu of

Form C-11):

ARCHITECT/ENGINEER:

DATE OF REPORT:

PROCEED DATE:

PROJECTED COMPLETION DATE:

DCM Form C-11
August 2021

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

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

DCM Form B-12 Revised
November 2025

ELECTRONIC CHANGE ORDER CHECKLIST

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

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

Verify that the following information is inserted in the spaces provided on the CONTRACT CHANGE ORDER form, or attached to the form where attachments are noted to be acceptable or obviously necessary.

1.	CHANGE ORDER NUMBER: Insert current change order number.
2.	DATE: Insert date.
3.	DCM PROJECT NUMBER: Insert DCM Project Number in the block provided at top of document. On DCM Form 9-J, insert the PSCA Project Number in the field provided.
4.	CONTRACTOR Insert name and address of the Contractor, exactly as they appear on the Construction Contract.
5.	NAME OF PROJECT: Under "Project", insert the complete name of the project as identified on the Construction Contract. If using DCM Form 9-J, insert the PSCA Project Number in the space provided.
6.	CONTRACTOR'S PROPOSALS: Under "TERMS", identify the change order proposals submitted by the contractor that are being addressed by the Contract Change Order. Identify these proposals by inserting their dates.
7.	DESCRIPTION OF THE CHANGE(S) IN WORK: Fully describe the change or changes to the original contract work for which the Construction Contract is being modified. This description should be written so that a reader of the document who is not directly involved in the project can understand what is being changed. If the space provided on the form is inadequate for such a description, use attachments and cite them.
8.	CONTRACT AND CHANGE ORDER AMOUNTS: Insert the applicable dollar amounts to record the original contract sum, change orders, and the currently revised contract sum.
9.	EXTENSION OF TIME: If the Contract Time is being extended by the Contract Change Order, insert appropriate number of calendar days in the space provided. If the Contract Time is not being extended, insert "NONE".
10.	RESPONSIBILITY FOR CHANGE ORDER FUNDING - DCM Form 9-J ONLY: The authority responsible for funding the change order is to be identified in the following sentence in the form,,: "The amount of this Change Order will be the responsibility of _____." Insert whichever is appropriate: (1) "PSCA", (2) name of LEA, or (3) "PSCA" and name of LEA.
11.	SIGNATURES: It is the Activator/Form Filler's responsibility to add the names and email addresses of the Owner, Architect, and Contractor Recipients to the DocuSign PowerForm. Routing for e-signatures in sequential order then occurs automatically.
12.	ATTACHMENTS to each Change Order: - Contractor's change order proposals and/or invoices providing a detailed breakdown of change order costs. General Contractors (GC) must include subcontractors' (sub) quotes as backup. All GC and sub quotes must be broken down by labor (hours and rates), materials including quantities and unit prices (with receipts or quotes attached), equipment whether rented or owned (with receipts or quotes attached), and Overhead & Profit (OH&P). - Total OH&P can be a maximum of 25% divided between GC and subs; GC can have a maximum of 15% OH&P (in which case a sub could have up to 10% OH&P). See General Conditions- Article #19. - Sales tax cannot be included in change orders. - Deductive change orders also require backup including breakdown of labor and material, and must also deduct OH&P if included in original bid. Include specification section regarding allowances. POWER OF ATTORNEY for the individual signing the Contract Change Order for the surety. DCM Form B-11, CHANGE ORDER JUSTIFICATION: completed and signed by the design professional and owner.

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

DCM Form C-12 (fully locally-funded K-12 school project)
revised October 2024
A Change Order is not valid without an accompanying completed Change Order Justification (DCM Form B-11).

CONTRACT CHANGE ORDER

Change Order No. _____ **Date** _____ **DCM (BC) No.** _____

TO: (Contractor) Co. Name: Address:	PROJECT:

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated _____

FURNISH the necessary labor, materials, and equipment to (*Description of work to be done or changes to be made. If the description is continued in an attachment, identify the attachment below; only use an attachment if fields below become full.*):

Description continued from Page 1:

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

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

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

Architectural/Engineering Firm
Recommended By _____
Name & Title _____

APPROVAL
ALABAMA STATE DEPARTMENT OF EDUCATION
(SDE)
(Required for locally-funded, SDE projects.)
By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES

Contractor Company
By _____
Name & Title _____

Awarding Authority/Owner Entity
By _____
Name & Title _____
CONSENT OF SURETY (for additive \$ change orders only)

Surety Company
By _____
(Attach current Power of Attorney)
Name & Title _____

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

TO: **Alabama Department of Finance**
Real Property Management
Division of Construction Management
 770 Washington Avenue, Suite 444
 Montgomery, Alabama 36104
 (334) 242-4082 FAX (334) 242-4182

CHANGE ORDER JUSTIFICATION

Change Order No. _____

Date: _____

DCM (BC) No. _____

Purpose and instructions on next page.

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

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

CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

PURPOSE

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

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

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

INSTRUCTIONS

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

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

CHANGE PROPOSAL RECAP SHEET

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

Date : _____

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

Brief Description of Proposed Change : _____

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

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

SUBCONTRACTOR Direct Cost Summary (Attach Supplemental Sheets as necessary)

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

UNIT PRICE Cost Summary (Attach Supplemental Sheets as necessary)

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

Mark-up Calculations

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

TOTAL COST CHANGE \$ - Add ☐
 Deduct ☐

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

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

** "Overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

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

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CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON NEXT PAGE

DCM (BC) No. _____

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

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

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

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

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

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

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

NOTICE

THE EXECUTED “GENERAL CONTRACTOR’S ROOFING GUARANTEE” (DCM Form C-9) AND ANY OTHER ROOFING WARRANTY REQUIRED BY THE CONTRACT MUST ACCOMPANY THIS CERTIFICATE TO OBTAIN DCM APPROVAL.

Also, any standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such guarantees.

FINAL PAYMENT CHECKLIST (FPC)

To be completed by the Architect/Engineer and submitted to DCM for review *via the correct DocuSign link from the Engage Portal*; applicable only to state agencies, partially or fully PSCA-funded and other bond-funded projects. The FPC shall include all attachments including the Contractor's Application for Final Payment. If all PSCA funds are expended prior to Final Payment, it is not a requirement to submit the Application & Certificate for Final Payment along with the supporting documentation to DCM.

(For further guidance refer to Article 34/Final Payment of DCM Form C-8: General Conditions of the Contract.)

PROJECT:		DCM No. _____ PSCA No. _____ (If applicable)
YES	N/A	Select "YES" or "N/A" as applicable.
☐	☐	Application and Certificate for Final Payment, DCM Form C-10: Attach one copy to FPC. The application must include original signatures of all parties and include all application attachments.
☐	☐	Certificate of Substantial Completion, DCM Form C-13: Attach one fully-executed copy to FPC.
☐	☐	Affidavit of Advertisement for Completion: Attach one copy of the affidavit of publication, including the image of the advertisement which may be based on DCM Form C-14 , to the FPC. An affidavit is a legal document issued by the publisher, which must be requested from the publisher.
☐	☐	Contractor's Affidavit of Payment of Debts & Claims, DCM Form C-18: Attach one copy to FPC.
☐	☐	Contractor's Affidavit of Release of Liens, if required by Owner, DCM Form C-19: Attach one copy to the FPC.
☐	☐	Consent of Surety to Final Payment, if any, To Contractor, DCM Form C-20: Consent is required for projects with P&P Bonds. Original has been delivered to Owner. Attach one copy to FPC.
☐	☐	General Contractor's Roofing Guarantee, DCM Form C-9, and Other Specified Roofing Guarantees, if any: Attached to Certificate of Substantial Completion.
☐	☐	Contractor's One-Year Warranty: Original has been delivered to the Owner. Attach one copy to the FPC.
☐	☐	Other Warranties: All other specified original warranties has been delivered to the Owner. Attach one copy to the FPC.
☐	☐	Record Documents: Specified "As-built" plans and specifications have been delivered to the Owner.
☐	☐	O & M Manuals: Specified instructions and O&M Manuals have been delivered to the Owner.
☐	☐	Time Extension: Over-run of Contract Time has been reconciled by: ☐ Change Order ☐ Liquidated Damages ☐ Attached explanation
☐	☐	Additional Documents or Explanations which are attached:
Submitted By: _____ Architectural / Engineering Firm _____ Signature _____ Printed Name and Title _____ Date		

Final Reconciliation of Fees: Between the final change order execution and the year-end inspection, report the final project cost to **the Engage Portal at <https://engagealabama-rpm.facilityforce.cloud>** (back-up is not needed unless requested by DCM). DCM will then email a Final Reconciliation of Fees Statement to the Owner. If the Final Statement shows a net payment is owed to DCM, that amount must be paid prior to scheduling the year-end inspection. If the Final Statement shows a net refund is owed then a check will be mailed to the Owner.

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DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Payment of Debts and Claims

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Indicate attachment: ☐ Yes ☐ No

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

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

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DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

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DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

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

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

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

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

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

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

Seal:

Company Name

By _____
Signature of Authorized Representative

Printed Name and Title

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

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SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

that _____,
(Contractor Company Name)

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

at _____

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

(Architect / Engineer)

(Contractor)

(Business Address)

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

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ROBERT BENTLEY
GOVERNOR

STATE OF ALABAMA DEPARTMENT OF INSURANCE

State Fire Marshal's Office
201 Monroe Street, Suite 1790
Post Office Box 303352
Montgomery, Alabama 36130-3352
Telephone: (334) 241-4166
Facsimile: (334) 241-4158
Internet: www.firemarshal.alabama.gov

JIM L. RIDLING
COMMISSIONER

EDWARD S. PAULK
STATE FIRE MARSHAL

MAILING ADDRESS:

P.O. BOX 303352
MONTGOMERY, AL 36130-3352

OVERNIGHT ADDRESS:

201 MONROE STREET, SUITE 1790
MONTGOMERY, AL 36104
PLEASE USE FEDEX, UPS OR DHL

APPLICATION FOR STATE FIRE MARSHAL'S CERTIFIED FIRE ALARM CONTRACTOR PERMIT

PLEASE PRINT OR TYPE

In compliance with Sections 34-33A-1 to 34-33A-13, Code of Alabama, 1975, I hereby apply for a State Fire Marshal's Permit to engage in the installation, repair, alteration, maintenance, or inspection of fire alarm systems in Alabama.

CERTIFICATE HOLDER'S NAME: _____

CERTIFICATE HOLDERS SSN: _____ **DOB:** _____

NAME OF BUSINESS: _____

BUSINESS OWNER NAME: _____

BUSINESS OWNER SSN: _____ **DOB:** _____ **ARE YOU A U.S. CITIZEN?** ☐ YES ☐ NO

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

BUSINESS TELEPHONE: _____ **PERMIT TYPE:** INITIAL ☐ RENEWAL ☐
Current Permit # _____

This is to certify that _____ (certificate holder) is presently employed by _____ (business) in the capacity of _____ (title) and is authorized to act for the business in all matters pertaining to the installation, repair, alteration, addition, maintenance, or inspection of fire alarm systems in the state of Alabama.

If for any reason the certificate holder terminates employment with the above business, we the undersigned, do understand that the State Fire Marshal's Office is to be notified within thirty (30) days, and that the business will have nine (9) months or until expiration of the current permit, whichever comes first, to submit an application on a new certificate holder and be issued a new permit.

I the undersigned do certify that the information provided above is true and correct. I the undersigned do understand that submission of false information is grounds for license revocation and may subject me to criminal penalties.

Owner/President Signature

Date

Certificate Holder Signature

Date

INITIAL/RENEWAL FEE \$100.00

INCLUDE FEE WHEN SUBMITTING APPLICATION. (CHECK OR MONEY ORDER MADE PAYABLE TO THE STATE FIRE MARSHAL'S FUND.)

INCLUDE COPY OF NICET CERTIFICATION CARD (CURRENT) FOR FIRE ALARM SYSTEM TECHNICIAN - LEVEL III.

CERTIFIED FIRE ALARM CONTRACTOR ATTACHMENT

1. Home address of the NICET Certificate holder:

Street Address

City

State

Zip Code

Phone Number (this is the number you can be reached at)

2. Are you a United States Citizen? ____YES ____NO
3. I understand as the NICET Certificate holder for this company that I am licensed only by this company and no other company within the Fire Alarm Industry.
4. I understand as the NICET Certificate holder for this company that I am responsible for the layout, installation, maintenance, repair or alterations performed by this company.

Signature of NICET Certificate holder

Date

CERTIFICATE OF ASBESTOS FREE BUILDING MATERIALS

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

McKee Project Name: _____

McKee Project Number: _____

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

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

Date _____

Legal Name of General Contractor _____

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

General Contractor Mailing Address _____

By (Legal Signature) _____

Name & Title (print) _____

Telephone Number _____

E-Mail Address _____

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SECTION 01010 - SCOPE OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND GENERAL INFORMATION

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Type of the Contract.
 - 2. Work Under This Contract.
 - 3. Completion Times.
 - 4. **Division of Construction Management User Fees.**
 - 5. Project Work Identification.
 - 6. Owner-furnished products.
 - 7. Supervision.
 - 8. Contractor Use of premises.
 - 9. Definitions.
 - 10. Work Under Other Contracts.
 - 11. Building and Site Construction.
 - 12. General Issues.
 - 13. Temporary Electrical Power and Jobsite Utilities.
 - 14. Site Security and Insurance Requirements.
 - 15. Protection of Work in Place.
 - 16. Work restrictions.
 - 17. Owner's occupancy requirements.
 - 18. Specification formats and conventions.
 - 19. **Site Visit Re-Inspection Fees**
- B. Related Sections include the following:
 - 1. Division 1 Section 01500 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 TYPE OF CONTRACT

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

1.4 WORK UNDER THIS CONTRACT

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

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

1.5 COMPLETION TIMES

- A. All work shall be completed no later than **90 days** from the **Notice to Proceed** issued by owner.

1.6 DIVISION OF CONSTRUCTION MANAGEMENT USER FEES & OTHER FEES

- A. The Contractor **MUST Include** all costs for permits and fees per the General Conditions of the Contract DCM Form C-8; Article 44 "Permits, Laws and Regulations", Paragraph A Permits, Fees and Notices Sub Paragraphs (1) and (2).
- B. The Contractor shall be responsible for all "Re-Inspection Fees." Site Visit Re-Inspection Fees: It is the contractor's responsibility to have the project ready for site visits (inspections) when they are scheduled. If the project is not ready for the scheduled inspection and it is determined, and failed inspection requiring additional visits, by the Architect, AHJ, (Authorities Having Jurisdiction), any governmental agency or any other entity requires a re-inspection with the Architect, AHJ, or Engineer present, the contractor shall pay the Architect, Engineers or AHJ each, a re-inspection fee of \$1,500.00, or other amounts (less or greater) set forth by other portions of the Contract Documents. Payments shall be made directly to the Architect, Engineer, or AHJ respectfully, five (5) days prior to the scheduled re-inspection unless other arrangements are made and agreed upon by each party in writing.

1.7 PROJECT / WORK IDENTIFICATION

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

1.8 OWNER FURNISHED PRODUCTS

- A. None

1.9 SUPERVISION

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

1.10 CONTRACTOR USE OF PREMISES

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

PART 2 - SCOPE OF THE WORK

2.1 DEFINITIONS

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

2.2 WORK UNDER OTHER CONTRACTS

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

2.3 BUILDING AND SITE CONSTRUCTION

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

2.4 GENERAL ISSUES

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

2.5 TEMPORARY ELECTRICAL POWER AND JOBSITE UTILITIES

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

2.6 SITE SECURITY / INSURANCE REQUIREMENTS

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

2.7 PROTECTION OF WORK IN PLACE

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

2.8 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than two days in advance of the proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's and Owner's written permission.
- B. Nonsmoking Building: Smoking and smokeless tobacco will not be permitted within the new construction after floor slabs are poured.

2.9 OWNER'S OCCUPANCY REQUIREMENTS

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

2.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

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

PART 3 - NOT APPLICABLE

END OF SECTION

SECTION 01011 - CONTINGENCY ALLOWANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND GENERAL INFORMATION

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

PART 2 - CONTINGENCY ALLOWANCES

2.1 BASE BID PROPOSAL

- A. The General Contractor shall include the following sums:
 - 1. **Ten Thousand Dollars (\$10,000)** as a contingency to cover unforeseen conditions or minor changes that are necessary to correct or supplement the work as detailed in the Contract Documents.

PART 3 - AUTHORIZATION OF CONTINGENCY ALLOWANCES

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

3.4 CONTINGENCY ALLOWANCE AUTHORIZATION FORM

Form to be filled in its entirety.

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

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

TOTAL AMOUNT OF THIS AUTHORIZATION \$

ORIGINAL AMOUNT OF THE CONTINGENCY ALLOWANCE \$

NET TOTAL OF PREVIOUS AUTHORIZATIONS \$

PREVIOUS REMAINING CONTINGENCY ALLOWANCE \$

TOTAL AMOUNT OF THIS AUTHORIZATION \$

CONTINGENCY ALLOWANCE REMAINING
AFTER THIS CONTINGENCY \$

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

END OF SECTION

Elevator for
Thompson High School for
Alabaster City Schools
Alabaster, Alabama

CONTINGENCY ALLOWANCE
01011-2

LATHAN MCKEE PROJECT NO. 25-305A

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

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

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

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 – NOT APPLICABLE

PART 3 – NOT APPLICABLE

END OF SECTION

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

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

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

1.5 APPLICATIONS FOR PAYMENT

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

- E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
- F. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- G. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Certificate of Substantial Completion (Standard ABC Form C-13, August 2001)
 5. Form of Advertisement for Completion (Standard ABC Form C-14, August 2001)
 6. Evidence that claims have been settled.
 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 8. Final, liquidated damages settlement statement.

PART 2 – NOT APPLICABLE

PART 3 – NOT APPLICABLE

END OF SECTION

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SECTION 01315 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to the CONTRACT, GENERAL CONDITIONS, SPECIAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS, which are hereby made a part of this Section.

1.2 SUMMARY

- A. Project Management Communications: The Contractor whose project shall use the Internet web based project management communications tool, TeamBuilder® ASP software and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
1. Project management communications is available through TeamBuilder® as provided by **"e-Builder"** in the form and manner required by the **Owner**
 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
- B. Training: TeamBuilder® will provide a group training sessions scheduled by the Construction Manager, the cost of which is included in the initial user's fee. Users are required to attend the scheduled training sessions they are assigned to; requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain additional or group training from TeamBuilder at their own expense, please contact TeamBuilder® for availability and cost.
- C. Support: TeamBuilder® will provide on-going support through on-line help files.
- D. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from e-Builder®.
- E. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- F. Purpose: The intent of using TeamBuilder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
- G. Requirements and Cost: The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the General Contractor shall use the Internet based project communications system and database hereafter referred to as TeamBuilder® during construction of this project until twelve (12) months after the date of Substantial Completion or later as determined by the Owner.
1. The Owner has provided the TeamBuilder® service. The General Contractor and his subcontractors shall obtain user licenses according to the following schedule:

- a. Contract value under \$ 1,000,000, no user required.
 - b. Contract value \$1,000,000 through \$5,000,000 provide one (1) user.
 - c. Contract value \$5,000,001 through \$10,000,000 provide two (2) users.
 - d. Contract values over \$10,000,000 provide three (3) users.
 - e. Additional user's licenses may be obtained as needed by a contractor.
2. The General Contractor shall obtain user licenses within 15 days commencing the execution of the Owner Contractor Agreement.
 3. Initial cost is \$650.00 per user for each user license for the first year. Initial user license fees shall be paid to "e-Builder®" via credit card.
 4. User licenses shall be renewed each year at a cost of \$650.00 until twelve (12) months after substantial completion. Payment for renewal of user licenses shall be made directly to "e-Builder®" the provider of TeamBuilder® in a form satisfactory to them.
- H. Authorized Users: Access to the web site will be by individuals who are licensed users.
1. Individuals may use the User Application included in these specifications or may request the User Application.
 2. Submit completed user application forms with credit card information. Mail to: e-Builder, 100 West Cypress Creek Rd., Suite 845, Ft. Lauderdale, FL 33309, Attn: John Antevy.
 3. Authorized users will be contacted directly by the web site provider, TeamBuilder®, who will assign the temporary user password.
 4. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- I. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- J. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using TeamBuilder® to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 2. Document Security:
 - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties' communication except for Administrative Users. **DO NOT POST PRIVATE OR**

COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 5. Notifications and Distribution:
 - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
 6. Required Document Types:
 - a. RFI, Request for Information.
 - b. Submittals, including record numbering by drawing and specification section.
 - c. Transmittals, including record of documents and materials delivered in hard copy.
 - d. Meeting Minutes.
 - e. Application for Payments (Draft or Pencil).
 - f. Review Comments.
 - g. Daily Field Reports.
 - h. Construction Photographs.
 - i. Drawings.
 - j. Supplemental Sketches.
 - k. Schedules.
 - l. Specifications.
- K. Record Keeping: All documents, except for paper documents that require original signatures and large format documents (greater than 8 ½ x 11 inches), shall be submitted by transmission in electronic form to the TeamBuilder web site by licensed users.
- a. The Owner and his representatives, the Program Manager and his representatives, the Architect and his consultants, the General Contractor, and his sub-contractors shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
 - b. The Owner and his representatives, the Program Manager and his representatives, the Architect and his consultants, General Contractor and his sub-contractors reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
 - c. The Owner and his representatives, the Program Manager and his representatives, the Architect and his consultants, the General Contractor and his sub-contractors reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
 - d. The following are some but not all of the paper documents which require original signature:
 - 1) Contract
 - 2) Change Orders
 - 3) Application & Certificates for Payment
 - 4) Request for Proposals

Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Program Manager and his representatives, the Architect and his consultants, the General Contractor and his sub-contractors required to have a user license(s) shall be responsible for the following:

2. Providing suitable computer systems for each licensed user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
3. Each of the above referenced computer systems shall have the following minimum system² and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) PC system 500 MHz Intel Pentium III or equivalent AMD processor
 - 2) Or, Macintosh 660 AV (Power PC)
 - 3) 128 MB Ram
 - 4) Display capable of SVGA (1024 x 768 pixels) 256 colors display
 - 5) 101 key Keyboard
 - 6) Mouse or other pointing device
 - b. Operating system and software shall be properly licensed.
 - 1) Internet Explorer or other browser (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
 - 2) Adobe Acrobat Reader (current version is a free distribution for download).
 - 3) Or, users intending to scan and upload to the documents area of TeamBuilder® should have Adobe Acrobat (current version must be purchased).
 - 4) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.
 - 5) Users may download the latest free distribution of Volo View Express, by Autodesk, if they do not have other CAD software able to view Autocad 2000 drawing files.

PART 2 - PRODUCTS (Not Applicable.)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 01315

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Daily Construction Reports: Submit two copies at weekly intervals.
- D. Material Location Reports: Submit two copies at monthly intervals.
- E. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- F. Special Reports: Submit two copies at time of unusual event.
- G. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures

related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

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

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

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

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section 01330 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 14 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions, if any, and show how the sequence of the Work is affected.
- E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Division 1 Section 01290 "Payment Procedures" for cost reporting and payment procedures.
 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be broken down within principal contracts in amounts typically not greater than \$30,000, but in no case greater than 5 percent of the Contract Sum.
 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
 4. Total cost assigned to activities shall equal the total Contract Sum.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the time effect, if any, of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost-and resource-loaded, time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, timescaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.

6. Changes in total float or slack time.
7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site by trade.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Unusual events (refer to special reports).
 9. Stoppages, delays, shortages, and losses.
 10. Meter readings and similar recordings.
 11. Emergency procedures.
 12. Orders and requests of authorities having jurisdiction.
 13. Change Orders received and implemented.
 14. Construction Change Directives and Architect Supplemental Interpretations (Instructions) received and implemented.
 15. Services connected and disconnected.
 16. Equipment or system tests and startups.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request For Interpretation (RFI). Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor must employ skilled personnel with experience in scheduling and reporting techniques or must employ a scheduling consultant. Submit qualifications and examples of previous scheduling for evaluation (and approval) by the Architect.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule three (3) work days before each regularly scheduled progress meeting or Contractor may update schedule at the monthly progress meeting.
 - 1. The revised schedule should be updated immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting, no later than three days after the progress meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

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

PART 2 - EXECUTION

2.1 CONSTRUCTION PHOTOGRAPHS

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

2.2 CONSTRUCTION DIGITAL VIDEO

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

PART 3 – NOT APPLICABLE

END OF SECTION

Elevator for
Thompson High School for
Alabaster City Schools
Alabaster, Alabama

PHOTOGRAPHIC DOCUMENTATION
01322-3

LATHAN MCKEE PROJECT NO. 25-305A

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SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The General Contractor shall use website software "**TeamBuilder**" as provided by "E-Builder" to conduct all submittal reviews in electronic format. Paper format submittals will not be accepted. All recordkeeping, date stamping, access controls, shall be paid for by the contractor with access given to the entire Project Team. The software shall be capable of the following:
- B. Procedures:
 - 1. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format using "**TeamBuilder**", a website service designed specifically for transmitting submittals between construction team members.
 - 2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - 3. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
 - 4. Submittal Preparation – the Contractor may use any or all of the following options:
 - a. Subcontractors and Suppliers provide electronic (PDF) submittals to the Contractor via the "**TeamBuilder**" website.
 - b. Subcontractors and Suppliers provide paper submittals to the General Contractor who electronically scans and converts to PDF format.
 - c. Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to PDF format.
 - 5. The Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
 - 6. The Contractor shall transmit each submittal to Architect using the "**TeamBuilder**" website.
 - 7. The Architect / Engineer review comments will be made available on the "**TeamBuilder**" website for downloading. Contractor will receive email notice of completed review.
 - 8. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
 - 9. Submit paper copies of reviewed submittals at project closeout for record purposes in accordance with Section 01770 – Closeout Procedures.
- C. Related Sections include the following:
 - 1. Division 1 Section 01290 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section 01315 "Project Management Communications" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 1 Section 01320 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 1 Section 01322 "Photographic Documentation" for submitting construction photographs and construction videotapes.
 - 5. Division 1 Section 01770 "Closeout Procedures" for submitting warranties.

6. Division 1 Section 01781 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Division 1 Section 01782 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Division 1 Section 01820 "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
9. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

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

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will, under certain circumstances described hereinafter, be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section 01320 "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
 1. Initial Review: Allow **14** business days for initial review of each digital submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Re-submittal Review: Allow **10** business days for review of each re-submittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow **10** business days for initial review of each submittal.
 - a. Structural, mechanical, plumbing, electrical, civil, audio/visual, sound system, and kitchen equipment components are examples of the Work that require sequential review. Architect will advise if there are others.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings. Provide another area of this same size for the Architect to affix his stamp. Stamp includes the following four categories: Reviewed, Furnish

as Noted, Rejected, Revise and Resubmit; the Architect will mark one or more of these categories and return submittal to Contractor.

3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.D.2.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06100.D.2.R1 (R2, R3 etc. if necessary).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- F. Deviations: Encircle or otherwise specifically identify deviations and list the deviations from the Contract Documents on submittals and list the deviations on the transmittal form accompanying submittal.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
 1. Transmittal Form: Use AIA Document G810 or equivalent with at least the following information.
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Reviewed" or "Furnished as Noted".
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Furnished as Noted".

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

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

PART 2 - PRODUCTS

2.1 DIGITAL ACTION SUBMITTALS

- A. General: Prepare and submit Digital Action Submittals required by individual Specification Sections.
- B. All digital submittals and Shop Drawings shall be sent to the email address as referenced in the "Advertisement For Bids".
- C. Product Data: Collect information into a single digital submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each the digital submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.

- k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit digital copy of the Product Data, unless otherwise indicated. Mark up and retain returned digital copy as a Project Record Document.
- D. Digital Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Digital Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 3. Number of Copies:
 - a. Submit each original digital drawing submittal (specifically prepared for the project). Do not include MSDS documentation in any submittal. Architect will retain marked-up copy for his records and will return 1 (one) digital marked-up copy to the Contractor.
 - b. Submit digital copy (bound in sets) of hardware submittals, fixture schedules, manufacturers' data and all other submittals that have been prepared in an 11 inch by 17 inch or smaller format. The Architect will return 1 (one) digital copy set to the Contractor.
 - i. Upon receipt of his digital marked up shop drawings/submittals, the Contractor shall make as many copies for distribution as he deems necessary, however he shall retain one copy to mark-up further to show any and all construction changes that modify the submittal in any form. This document(s) shall be turned over to the Owner at the end of the Project along with the Record Documents.

- E. Color code: On all digital shop drawings submittals, schedules, etc., the Contractor's marks shall be in red, the Architect's in green and the Engineer's (if any involved) in blue. All comments shall be initialed by a responsible party within each organization.
- F. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. **Colors will not be approved until all color submittals are received by the architect.**
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
 - b. All color submittals are due within 45 days of the Notice to Proceed.
 - c. The architect will be allowed 15 days from the date of the receipt of the last color submittal to approve colors.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set and one will be returned. Mark up returned Sample set as a Project Record Sample.
 - i. Construct a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - ii. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- G. Interior Color Selections: Any submittals that are associated with the aesthetics of the interior design shall not be approved until all submittals associated with the interior design are in the Architect's possession.
- H. Submittals Schedule: Comply with requirements specified in Division 1 Section 01320 "Construction Progress Documentation."

- I. Application for Payment: Comply with requirements specified in Division 1 Section 01290 "Payment Procedures."
- J. Schedule of Values: Comply with requirements specified in Division 1 Section 01290 "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit digital copy of each submittal, unless otherwise indicated.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section 01400 "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section, 01310 "Project Management and Coordination."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.

7. Limitations of use.

- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section 01400 "Quality Requirements."
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section 01782 "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

- U. Construction Photographs and Videotapes: Comply with requirements specified in Division 1 Section 01322 " Photographic Documentation."
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDSs and will return the entire submittal for re-submittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit one copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

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

3.2 ARCHITECT'S ACTION

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

- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTALS

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

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

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

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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

1.7 PRODUCT WARRANTIES

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

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

E. Product Selection Procedures:

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

1.8 PRODUCT SUBSTITUTIONS

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

- C. Architect will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution requires no or only very minor revisions (as determined by the Architect), to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - NOT APPLICABLE

PART 3 - NOT APPLICABLE

END OF SECTION

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

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

PART 2 - EXECUTION

2.1 EXAMINATION

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

- 1. Before construction, verify the location and points of connection of utility services.

- B. Existing Utilities: The existence and location of underground and other utilities and construction

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

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

2.2 PREPARATION

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

2.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
 - D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
 - E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

2.4 FIELD ENGINEERING

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

2.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.

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

2.6 OWNER-INSTALLED PRODUCTS

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

2.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste.

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

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

2.8 STARTING AND ADJUSTING

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

2.9 PROTECTION OF INSTALLED CONSTRUCTION

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

2.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

PART 3 – NOT APPLICABLE
END OF SECTION

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBSTANTIAL COMPLETION

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

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

1.4 FINAL COMPLETION

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

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.6 WARRANTIES

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

1.7 MAINTENANCE MANUALS, WARRANTIES, AND GUARANTEES:

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

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

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

END OF SECTION

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SECTION 01781 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

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

8. Locations of concealed internal utilities.
 9. Changes made by Change Order or Construction Change Directive. (Posted on Documents.)
 10. Changes made following Architect's written orders, i.e. ASIs. (Posted on Documents.)
 11. Details not on the original Contract Drawings. (Posted on Documents.)
 12. Field records for variable and concealed conditions.
 13. Record information on the Work that is shown only schematically.
 14. Changes made in response to Contractor's questions, i.e. RFIs. (Posted on Documents.)
- D. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - E. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - F. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable. Where posting is required, post on Drawing Set and in Specifications on sheets or pages adjacent to or on top of where modification applies.
 - H. Attachment method shall be taped at top only, so as to access original underneath.
 - I. Digitally scan all documents and provide on CD Rom to Architect.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Maintain one clean copy of the project manual (specification) at the job site for the sole purpose of recording changes to the drawings and specifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Digitally scan all documents and provide on CD Rom to Architect.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
- B. Maintain one clean set at the job site for the sole purpose of recording changes to the drawings and specifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications and Record Drawings where applicable.

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

2.4 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 - RECORDING AND MAINTENANCE

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

END OF SECTION

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SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SUBMITTALS

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

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

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

2.2 **MANUALS, GENERAL**

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

- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

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

2.4 OPERATION MANUALS

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

- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.

3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

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

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

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

END OF SECTION

SECTION 01820 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

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

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 INSTRUCTION

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

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

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

END OF SECTION

SECTION 02071 - DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Extent of demolition work is shown on drawings, as well as all items necessary to complete new work indicated on plans.
- B. Schedule of Demolition Work: Demolition includes but is not limited to the following:
 - 1. Demolition of the existing buildings, utilities, footings, and underground structures as indicated on the Drawings.
 - 2. All other items indicated required to be demolished to complete new work.
 - 3. An inspection shall be performed by the Owner after the removal of all footings. The Contractor shall coordinate with the Owner for these inspections prior to filling in the voided footing areas.
 - 4. Any damage to existing facilities at the site after the Contractor takes possession shall be repaired by this Contractor at his expense.
 - 5. Contractor shall replace grass/sod damaged during the construction. Fill in ruts caused by equipment with topsoil and grass over to match existing conditions.
 - 6. As indicated on the Drawings.

1.3 SUBMITTALS

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

1.4 JOB CONDITIONS

- A. Condition of Structures: Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable.
- B. Explosives: Use of explosives will not be permitted.
- C. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- D. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- E. Protections: Ensure safe passage of persons (night or day) around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities and persons.
 - 1. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 2. Provide interior and exterior shoring, bracing, or support and necessary protection, to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
 - 3. Provide temporary fencing as necessary to secure the limits of construction. Fencing shall be substantial to deter passage, fencing material shall be at Contractors discretion.
- F. Damage: Promptly repair damages caused to adjacent facilities by demolition operations at no

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cost to Owner.

- G. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 - 2. All electrical work to be removed, relocated or reconnected shall be performed by a licensed Electrical Contractor in accordance with the NEC and any applicable local codes and ordinances.

PART 2 – PRODUCTS [NOT APPLICABLE]

PART 3 - EXECUTION

3.1 DEMOLITION - DISPOSAL OF DEMOLISHED MATERIALS

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

END OF SECTION

SECTION 05120 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

- A. Extent of structural steel work is shown on drawings, including schedules, notes and details to show size and location of members, typical connections, and type of steel required.
- B. Structural steel is that work defined in AISC "Code of Standard Practice" and as otherwise shown on drawings.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of following, except as otherwise indicated.
 - 1. AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings", including "Commentary" and Supplements thereto as issued.
 - 2. AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.
 - 3. AWS D1.1 "Structural Welding Code".
 - 4. ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use.
- B. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".
- C. Provide certification that welders to be employed in work have satisfactorily passed AWS qualification tests.
 - 1. If re-certification of welders is required, retesting will be Contractor's responsibility.

1.4 SUBMITTALS

- A. Product Data: Submit producer's or manufacturer's specifications and installation instructions for following products. Include laboratory test reports and other data to show compliance with specifications (including specified standards).
 - 1. Structural steel including certified copies of mill reports covering chemical and physical properties.
 - 2. High-strength bolts including nuts and washers.
 - 3. Structural steel primer paint.
 - 4. Shrinkage-resistant grout.
- B. Submit shop drawings including complete details and schedules for fabrication and assembly of structural steel members procedures and diagrams. All shop and erection drawings shall be prepared under the direct supervision of a registered engineer and shall be sealed by said engineer.
 - 1. Include details of cuts, connections, camber, holes, and other pertinent data. Indicate welds by standard AWS symbols, and show size, length, and type of each weld.
 - 2. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed by others.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site at such intervals to ensure uninterrupted progress of work.

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- B. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete or masonry, in ample time to not to delay work.
- C. Store materials to permit easy access for inspection and identification. Keep steel members off ground, using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.
- D. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Metal Surfaces, General: For fabrication of work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding, or by welding and grinding, prior to cleaning, treating and application of surface finishes.
- B. Miscellaneous Steel Shapes, Plates, Channels, Bars and other shapes: ASTM A 36.
- C. Wide Flange and CWT Shapes: ASTM A992 Grade B, $F_y=50$ ksi
- D. Cold-Formed Steel Tubing: ASTM A 500, Grade B, $F_y=46.0$ ksi
- E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
 - 1. Finish: Black, except where indicated to be galvanized.
- F. Anchor Bolts: ASTM A 307, nonheaded type unless otherwise indicated.
 - 1. Provide hexagonal heads and nuts for all connections.
- G. High-Strength Threaded Fasteners: Heavy hexagon structural bolts, heavy hexagon nuts, and hardened washers, as follows:
 - 1. Quenched and tempered medium-carbon steel bolts, nuts and washers, complying with ASTM A 325.
- H. Electrodes for Welding: Comply with AWS Code.
 - 1. For high-strength low-alloy steel, provide electrodes, welding rods and filler metals equal in strength and compatible in appearance with parent metal joined.
- I. Structural Steel Primer Paint: Manufacturer's standard (no lead).
- J. Non-metallic Shrinkage-Resistant Grout: Pre-mixed, non-metallic, non-corrosive, non-staining product containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water reducing agents, complying with CRD-C62I.
 - 1. The following manufacturers' products have been used to establish minimum standards for material, workmanship and function:
 - a. Dayton Superior 1107 Advantage
 - b. Euco N.S.; Euclid Chemical Co.
 - c. Crystex; L&M Construction Chemicals
 - d. Masterflow 713; Master Builders
 - e. Five Star Grout; U.S. Grout Corp.
 - f. Upcon; Upco Chem. Div., USM Corp.
 - g. Propak; Protex Industries, Inc.

- h. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.
- 2. Manufacturer Single Source: Provide cementitious grout products from a single qualified manufacturer.
- 3. Cementitious Grout: Cementitious grout for high performance applications.
- 4. Product shall conform to:
 - a. CRD C621, US Army Corps of Engineers Specification for Non-Shrink Grout
 - b. ASTM C1107, Standard Specification for Packaged, Dry, Hydraulic-Cement Grout (non-shrink)
- 5. Basis of Design Product:
 - “EUCO TREMIE GROUT” by The Euclid Chemical Company
 - a. Compressive Strength, ASTM C109 Modified to ASTM C1107 Section 11.5, 2 in. (5 cm) cubes:
 - i. At 72° F (22° C)
 - a) 1 day: 3200 psi (22MPa)
 - b) 3 days: 4800 psi (33 MPa)
 - c) 7 days: 5600 psi (38 MPa)
 - d) 28 days: 7200 psi (49 MPa)
 - ii. At 50° F (10° C)
 - a) 1 day: 1000 psi (7 MPa)
 - b) 3 days: 3000 psi (20 MPa)
 - c) 7 days: 3700 psi (25 MPa)
 - d) 28 days: 4500 psi (31 MPa)
 - b. Volume Change, ASTM C1090 and CRD C621:
 - i. At 72° F (22° C)
 - a) 3 days: 0.04%
 - b) 7 days: 0.06%
 - c) 14 days: 0.06%
 - d) 28 days: 0.08%
 - c. Setting time, ASTM C191:
 - i. At 72° F (22° C)
 - a) Initial set: 5 hours
 - b) Final set: 7 hours
 - ii. At 50° F (10° C)
 - a) Initial set: 12 hours
 - b) Final set: 18 hours

2.2 FABRICATION

- A. Shop Fabrication and Assembly: Fabricate and assemble structural assemblies in shop to greatest extent possible. Fabricate items of structural steel in accordance with AISC Specifications and as indicated on final shop drawings.

1. Properly mark and match-mark materials for field assembly. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.
 2. Where finishing is required, complete assembly, including welding of units, before start of finishing operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects.
- B. Connections: Weld or bolt shop connections, as indicated.
- C. Bolt field connections, except where welded connections or other connections are indicated.
1. Provide high-strength threaded fasteners for principal bolted connections, except where unfinished bolts are indicated.
- D. High-Strength Bolted Construction: Install high-strength threaded fasteners in accordance with AISC "Specifications for Structural Joints using ASTM A 325.
- E. Welded Construction: Comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
- F. Assemble and weld built-up sections by methods which will produce true alignment of axes without warp.
- G. Holes for Other Work: Provide holes required for securing other work to structural steel framing, and for passage of other work through steel framing members, as shown on final shop drawings.
- H. Provide threaded nuts welded to framing, and other specialty items as indicated to receive other work.
- I. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

2.3 SHOP PAINTING

- A. General: Shop paint structural steel, except those members or portions of members to be embedded in concrete or mortar. Paint embedded steel which is partially exposed on exposed portions and initial 2" of embedded areas only.
- B. Do not paint surfaces which are to be welded.
- C. Apply 2 coats of paint to surfaces which are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.
- D. Surface Preparation: After inspection and before shipping, clean steel work to be painted. Remove loose rust, loose mill scale, and spatter, slag or flux deposits. Clean steel in accordance with Steel Structures painting Council (SSPC) as follows:
1. SP-3 "Power Tool Cleaning".
- E. Painting: Immediately after surface preparation, apply structural steel primer paint in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 1.5 mils. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces.

PART 3 - EXECUTION

3.1 ERECTION

- A. Surveys:
1. Check elevations of concrete and masonry bearing surfaces, and locations of anchor bolts and similar devices, before erection work proceeds, and report discrepancies to Architect. Do not proceed with erection until corrections have been made, or until compensating adjustments to structural steel work have been agreed upon with Architect.
- B. Temporary Shoring and Bracing: Provide temporary shoring and bracing members with connections of sufficient strength to bear imposed loads. Remove temporary members and

connections when permanent members are in place and final connections are made. Provide temporary guy lines to achieve proper alignment of structures as erection proceeds.

- C. Temporary Planking: Provide temporary planking and working platforms as necessary to effectively complete work.
- D. Anchor Bolts: Furnish anchor bolts and other connectors required for securing structural steel to foundations and other in-place work.
 - 1. Furnish templates and other devices as necessary for presetting bolts and other anchors to accurate locations.
- E. Setting Bases and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of base and bearing plates.
 - 1. Set loose and attached base plates and bearing plates for structural members on wedges or other adjusting devices.
- F. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims, but if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
- G. Pack grout solidly with non-metallic shrinkage resistant grout between bearing surfaces and bases or plates to ensure that no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
- H. Field Assembly: Set structural frames accurately to lines and elevations indicated. Align and adjust various members forming part of complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure within specified AISC tolerances.
 - 2. Splice members only where indicated and accepted on shop drawings.
 - 3. Comply with AISC Specifications for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 4. Do not enlarge unfair holes in members by burning or by use of drift pins, except in secondary bracing members. Ream holes that must be enlarged to admit bolts.
- I. Gas Cutting: Do not use gas cutting torches in field for correcting fabrication errors in primary structural framing. Cutting will be permitted only on secondary members which are not under stress, as acceptable to Architect. Finish gas-cut sections equal to a sheared appearance when permitted.
- J. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Apply paint to exposed areas using same material as used for shop painting.
 - 1. Apply by brush or spray to provide minimum dry film thickness of 1.5 mils.

3.2 PREPARATION

- A. The Contractor shall employ and pay an independent laboratory acceptable to Architect to conduct shop and field inspections and tests.
- B. Correct deficiencies in structural steel work which inspections and laboratory test reports have indicated to be not in compliance with requirements. Perform additional tests, at Contractor's expense, as may be necessary to reconfirm any non-compliance of original work, and as may be necessary to show compliance of corrected work.
- C. Shop Bolted Connections: Inspect in accordance with AISC specifications.
- D. Shop Welding: Inspect and test during fabrication of structural steel assemblies, as follows:

1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
 2. Perform visual inspection of all welds.
 3. Perform Ultrasonic or radiographic test on all groove welds.
- E. Field Bolted Connections: Inspect in accordance with AISC specifications.
- F. Field Welding: Inspect and test during erection of structural steel as follows:
1. Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.
 2. Perform visual inspection of all welds. Perform Ultrasonic or radiographic test on all groove welds.

END OF SECTION

SECTION 14240 - HYDRAULIC ELEVATOR

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies hydraulic elevators.
- B. Work Required:
 - 1. The work required under this section consists of all labor, materials and services required for the complete installation (including operational verification) of all the equipment required for the elevator(s) as herein specified.
 - 2. All work shall be performed in a first class, safe and workmanlike manner.
 - 3. In all cases where a device or part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many of such devices or parts as are required to make complete installation.
- C. Related work not specified herein: The following sections contain requirements that relate to this section and are performed by trades other than the elevator manufacturer/installer.
 - 1. Drawings and general provisions of the contract including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section
 - 2. Section 05120 - Structural Steel: hoisting beam at top of hoistway.
 - 3. Section 16000 - Electrical: Section 16100 - Electrical: Standby Power Supply Systems: emergency generator for elevator operation. Fire Alarm Systems: fire and smoke detectors and interconnecting devices; fire alarm signal lines to contacts in the machine area. Telephone Systems: ADAAG-required emergency communications equipment.
- D. Applicable Codes: Comply with applicable building and elevator codes at the project site, including but not limited to the following:
 - 1. **ASME A17.1 – 2019/CSA B44.19 Safety Code for Elevators and Escalators.**
 - 2. **Alabama Department of Labor Elevator Code Requirements– Elevator Safety Division.** https://labor.alabama.gov/Inspections/contacts_boilers_elevators.aspx.
 - 3. ANSI A117.1, Buildings and Facilities, Providing Accessibility and Usability for Physically Handicapped People.
 - 4. ADAAG, Americans with Disabilities Act Accessibility Guidelines.
 - 5. ANSI/NFPA 70, National Electrical Code.
 - 6. ANSI/NFPA 80, Fire Doors and Windows.
 - 7. ANSI/UL 10B, Fire Tests of Door Assemblies.
 - 8. Local Building Codes.
 - 9. All other local applicable codes.

1.2 SYSTEM DESCRIPTION

- A. Equipment Description: Hydraulic Elevator, Schindler 3100, 3300 MRL
- B. Equipment Control: Control System.
- C. Quantity of Elevators: 1
- D. Elevator Stop Designations: 1,2
- E. Stops: 2
- F. Openings: 2 at Front / 0 at rear.
- G. Travel: 15 ft 4 in

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- H. Rated Capacity: 2500 lbs.
- I. Rated Speed: 100 fpm
- J. Platform Size: See attachment.
- K. Clear Inside Dimensions: See attachment.
- L. Cab Height: 7' 9"
- M. Clear Cab Height: 7'-9" with 5/16" floor recess and Structural ceiling
- N. Entrance Type and Width: Single Slide, 2-speed; 3' 0"
- O. Entrance Height: 7' 0"
- P. Main Power Supply: 208 Volts, 3-Phase, 60Hz + or - 5% of normal, three-Phase, with a separate equipment grounding conductor.
- Q. Car Lighting Power Supply: 120 Volts, Single-phase, 15 Amp, 60 Hz.
- R. Machine and Controller Location: Indicated on Drawings.
- S. Signal Fixtures: Manufacturer's standard with stainless steel metal button targets (exc. CA).
- T. Controller Location: Machine Room
- U. Stopping Accuracy: $\pm 1/4"$ (6.4 mm) under any loading condition or direction of travel.
- V. Operation: Simplex Collective Operation- Using a microprocessor-based controller, operation shall be automatic by means of the car and hall buttons. If all calls in the system have been answered, the car shall park at the last landing served.
- W. Operating Features
 - 1. Full Collective Operation
 - 2. Anti-nuisance.
 - 3. Fan and Light Protection.
 - 4. Independent Service.
 - 5. Firefighters' Service Phase I and Phase II
 - 6. Top of Car Inspection.
 - 7. Zoned Access at Bottom Landing.
 - 8. Zoned Access at Upper Landing.
 - 9. Car Secure Access
 - 10. Emergency Rescue Unit
 - 11. Automatic Standby Power Operation with Manual Override.
 - 12. Load Weighing Bypass.
 - 13. Express Priority Service with key-switch(es) at Bottom Landing
- X. Door Control Features:
 - 1. Door control to open doors automatically when car arrives at a landing in response to a normal hall or car call.
 - 2. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.
 - 3. Door protection shall consist of a two-dimensional, multi-beam array projecting across the car door opening.

4. Door nudging operation to occur if doors are prevented from closing for an adjustable period of time.
- Y. Seismic conditions do not exist.
- Z. **Two-way communication is required at all Landings and in the elevator.**

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each system proposed for use. Include the following:
 1. Signal and operating fixtures, operating panels and indicators.
 2. Cab design, dimensions and layout.
 3. Hoistway-door and frame details.
 4. Electrical characteristics and connection requirements.
 5. Expected heat dissipation of elevator equipment in hoistway (BTU).
 6. Color selection chart for Cab and Entrances.
- B. Shop Drawings: Submit approval layout drawings. Include the following:
 1. Car, guide rails, buffers and other components in hoistway.
 2. Maximum rail bracket spacing.
 3. Maximum loads imposed on guide rails requiring load transfer to building structure.
 4. Clearances and travel of car.
 5. Clear inside hoistway and pit dimensions.
 6. Location and sizes of access doors, hoistway entrances and frames.
- C. Operations and Maintenance Manuals: Provide manufacturer's standard operations and maintenance manual.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Elevator manufacturer shall be ISO 9001 certified.
- B. Manufacturer shall have a minimum of fifteen years of experience in the fabrication, installation and service of elevators.
- C. Installer: Elevators shall be installed by the manufacturer.
- D. Permits, Inspections and Certificates: The Elevator Contractor shall obtain and pay for necessary Municipal or State Inspection and permit as required by the elevator inspection authority, and make such tests as are called for by the regulations or such authorities. These tests shall be made in the presence of such authorities or their authorized representatives.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Delivered elevator materials shall be stored in a protected environment in accordance with manufacturer recommendations.

1.6 WARRANTY

- A. Provide manufacturer warranty for a period of one year. The warranty period is to begin upon Substantial Completion of the Contract. Warranty covers defects in materials and workmanship.

1.7 MAINTENANCE and SERVICE

- A. The elevator manufacturer shall provide maintenance service consisting of regular examinations and adjustments of the elevator equipment for a period of 12 months after date of substantial completion. Replacement parts shall be produced by the original equipment manufacturer.
- B. The elevator control system must:
 - a. Provide in the controller the necessary devices to run the elevator on inspection operation.

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- b. Provide on top of the car the necessary devices to run the elevator in inspection operation.
- C. Provide in the controller an emergency stop switch. This emergency stop switch when opened disconnects power from the brake and prevents the motor from running. Provide system capabilities to enable a remote expert to create a live, interactive connection with the elevator system to enable the following functions:
 - 1. Remotely diagnose elevator issues with a remote team of experts
 - 2. Remotely return an elevator to service
 - 3. Provide real-time status updates via email
 - 4. Remotely make changes to selected elevator functions including:
 - a. Control building traffic: Restrict floor access, remove car from group operation, shut down elevator, select up peak / down peak mode, activate independent service
 - b. Conserve energy: Activate cab light energy save mode, activate fan energy save mode, shut down car(s)
 - c. Improve passenger experience: Extend door open times, change parking floor, activate auto car full, activate anti-nuisance, advance door opening, door nudging, extend specific floor extended opening time, release trapped passengers.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Provide hydraulic elevators from the following subject to compliance with requirements.
 - 1. Schindler Elevator Corporation, Inc. (Basis of Design) 20 Whippany Road, Morristown, NJ 07960, Telephone 1-973-397-6500, www.us.schindler.com.
 - 2. Otis Elevator Company (Basis of Design) | 11760 US Hwy 1, Suite W600; Palm Beach Gardens, FL 33408 | www.otis.com.
 - 3. Mowrey Elevator Company Inc.; 4518 Lafayette Street, Marianna, Florida 32446; Ph.: 800.441.4449; www.mowreyelevator.com.
 - 4. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.
- B. Specifically, the system shall consist of the following components:
 - 1. The entire hydraulic system and the controller shall be located inside the machine room.
 - 2. LED lighting standard in ceiling lights and elevator fixtures.

2.2 EQUIPMENT: MACHINE COMPONENTS

- A. The hydraulic system shall be of compact design suitable for operation under the required pressure. The power component shall be mounted in the hydraulic-fluid storage tank. The control valve shall control flow for up and down directions hydraulically and shall include an integral check valve. A control section including control solenoids shall direct the main valve and control: up and down starting, acceleration, transition from full speed to leveling speed, up and down stops, pressure relief and manual lowering. All of these functions shall be fully adjustable for maximum smoothness and to meet contract conditions. System to be provided with a low-pressure switch and a shut-off valve.
 - 1. The entire hydraulic system with hydraulic-fluid storage tank, power component and valves shall be located in the machine room and be easily accessible for maintenance.
- B. A microprocessor-based controller shall be provided, including necessary starting switches together with all relays, switches, solid-state components and hardware required for operation, including door operation, as described herein. A three (3) phase overload device shall be provided to protect the motor against overloading.

1. The controller shall be located together with the hydraulic system in the machine room and be easily accessible for maintenance.
- C. A manual lowering feature shall permit lowering the elevator at slow speed in the event of power failure or for adjusting purposes.
- D. Pressure Switch
- E. Tank Heater.
- F. Low-oil control.

2.3 EQUIPMENT: HOISTWAY COMPONENTS

- A. Plunger(s) and Cylinder(s): Each cylinder shall be constructed of steel pipe of sufficient thickness and suitable for the operating pressure. The top of each cylinder shall be equipped with a cylinder head with a drip ring to collect any oil seepage as well as an internal guide ring and self-adjusting packing. Each plunger shall be constructed of selected steel tubing or pipe of proper diameter machined true and smooth with a fine polished finish. Each plunger shall be provided with a stop ring electrically welded to it to prevent the plunger from leaving the cylinder. Each plunger and cylinder shall be installed plumb and shall operate freely with minimum friction.
- B. Car Guide Rails: Tee-section steel rails with brackets and fasteners.
- C. Polyurethane type buffers shall be used.
- D. Wiring: Wiring for hoistway electrical devices included in scope of the elevator system, hall panels, pit emergency stop switch, and the traveling cable for the elevator car.
- E. Hoistway Entrances
 1. Frames: Entrance frames shall be of bolted construction for complete one-piece unit assembly. All frames shall be securely fastened to fixing angles mounted in the hoistway and shall be of UL fire rated steel.
 2. Sills shall be extruded Aluminum.
 3. Doors: Entrance doors shall be of metal construction with vertical channel reinforcements.
 4. Fire Rating: Entrance and doors shall be UL fire rated for 1 ½ hour.
 5. Entrance Finish: Satin Stainless Steel
 6. Entrance marking plates: Entrance jambs shall be marked with 4" x 4" (102 mm x 102 mm) plates having raised floor markings with Braille located adjacent to the floor marking. Marking plates shall be provided on both sides of the entrance.
 7. Sight Guards: Black sight guards will be furnished with all doors.

2.4 EQUIPMENT: CAR COMPONENTS

- A. Cab: Steel shell cab with laminated vertical removable panels. Color to be selected from standard manufacturer's catalog of choices. Brushed stainless steel finished vertical trim pieces. Brushed Steel Finish base plate located at top and bottom.
- B. Car Front Finish: Satin Stainless Steel
Car Door Finish: Satin Stainless Steel
- C. Ceiling Type: Flush steel ceiling with 4 LED lights in a brushed steel finish.
- D. Emergency Car Lighting: An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuits shall be provided to illuminate the elevator car in the event of building power failure.
- E. Fan: A one-speed 120 VAC fan will be mounted to the structural ceiling to facilitate in-car air circulation, meeting A17.1 code requirements. The fan shall be rubber mounted to prevent the transmission of structural vibration and will include a baffle to diffuse audible noise. A switch shall be provided in the car-operating panel to control the fan.

- F. Handrail: 1.5" round bar handrail with a brushed steel finish. Handrails shall be provided on the sides of the car enclosure.
- G. Threshold: Extruded Aluminum
- H. Emergency Exit Contact: An electrical contact shall be provided on the car-top exit.
- I. Guides: Car roller type guides at the top and the bottom.
- J. Platform: Car platform shall be constructed of metal.
Certificate frame: Provide a Certificate frame with a satin stainless-steel finish.
- K. The LED ceiling lights and the fan should automatically shut off when the system is not in use and be powered back up after a passenger calls the elevator and pushes a hall button.

2.5 EQUIPMENT: SIGNAL DEVICES AND FIXTURES

- A. Car Operating Panel: A standard car operating panel shall be provided which contains all push buttons, key switches, and message indicators for elevator operation. The car operating panel shall have a Satin Stainless Steel finish.
- B. A car operating panel shall be furnished. It shall contain a bank of round stainless steel, mechanical LED illuminated buttons. Flush mounted to the panel and marked to correspond to the landings served. All buttons to have raised numerals and Braille markings with:
 - 1. 1/8" (3mm) satin stainless steel projecting button with blue or white LED illuminating halo.
- C. The car operating panel shall be equipped with the following features:
 - 1. Raised markings and Braille to the left-hand side of each push-button.
 - 2. Car Position Indicator at the top of and integral to the car operating panel.
 - 3. Door open and door close buttons.
 - 4. Inspection key-switch.
 - 5. Elevator Data Plate marked with elevator capacity and car number.
 - 6. Help Button: The help button shall initiate two-way communication between the car and a location inside the building, switching over to another location if the call is unanswered, where personnel are available who can take the appropriate action. Visual indicators are provided for call initiation and call acknowledgement.
 - 7. Landing Passing Signal: A chime bell shall sound in the car to signal that the car is either stopping at or passing a floor served by the elevator.
 - 8. In car stop switch (toggle or key unless local code prohibits use)
 - 9. Firefighter's hat
 - 10. Firefighter's Phase II Key-switch
 - 11. Call Cancel Button
- D. Car Position Indicator: A digital, LED car position indicator shall be integral to the car operating panel.
- E. Hall Fixtures: Hall fixtures shall be provided with necessary push buttons and key switches for elevator operation. Integral Hall fixtures shall feature round stainless steel, mechanical buttons marked to correspond to the landings. Hall fixtures to be located in the entrance jamb. Therefore, separate wiring and installation of electrical boxes inside the wall for the hall buttons are not required. Buttons shall be in vertically mounted fixture. Fixture shall be Satin Stainless Steel.
 - 1. Buttons: 1/8" (3mm) satin stainless steel projecting button with blue or white LED illuminating halo.

- F. Car Lantern and Chime: A directional lantern visible from the corridor shall be provided in the car entrance. When the car stops and the doors are opening, the lantern shall indicate the direction in which the car is to travel and a chime will sound.
- G. Access key-switch at top floor in entrance jamb.
- H. Access key-switch at lowest floor in entrance jamb.
- I. Emergency (standby) Power key-switch: Manual selection of each elevator in normal operation after automatic return in standby power operation has been initiated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Take field dimensions and examine conditions of substrates, supports, and other conditions under which this work is to be performed. Do not proceed with work until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Installation of all elevator components except as specifically provided for elsewhere by others.

3.3 DEMONSTRATION

- A. The elevator contractor shall make a final check of each elevator operation with the Owner or Owner's representative present prior to turning each elevator over for use. The elevator contractor shall determine that control systems and operating devices are functioning properly.

3.4 ELEVATOR DESCRIPTION

- A. Elevator #1 (Basis of Design): See Attachment.

END OF SECTION


Schindler

Schindler Elevator Corporation
Traction Elevator Specification Summary
Bank AA - Elevator #1

Main Data	
Product	Schindler 3100
Application	3300 MRL
Capacity	2500 Lbs General Purpose - Class A
Speed	100 FPM
Travel	15 ft 4 in
Future Travel	None
Cwt Location	Side
Stops	2 (2 Front / 0 Rear)
Power Supply	208 Volts 60 Hz 3 Phase
Sprinklers in Hoistway	Yes
Doors	Two Speed Side Opening 01 Left Hand
IBC Year	2021
Opening Size	3 Ft. 6 In. X 7 Ft. 0 In.
Cab Height	7 Ft. 9 In.
Cab Type	3300 Cab
Pit Depth	5 Ft. 0 In.
Overhead	12 Ft. 7 In.
Inside Cab Width	6 Ft. 9 5/16 In.
Inside Cab Depth	4 Ft. 4 13/16 In.
Hoistway Width	8 Ft. 6 In.
Hoistway Depth	5 Ft. 9 In.
Seismic Equipment	No
ANSI Year	2019
NFPA Code Year	2013
Not Stretcher Car Compliant	

Cab	
Cab Panels	None
Cab LH Wall	441 #4 Stainless Steel
Cab RH Wall	441 #4 Stainless Steel
Cab Rear Wall	441 #4 Stainless Steel
Cab Base	Skirting Flush
Base, Frieze, Reveal	Aluminum
Front, Return, Transom	441 #4 Stainless Steel
Cab Doors	441 #4 Stainless Steel
Canopy	Schindler
Ceiling	LED Down Light - Round Spots Stainless Steel 441
Cab Threshold	Aluminum
Sill Extensions Included	
Handrail Type	Straight Rectangular
Handrail Finish	Brushed Aluminum
Handrail Location	Sides & Rear
Handrail Row Qty	1
Platform Recess	0.375
Protective Pads	1 Set(s)
Protective Pads Source	Schindler
Cab Finished Floor	Carpet By Others

Entrances	
Entrance Doors	(2) 441 #4 Stainless Steel
Entrance Frames & Qty	(2) 441 #4 Stainless Steel
Entrance Sill & Qty	(2) Aluminum
Sill Mounting	(2) Easy Match
3D Door Detection	
Emergency Escutcheons	

Fixtures	
Car Fixture Type	Standard
Car Fixture Finish	Stainless Steel 301
1 Main COP	
Certificate Frame	
Voice Annunciator	
Hall Fixture Type	STD-Wall Mounted
Hall Fixture Push Button	Sandblasted Stainless Steel 304
Finish	
Hall Fixture Faceplate	Brushed Stainless Steel 304
Finish	
(1) Separate FER Switch	
(2) Combination H.L. & P.I.	

Options and Miscellaneous	
New Product Service	12 Months, 8 Hours Callback
Visual Comm. device per IBC 2018/A17.1-2019	
Audible Gong (Std)	
Infrared Door Protection (Std)	
Phase Monitor Relay (Std)	
Independent Service/HES (Std)	
LDU (Control in Jamb)	
Top Exit Lock	
Car Cardreader Provisions Card Reader by Others	
FER Door Operator	
T127 Rails	
Keyed Switch Emergency Stop Switch	
Top Exit Switch	
ADA Compliant Phone	
Sliding Guide Shoes	
Automatic Evacuation	
1 Speed Fan	
2 Hoistway Access Switches	
Firefighter's Service Phase 2	
Class B Fire Rating For Cab	
Top Exit Guard	
Pressure Switch	
Pit Ladder Source: Schindler	
Platform Light/GFCI Outlet	
Smoke Detector Provisions	
STM - Regular, No Fire Retardant	
Digital Services:	
SafeCall	
ElevateME	



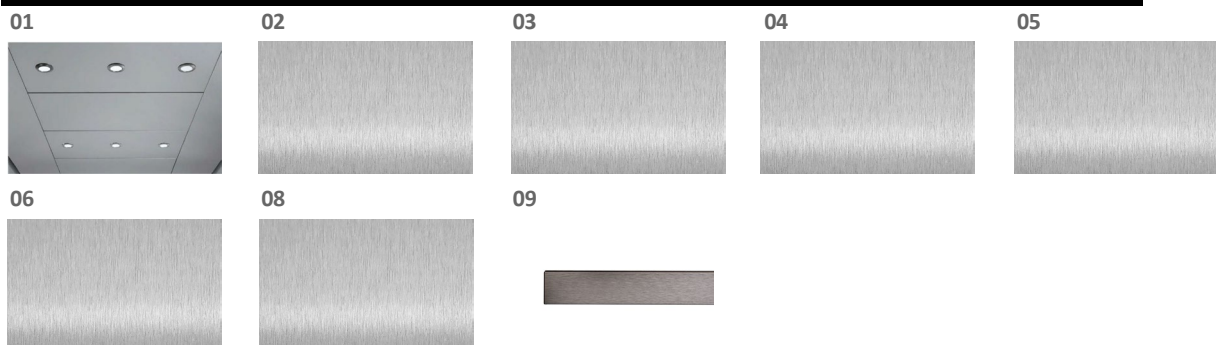
Schindler

Bank AA - Elevator #1

Decoration Selection

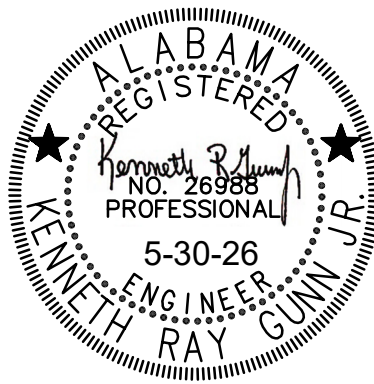
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	01 Ceiling Type	LED Down Light - Round Spots
	02 Ceiling Finish	441 #4 Stainless Steel
	03 Car Door	441 #4 Stainless Steel
	04 Side Wall	441 #4 Stainless Steel
	05 Rear Wall	441 #4 Stainless Steel
	06 Skirting	Skirting Flush Aluminum
	07 Fixtures	Standard 301 #4 Stainless Steel
	08 Landing Door	(2) 441 #4 Stainless Steel
	09 Handrail	Straight Rectangular Brushed Aluminum Sides & Rear



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Division 16000



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

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SECTION 16100 - ELECTRICAL

PART 1 - GENERAL

1.01. RELATED DOCUMENTS:

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

1.02. QUALIFICATIONS OF ELECTRICAL CONTRACTORS:

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

1.03. CODES, PERMITS AND INSPECTIONS:

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

1.04. MATERIALS:

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

1.05. WORKMANSHIP:

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

1.06. DESCRIPTION OF WORK:

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

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

1.07. DRAWINGS AND SPECIFICATIONS:

- A. This Contractor shall examine drawings and Specifications relating to the work of all trades and become fully informed as to the extent and character of work required and its relation to all other work in the project prior to submission of bid and prior to the start of any construction.
- B. Drawings and Specifications shall be considered as complementary each to the other. What is called for by one shall be as binding as if called for by both. Where conflicts occur, secure clarification from the Architect in advance of bidding; otherwise incorporate the more stringent conditions into the bid price.
- C. Omissions from the drawings and specifications or the mis-description of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work; they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- D. The drawings indicate diagrammatically the extent, general character, and the approximate location of the work to be performed. In the interest of clearness, the work is not always shown to scale or exact location. Check all measurements, locations of conduit, fixtures, outlets, and equipment with the detailed architectural, structural, and mechanical drawings, and lay out work so as to fit in with ceiling grids, ductwork, sprinkler piping and heads, and other parts. Take finished dimensions at the job site in preference to using scale dimensions.
- E. Where the work is indicated but with minor details omitted, furnish and install the work complete so as to perform its intended functions.
- F. Where doubt arises as to the meaning of the plans and specifications, obtain the Architect's decision before proceeding with parts affected; otherwise assume liability for damage to other work and for making necessary corrections to work in question.
- G. Except as noted above, make no changes in or deviations from the work as shown or specified except on written order of the Architect.

1.08. EXISTING CONDITIONS:

- A. Before submitting a bid, visit the site and ascertain all existing conditions.
- B. Make such adjustments in work as are required by the actual conditions encountered.

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- C. No consideration will be given after bid opening for alleged misunderstandings regarding utility connections, integration of work with existing system, or other existing conditions.

1.09. SUBMITTALS:

- A. Follow procedure outlined in Division 1.
- B. Submittals shall be bound together and shall include a coversheet indicating the following:
 - 1. Project name
 - 2. Trade contractor's name
 - 3. Supplier's name
 - 4. Name and phone number of supplier's contact person
 - 5. A list of each item submitted with manufacturers' names and model numbers.
- C. Within 20 days of award of contract and prior to beginning any work on the project submit six (6) copies of manufacturer's drawings/data sheets for the following items to the Engineer for review:
 - 1. Conductors
 - 2. Cable Pulling tensions. Provide cable pull tension calculations (lateral and longitudinal) on all underground cable runs over 150 feet for cables sized #1 and larger. Provide one line diagram indicating pulling tensions on each run and number and size of each pull box along anticipated route. Calculations shall include changes in direction or elevation of feeder runs.
 - 3. Wiring Devices
 - 4. Conduit Wrapping Tape
 - 5. Power system breaker coordination. Submit proper breaker settings recommendations with breaker coordination study.
 - 6. Contractor shall coordinate with mechanical/plumbing shop drawings prior to submitting power package to engineer. Adjust overcurrent devices accordingly.
 - 7. Disconnect Switches
 - 8. Fire Stopping
 - 9. Lighting Control System: Include conduit and cable layout, terminal to terminal wiring showing color code and wire numbers, and complete technical data on each system component. Furnish the Owner one set of as built drawings at completion of the project. Coordinate with lighting control riser on drawings for further shop drawings requirements.
 - 10. Lighting Fixtures (include photometric data for each fixture)
 - 11. Fixture Support Equipment
 - 12. Lighting Standards (Poles)
 - 13. Data/Telecommunications System
 - a. Cable
 - b. Equipment
 - c. Installer qualifications
 - d. Makes and Model Numbers of Testing Equipment to be used.
 - 14. Secondary Surge Arresters
 - 15. Transient Voltage Surge Suppressors(Surge Protective Devices)
 - 16. **Fire Alarm System: The fire alarm shop drawings shall bear the approval of the fire protection provider to ensure all supervisory valves and flow switches are being monitored by the fire alarm system. Coordinate with fire protection provider prior to bid and provide monitoring for all supervisory valves and flow switches for entire building. Coordinate with sprinkler system designer and provide additional heat detection (if required) and associated circuiting in elevator shafts and equipment rooms to comply with applicable sections of NFPA and ANSI A17.1. Bid accordingly. Include conduit and cable layout, battery calculations, terminal to terminal wiring showing color code and wire numbers, and complete technical data on each system component. Additionally, the contractor or his/her fire alarm system vendor shall provide audibility calculations indicating compliance with all**

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applicable provisions of NFPA 72 and the IBC. The contract drawings indicate a minimum design required to comply with applicable codes. However, since devices vary from manufacturer to manufacturer the contractor shall be responsible for furnishing any/all additional devices as required to provide audibility and visibility levels that comply with applicable sections of NFPA 72 and IBC. Furnish the Owner one set of as built drawings at completion of the project. Provide a copy of the fire alarm contractor's State Fire Marshal's Permit with the submittals for approval.

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

18. J-Hooks

- D. Submit samples upon request.
- E. The Contractor is responsible for verifying all quantities and for verifying and coordinating dimensional data with the available space for items other than the basis of design.
- F. The contractor shall review and approve or make appropriate notations on each item prior to submittal to the architect. Submittals without contractor's approval will be rejected.
- G. Submittal reviews will be performed up to two times to review material submitted by contractor. Gunn & Associates will charge a review fee of a \$1,000 to review submittals starting the third time submitted. If contractor needs Gunn & Associates, P.C. to perform another review of material after submittals have been submitted and approved to change manufacturers. A review cost of \$1,000 per review. Payment must be received by Gunn & Associates prior to scheduling any additional reviews.

1.10. COORDINATION OF SERVICE WITH OTHER TRADES:

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

1.11. PROGRESS OF WORK:

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

1.12. PROTECTION OF PERSONS AND PROPERTY DURING CONSTRUCTION:

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

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1.13. CLEANING UP:

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

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

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

1.15. TESTING:

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

1.16. INSPECTIONS:

- A. The contractor shall have all systems ready for operation and an electrician available to remove panel fronts, coverplates, fixture doors, etc., at the final inspection and any other scheduled inspections.
- B. It is the contractor's responsibility to have the job ready for inspections when they are scheduled. We will perform inspections as required by our contract. If project is not ready during inspection and requires a re-inspection by Gunn & Associates, then the contractor shall pay Gunn & Associates, P.C. for the re-inspection. The payment shall be made directly to Gunn & Associates, P.C. in the amount to be determined by engineer. Not to exceed \$1,500 for single re-inspection fee. Payment must be received by Gunn & Associates prior to scheduling re-inspection.
- C. Inspections for Temporary or Permanent Power required by any utility companies are not in our scope of work. If contractor needs Gunn & Associates, P.C. to perform inspections, contractor must include an inspection cost of \$1,000 per inspection in their base bid. Payment must be received by Gunn & Associates prior to scheduling inspection.

1.17. DEMONSTRATION:

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

1.18. WARRANTY:

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

1.19. TEMPORARY SYSTEMS:

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

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1.20. SERVICE INTERRUPTION CLEARANCE WITH OWNER:

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

1.21. DEFINITIONS:

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

PART 2 - MATERIALS

2.01. GENERAL:

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

2.02. CONDUITS:

- A. Rigid Metal (Galvanized Steel-RGS) Conduit: Rigid metal conduit shall be mild steel piping, galvanized inside and outside, and conform to ASA Specification 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- B. ***Conduit systems are subject to system color identification the complete length for the conduit system for the system they contain and as identified by these specifications:***
 - a. ***Red Conduit Systems – Fire Alarm & Life Safety systems. Red conduit systems will be utilized for all life safety, fire alarm systems & as directed by design documents.***
- C. Intermediate Metal Conduit (IMC): IMC shall be hot dipped galvanized inside and outside and manufactured in accordance with U.L. Standard #6 or #1242. By Allied or approved equal.
- D. Electrical Metallic Tubing (EMT): EMT shall be high grade steel electro-galvanized outside and lacquer or enamel coating inside and conform to ASA Specifications 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.

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- E. Rigid Nonmetallic Conduit (PVC): PVC conduit where exposed shall be high impact Schedule 80; below ground and below or in slab PVC shall be of high impact Schedule 40 PVC and shall conform to Underwriters' Laboratories Standard UL-651. By Carlon, Kraleigh Pittsburgh, R.G. Sloan or Southwestern.
- F. Rigid Aluminum: Rigid Aluminum conduit shall be manufactured from 6063, t-1 aluminum alloy and shall meet the requirements of Federal Spec. WW-C-540c and ANSI C80.5 and shall be U.L. listed in accordance with UL-6. Equal to products by V.A.W. of America.

2.03. COUPLINGS, FITTINGS, AND CONNECTORS:

- A. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Raco, or Republic.
- B. EMT: EMT fittings shall be all steel type setscrew or insulated throat compression type. Pressure indented or slip fit type will not be accepted. All connectors to be insulated. By Appleton, Efcor, Raco Steel City, or Thomas & Betts.
- C. PVC: PVC fittings shall be of high impact PVC Schedule 40 or Schedule 80 to match the installed conduit. Joints shall be made with PVC solvent cement as recommended by manufacturer. By Pittsburgh, R.G. Sloan or Carlon.
- D. Rigid Aluminum: Fittings used with Rigid Aluminum conduit shall be formed of the same alloy as the conduit or shall be copper free cast aluminum unless specifically indicated otherwise.

2.04. CONDUIT BODIES:

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

2.05. BUSHINGS:

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

2.06. EXPANSION FITTINGS:

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

2.07. CONDUIT ACCESSORIES:

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

2.08. FLEXIBLE CONDUIT:

- A. Liquidtight flexible metal conduit:
 - 1. Neoprene-jacketed liquidtight flexible metal conduit.
Equal to Anaconda Sealite.

2.09. ELECTRICAL TAPES:

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

2.10. PIPE WRAPPING TAPE:

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

2.11. WIRE NUTS:

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

2.12. SPLIT BOLT CONNECTORS:

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

2.13. MULTI-TAP CONNECTORS:

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

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- D. Multi-tap connectors shall be equal to Ilco Type PCT or Type PED-CP.

2.14. WATERPROOF WIRE JOINTS:

- A. Splices made below grade shall be made connectors, UL listed as waterproof, for below grade applications.
- B. Waterproof Twist On Connectors for Up to #6 W/1#12 tap Conductors: Single piece wire nut pre-filled with silicone sealant. Sealant shall be rated for 45-400 degrees F. Connectors shall have same insulation rating as conductors. Sizes shall be available for connecting up to 2 #6 w/1#12 tap conductors. Connectors shall be UL listed as waterproof for below grade applications and equal to Ideal Buchanan B-Cap Twist and Seal Wire Connectors, King Safety Products, Tyco/Raychem GelCap SL, or equal.
- C. Waterproof Stub Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for feeder wire sizes #14 through #2/0 and tap wire sizes of #14 through #6. Connectors shall be UL listed as waterproof for below grade applications and equal to Tyco/Raychem GelCap SL.
- D. Waterproof In-line Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #6 through #350 kcm. Connectors shall be equal to Tyco/Raychem GTAP.
- E. Waterproof Splice Kit for Conductors above #2/0: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #14 through #2/0. Connectors shall be equal to Tyco/Raychem GHFC.

2.15. FIRE STOPPING:

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

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

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

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

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

2.18. PULL BOXES:

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

2.19. JUNCTION AND TERMINAL BOXES FOR AUXILIARY SYSTEMS:

- A. Junction boxes for auxiliary system circuiting splicing shall be formed of galvanized steel.
- B. Boxes shall have hinged front, locking door(s).
- C. Metal back plates shall be provided for mounting terminal strips or other devices.
- D. Screw terminal strips shall be provided with a minimum of 25 percent spare terminals.

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- E. Boxes shall be sized to accommodate the terminal blocks and conductors, providing code required bending space.
- F. Boxes for auxiliary systems shall be manufactured by Austin, E-Box, Hoffman, or Wiegmann.
- G. Provide complete back boxes for all surface mounted devices. Back box shall have knockout on top and bottom as needed. Surface mounted junction boxes with devices mounted to it will not be accepted. Wiremold boxes will be accepted.

2.20. AUXILIARY GUTTERS (WIRING TROUGHS):

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

2.21. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

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

2.22. OUTLET BOXES:

- A. General: Except as noted, boxes shall be standard hot dipped galvanized steel at least 1-1/2" deep, of metal at least 1/16" thick; sized to accommodate devices and conductors per NEC Article 370; product of Appleton, National, Steel City, or approved equal.
- B. Ceiling and Wall Bracket Outlets: 4" octagonal boxes with plaster rings appropriate for finish surface.
- C. Typical boxes (for switches, receptacles and auxiliary systems):
 - 1. All junction boxes shall be recessed within the confines of the walls unless otherwise noted. Junction boxes shall be accessible by means of a coverplate or a standard junction box cover whichever is appropriate for the installation.
 - 2. 4" square boxes ganged as required. Box volume shall be in accordance with NEC Section 370 – provide extensions as required.
 - 3. Furnish with 3/4" plaster rings where employed in plaster, 1" tile covers where used in ceramic tile, 1" plaster rings where set in exposed concrete, and otherwise appropriate for surface and construction.
 - 4. Use 4-11/16" square, 2-1/8" deep boxes where more than 10 conductors enter the boxes. Provide extensions as required to provide volume per NEC.
 - 5. Where existing walls are furred out with shallow hatch channel and sheet rock then the contractor will be required to use a shallow junction as required.
 - 6. All exposed junction boxes for receptacles, communications devices, switches, and fire alarm devices shall be provided with back boxes. Do not use standard stamped steel junction boxes when exposed. No exposed edges of devices plates will be allowed. No

knockouts on the side of the box. Boxes shall be similar to Wiremold 500 & 700 Series or FS boxes. The wall plates will not be allowed to have overlap plates.

- D. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover.
- E. Multiple Outlet Floor Boxes:
 - 1. Floor boxes shall be multi-outlet type providing space for four separate services for duplex outlets and/or Data/Telecommunications outlets.
 - 2. Floor boxes shall be provided with covers equal to Walker S36CCTCAL(BK)(BS) flush access hatch with carpet trim for carpeted floors and S36BBTCAL(BK)(BS) trim for vinyl covered floors.
 - 3. Floor boxes shall be provided with 20-amp duplex grounding duplex receptacles, isolated ground receptacles, and Data/Telecommunications outlets as indicated on the drawings.
 - 4. Data outlets shall be modular type capable of housing up to six (6) Cat 5e jacks. Boxes shall be provided with two (2) active jacks unless indicated otherwise on the drawings. Provide with communications bracket(s) equal to Wiremold #RFB4-LPB.
 - 5. Provide blank plates for all unused openings.
 - 6. The boxes shall be equal to what is specified on drawings.
- F. Boxes used with Exposed Conduit: 4" square utility boxes.
- G. Exterior Boxes: Galvanized cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney or approved equal will be accepted.
- H. Exterior Boxes: All receptacle boxes shall be recessed unless specifically called out not to be. This includes exterior receptacles in all masonry type walls including but not limited to Pre-cast, Brick, Block, etc.
- I. Boxes used with Recessed Lighting Fixtures: Provide a 4" square box with blank cover.
- J. Boxes in Dry Wall Construction: Sectional type switch boxes at least 2-1/2" deep may be used instead of typical box (but not where dry wall finish is applied over masonry back-up and not where multi-gang devices occur).
- K. Boxes installed exposed in kitchen and dishwashing areas shall be copper free cast aluminum with gasketed cast coverplates, without lift cover, unless specifically indicated otherwise on the drawings.
- L. All junction boxes shall be mounted in accessible locations. Provide access panels as needed in hard or detention surfaces to access.

2.23. CONDUCTORS AND CABLES:

- A. Power Conductors
 - 1. The ungrounded conductors (phase) and the grounded conductor (neutral) of each voltage system being installed shall be phase identified the full length of the conductor with the color characteristics manufactured in the insulation of cable from the cable manufacturer. Required color cable will then be installed for the specific voltage system as identified in these specifications.
 - 2. All conductors shall be copper with not less than 98% conductivity and with current carrying capacities per N.E.C. for 60°C. for sizes through #1 AWG and 75°C for conductors #1/0 and above.
 - 3. All conductors shall have manufacturer's name, type insulation, and conductor size imprinted on jacket at regular intervals.
 - 4. Conductors of size #10 and smaller shall be solid copper conductors with 600-volt type THHN or THWN insulation.
 - 5. Conductors of size #8 and larger shall be stranded copper conductors with 600-volt type THHN or THWN insulation.

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6. All motor branch circuits, HVAC, and plumbing equipment shall be stranded copper conductors with 600-volt type RHH-RHW insulation.
7. All conductors installed in conduit below grade shall be rated for wet location.
8. Manufacturer: Conductors shall be products of GE, Triangle, Phelps- Dodge, Anaconda, Rome, Habirshaw, General Cable, or approved equal.
9. Fixture Wire:
 - a. Conductors feeding into fixtures, other than fluorescent fixtures, of 300 watts or less shall be #14, 200°C., type SF-2, for fixtures of more than 300 watts #12, 200 °C., type SF-2 shall be used.
 - b. Conductors pulled through fluorescent fixtures shall have Type TFN or TFFN fixture wire, rated 90oC.
 - c. Conductors shall be by Dodge, Anaconda, Rome General Cable or Southwire.
- B. Control and Signal Wire: Conductor type TFF, minimum size #16 copper and fully color-coded, shall be used. Conductors shall be by Anaconda, Houston Wire & Cable, General Cable, Phelps Dodge, Rome, or Southwire.

2.24. WIRING DEVICES:

- A. General: Manufacturer's and catalog numbers listed are used to establish style, type and quality. Unless otherwise indicated on drawings, all wiring devices shall be UL listed, side-wired specification grade.
- B. Manufacturers: Equal devices by Hubbell, Leviton, Eaton and P & S will be accepted. All devices shall have plaster ears.
- C. Wall switches: 120/277V, 20A, AC, flush enclosed, quiet type switches with thermoplastic body and polycarbonate toggles. Switches shall meet Federal Specification WS-896. Switches shall be, Hubbell 1200 series, Leviton 1200 series, Eaton AH1200 series or P & S PS20AC series single pole, 2-pole, 3-way, or 4-way as required.
- D. Duplex receptacles (general purpose): 125V/20A flush duplex back and side wired hard use specification grade receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal and break-off fins for converting to 2-circuit use. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S 5362, Hubbell CR20, Eaton 5362 or Leviton 5362.
- E. Tamper Resistant Duplex receptacles, 125V/20A flush duplex, hospital grade, tamper resistant receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S TR62-H, Eaton TR8300 or Hubbell HBL8300SGDuplex combination 125/250-volt receptacles: receptacles shall be 20 amp, combination 125 volt (NEMA 5-20R)/250-volt (NEMA 6-20R) grounding receptacles.
- F. Isolated Ground Receptacles: 125V/20A, NEMA 5-20R configuration, equal to Hubbell #IG5362, Eaton AHIG5362, Leviton #5362-1g, or P & S IG6300. IG receptacles shall be same color as general-purpose receptacles with an orange triangle on the face – fully orange colored receptacles shall not be acceptable.
- G. Ground Fault Circuit Interrupt Receptacles: 125V/20-amp ground fault circuit interrupting receptacle for personnel protection, NEMA 5-20R configuration, Equal to Hubbell #GF5362, Leviton #6599, Eaton SGF20 or P & S 2091. Each GFCI symbol on drawing indicates a GFCI type receptacle. Do not through-wire non-GFCI receptacles from GFCI receptacles where ground fault protection is required. All exterior receptacles shall be ground fault interrupting type with weatherproof coverplates.
- H. Faceless Ground Fault Circuit Interrupter: 125V, 20-amp ground fault circuit interrupter UL listed for personnel protection, equal to Hubbell GFR5350 Series, Leviton 6490, Eaton SGFD20 or Pass & Seymour Series 2081.
- I. Single Receptacles: Flush Bakelite receptacles with side wiring and grounding terminal, voltage, amperage, and configuration as required for circuit indicated.

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- J. Each single or multi outlet receptacle, other than straight blade, 15 or 20 amp, 120 volts, NEMA 5-15R or NEMA 5-20R, shall be provided with matching cord plugs.
- K. Multioutlet Assemblies, Strip outlets, 15 amp, 125V, grounded, outlets on 6" centers, equal to Wiremold V20GBx06. Where x = length indicated on the drawings.
- L. Plugs for kitchen equipment to be plugged into wall mounted straight blade receptacles shall be angled type.
- M. Wiring devices shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and gray. Devices connected to the emergency generator shall be red in color.
- N. All receptacles shall be tamper-proof type receptacles where required by the National Electrical Code.
- O. Pin and Sleeve Devices:
 - 1. Pin and Sleeve Devices shall be watertight plugs and receptacles of the ratings shown on the legend and/or schedules.
 - 2. Devices shall be listed to UL Standard 498 and UL Classified to IEC Standards 309-1 and 309-2.
 - 3. Devices shall be furnished as matching plugs and receptacles with cast aluminum angled backbox.
 - 4. Devices shall be manufactured by Hubbell, Leviton, Eaton or P&S.

2.25. DEVICE PLATES:

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

2.26. GROUNDING:

- A. Ground Rods shall be 3/4" x 10' copperclad steel.
- B. All grounding conductors shall be copper.

2.27. DATA AND TELECOMMUNICATIONS SYSTEMS:

- A. Qualifications of Data and Telecommunications Systems Installer:
 - 1. The Cable installer sub-contractor shall be properly licensed and established in the business of data and telecommunications systems installation.
 - 2. Data and Telecommunications Cable Installers shall be certified as installers by BiCSi. Proof of Certification shall be provided prior to beginning installation.
 - 3. Cable installers shall be certified by the cable manufacturer and the connectivity hardware manufacturer and the entire structured cabling system covered by a manufacture/installer 15 year, minimum, warranty. Proof of Certification and Warranty agreement shall be provided prior to beginning installation.

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- B. Data and Telecommunications Outlets:
 - 1. Data and Telecommunications outlets shall be modular, Category 6 outlets configured for T568B (AT&T) termination. See drawings for model numbers.
 - 2. Modules shall be mounted in brackets that allow use of standard receptacle faceplates. See drawings for model numbers.
 - 3. The face of modules/jacks shall be flush with the face of the coverplate.
 - 4. Each outlet coverplate shall be capable of housing a minimum of four (4) data/telecommunications jacks.
 - 5. Each Phone/Data outlet shall have a minimum of two (2) RJ45 Category 6 jacks installed, one telephone and one data.
 - 6. Wall phone outlets for hanging phones shall have a stainless steel coverplate with integral lugs for modular wall hung phone installation complete with jack. Wall phone outlets shall be equal to Hubbell Series 630 plates.
 - 7. All unused jack ports shall be equipped with matching blank filler.
 - 8. Architect to select color of faceplate.
- C. Telecommunications and Data Cables:
 - 1. Cables shall be warranted for a period of 15 years by the manufacturer and installing contractor.
 - 2. Data Cables:
 - a. Data cables shall be as called out on drawings.
 - b. Cable shall be plenum rated where required.
 - c. Cables shall be manufactured by Berk-Tek, Systimax, or Belden.
 - 3. FiberOptic Cable:
 - a. Fiber Optic Cable shall be as called out on drawings.
 - b. Cables shall be manufactured by Berk-Tek, Systimax, or Belden.
 - 4. Communications Cables:
 - a. Speaker cable shall be 22 gauge, 4 conductor, aluminum foil shielded cable, with drain wire equal to Belden #5502FE or Comtran #6302.
- D. Warranty: The entire Cat 6 and cabling system shall be warranted in writing by the cable manufacturer and certified contractor for a minimum of 15 years.

2.28. LIGHTING FIXTURES

- A. General:
 - 1. All Lighting Fixtures shall be UL labeled.
 - 2. Fixtures installed in fire rated ceilings or ceiling assemblies shall be rated for installation in fire rated ceilings.
 - 3. Furnish fixtures complete with lamps, ballasts and internal wiring factory installed.
 - 4. Fixtures shall be furnished as specified herein and as shown on the fixture schedule on the plans. Catalog numbers shown are for basic units; furnish all fixtures complete with flexible connections, trim, plaster frames, and all other appurtenances necessary to the installation.
 - 5. Substitutions: Reference to a specific manufacturer's product is made to establish a standard of quality and design, and to give a general description of the basic type desired. Equal products by the listed manufacturers will be accepted subject to the Engineer's approval.
 - 6. It shall be the responsibility of the contractor to verify the exact type ceiling, type fixture mounting and trim, and recessing depth of all recessed fixtures prior to purchasing any fixtures.
 - 7. Stems on stem mounted fixtures shall be approved ball aligner type, swivel 30 degrees from vertical with swivel below canopy. Paint stems the same color as the fixture trim. Stems in unfinished areas may be unpainted conduit.
 - 8. High and low bay fixtures shall be equipped with safety chains. Every suspended fixture in Gymnasium shall have safety chains.

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9. Fixtures installed on the exterior of buildings, on poles, or on pedestals shall be rated for wet location installation.
 10. All lighting fixtures installed in gymnasiums, hangars or similar use areas shall be provided with wire guard.
- B. Emergency and Exit lighting Fixtures shall be equipped with a Self-testing module which shall perform the following functions:
1. Continuous monitoring of charger operation and battery voltage with visual indication of normal operation and of malfunction.
 2. Monthly discharge cycling of battery with monitoring of transfer circuit function, battery capacity and emergency lamp operation with visual indication of malfunction. The battery capacity test may be conducted by using a synthetic load.
 3. Manual test switch to simulate a discharge test cycle.
 4. Modules shall have low voltage battery disconnect (LVD) and brownout protection circuit.
 5. All lighting fixtures and exit signs shown as emergency on drawings shall be provided with a minimum 1100 lumen emergency battery ballast capable of 90 minutes of illumination. No exceptions.
- C. Lamps: Type and Lumen Output as scheduled.
1. LED bulb shape shall comply with ANSI C79.1. Lamp base shall comply with ANSI C81.61.
 2. Minimum CRI of LED lamps shall be 80 with a color temperature as shown on drawings.
 3. Rated life of all LED lighting shall be a minimum of 50,000 hours failure to 75% of lamp output.
 4. LED lighting shall be capable of dimming from 100% to 0%.

2.29. LIGHTING STANDARDS:

- A. Lighting Standards (Poles) shall be as specified on light fixture schedule anchor base poles rated for sustained winds' for the wind chart of this specific job's location and a 1.3 gust factor.
- B. Poles shall be of the length required to provide the scheduled fixture mounting height.
- C. Poles shall be factory predrilled for arm and fixture mounting.
- D. Hand holes shall be provided at the base end of the pole for wiring access. Handholes shall be a minimum of 3" x 5" with gasketed, weatherproof covers and stainless-steel mounting hardware.
- E. A grounding lug shall be provided inside the handhole.
- F. The poles shall be furnished with a dark bronze, corrosion resistant finish, applied after fabrication.
- G. The base plate shall be furnished with slotted holes for pole alignment.
- H. A base cover shall be furnished with the pole with matching finish.
- I. Anchor bolts shall be 36" long.
- J. Contractor shall include concrete bases for all exterior pole mounted and grade mounted lighting.

2.30. LIGHTING CONTROL SYSTEM:

- A. System description
 1. Install a lighting control system consisting of control panel(s), control switches, photocell and other controlling devices connected by low voltage and network wiring. The general operation of lighting and controlled loads shall include:
 - a. Interior lighting – manual switch control on/off with automatic time scheduled shut off for each space
 - b. Timed on/off loads – time on, time off

- c. Exterior lighting – photocell or astronomic on/time off, time on/photocell or astronomic off.
 - d. Exterior security lighting – photocell or astronomic on, photocell or astronomic off.
 - e. Requirements are indicated elsewhere in the specifications for work including, but not limited to, raceways and electrical boxes and fitting required for installation of control equipment and wiring.
- B. Submittals
- 1. Shop Drawings: Submit dimensional drawings of all lighting control system components and accessories.
 - 5. One Line Diagram: Submit a one-line diagram of the system configuration proposed if it differs from that illustrated in the riser diagram included in the contract drawings.
 - 6. Complete drawings: Submit shop drawings showing all components including, but not limited to, lighting control panels, relays, contactors, photocells, switches, occupancy sensors, and interconnecting control wiring. Submittals will be rejected without this.
- C. Manufacturers
- 1. The basis of the specified system is the Nexlight System. Any other system wishing to be considered must submit descriptive information 10 days prior to bid. Prior approval does not guarantee final approval by the Engineer.
 - 2. Manufacturer shall have a factory-trained technician within 150 miles of job site. Include in the bid at least three trips by the factory trained technician to the job site. One visit shall be for the beginning of construction. Second visit shall be to insure lighting control system is being installed correctly. The third site visit shall be for final programming and factory training for the Owner. Coordinate with owner representatives for final programming requirements. Coordinate final training with trainees, contractor, and engineer prior to site visit. Manufacturer shall provide additional site visits as needed to get their system working correctly at no additional cost to owner. Bid accordingly.
- D. Modular Relay Panels shall be UL listed and consist of the following:
- 1. Can: NEMA 1 enclosure that can accept an interior sized to accept up to 24 or 48 mechanically latching relays.
 - 2. Power Supply: Transformer assembly with two 40VA transformers with separate secondaries. Transformers include internal overcurrent protection with automatic reset and metal oxide varistor protection against power line spikes. Single unit provides either 115 or 277 VAC as required, 60 Hz +/- 10%.
 - 7. Cover: Surface or Flush as required, with captive screws in a hinged, lockable configuration.
 - 8. Interior: Bracket and intelligence board backplane with pre-mounted relays. Interiors shall be provided with up to 24 or 48 installed and tested relays.
 - 9. Panel shall be provided with an integral DIN rail mounting bar for easy installation of other system components.
 - 10. Features
 - a. Relays shall be individual relays with 20 Amp load contacts for ballast (including HID, magnetic or electronic type ballasts), tungsten, and general use, and shall be rated for 200,000 operations at full load. Relays shall use quick connectors and be individually replaceable to facilitate ease of use.
 - b. The lighting control panel shall be able to house multi-pole contactors for control of multi-circuit or multi-phase loads. Contactors shall be rated for 20 Amps tungsten, 30 Amps for ballast or general use and shall be compact, rail mount style for easy installation and use.
 - c. Lighting control panels shall provide a stagger up delay, override push buttons, pilot light outputs, and LED status light indicators for each relay.
 - d. For every 8 relays there shall be 8 standard, 2 master, and 1 after-hour switch inputs. Standard switch inputs shall have a one-for-one default assignment to relays. Master inputs shall be unassigned.

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- e. Switch inputs shall be self-configuring and shall not require programming to accept momentary on/ momentary off, push button (cycling), maintained, or 3 to 24VDC signal. Using any of these switch types shall not sacrifice the number of switch inputs available. Switch inputs shall allow switch wiring distances of up to 5000 feet on 20-gauge wire.
 - f. After-hour shut off control shall provide a true override time with a warning blink five minutes prior to shutting the relay output off. Any relay output's impending shut off will be canceled and the override period re-initialized through the operation of an assigned switch input. The override function shall be performed by the local control switch or telephone switch module and shall not require turning lights off and back on to reset the override time period regardless of the switch type used. The system shall provide the full after-hour override time period beginning from the moment of switch ON operation. After-hour shut off shall not be accomplished by repetitively sweeping relay outputs off by time schedule.
- E. ETHERNET MULTI-USER CONNECTIVITY – Automation Appliance (AA-BASE)
 - 1. System Description
 - a. A network appliance will provide multi-user, simultaneous access to the lighting system using standard TCP/IP and Web-browser software for user interface
 - b. The network appliance will include Ethernet, Serial ports and optional 56K BAUD internal modem.
- G. Features
 - a. Multiple users will be able to simultaneously connect to the IP address of the AA-BASE.
 - b. Users may be connected via an Intranet, or Internet depending upon network security limitations.
- F. System Clock
 - a. The system time clock shall be installed in the main or central panel of a multiple panel system or in each panel when individual panel time control is desired. The system clock shall provide time-based control with eight-year time back-up, non-volatile memory program storage, automatic daylight savings adjustment, selectable 12/24-hour time formats, and selectable date formats. All clock programming shall be accessible from the clock front display/keypad or via the Lighting Control Software.
- G. Features
 - 1. Control of 32 channels shall be available on the clock for control of any lighting control panel or relay pack connected on the network. Provide status and manual on/off control of each channel from the front display and keypad.
 - 2. Schedules shall be assigned to any combination of days of the week and/or 3 holiday day types. Other scheduling features shall include:
 - a. Temporary schedules – schedules that execute on an assigned day then automatically delete themselves from memory.
 - b. Duration on/off – turn channels on or off for a time period adjustable from 1 second to 18 hours.
 - c. Repeating schedules – repeat a schedule at intervals that are adjustable from 5 minutes to 10 hours.
 - 3. 32 perpetual holidays assigned to any one of three holiday day schedules and continuing for 1 to 120 days. Holiday dates shall be specific day/month/year, or perpetual dates including day/month/all years or day of the week in a given month every year, or self-calculating Easter Sunday.
 - 4. Astronomic capability for calculating sunrise and sunset based on time, latitude, longitude, and time zones. All scheduled astronomic/time operations shall be interlocked so loads are not turned on when astronomic off times are earlier than scheduled on times or astronomic on times are later than scheduled off times. Each schedule shall have an independent astronomic offset of $\pm$ 120 minutes.

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5. Following a power outage, the system clock shall run a start-up process that executes schedules that would have been missed during the power outage.
- H. Lighting Control System Software
1. Lighting control system software that is Windows and PC based shall be provided for system configuration and operation. The software shall have on-line programming and off-line programming for later upload/download. PC and software are not required to remain on-line with the system for normal operation.
 3. The software shall have password protection (which can be enabled/disabled) and four functional access levels and shall support multiple site operation by either direct connect to the network or via phone line modem dial-in.
 4. Lighting control system software shall be capable of linking switch inputs to relay outputs, retrieving links, viewing relay output status, controlling relay outputs, simulating the operation of switch inputs, setting device addresses, and assigning switch input and relay output personality attributes.
 5. System clock operation from the software shall provide programming of schedules, programming of holidays, setting clock preferences, and controlling clock channels. Multiple clock schedule profiles shall be available allowing easy programming of new clock schedules for changing shifts, special schedules or events.
 6. In the software, system devices, switch inputs, relay outputs, controlled circuits and system clock channels shall have alphanumeric descriptor fields providing user defined labels for easy identification.
 7. Reports from the software shall generate complete device listings including all switch inputs and outputs, switch input to relay output linking report, system clock scheduling report, system clock holiday scheduling report, and control panel schedule reports. All reports shall be easily printed in a readable format.
- I. Ethernet Router
1. Ethernet tunneling router that provides the capability of the lighting control system to communicate over a standard TCP/IP Ethernet system. This system may be a Local Area Network or Wide Area Network that supports standard TCP/IP communication.

2.31. SAFETY SWITCHES:

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

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contractor when there is conflicts with NEC clearances, access to space, or servicing of equipment. Architect/Engineer will have final judgment of proper location.

- L. Disconnects serving an elevator shall be NEMA 3R and provided with auxiliary contacts.

2.32. MOTOR RATED SWITCHES (WITHOUT OVERLOAD PROTECTION):

- A. Motor Rated Switches without overload switches shall be rated for motor starting operation.
- B. Switches shall be 20 or 30 amp, two or three-pole as required for the application.
 - 1. 20-amp two pole switches shall be 277 volt rated equal to Pass & Seymour #20AC2-HP.
 - 2. 30-amp two pole switches shall be 277 volt rated equal to Pass & Seymour #30AC2-HP or #7802 for higher HP applications.
 - 3. Three pole switches shall be 30-amp, 600 volt switches equal to Pass & Seymour #7803.
- C. Switches installed for site disconnect switches shall be equipped with padlocking provisions.
- D. Motor Rated Switches shall be equal to Pass & Seymour #7801 or #7830 outdoor locations, installed with tamper proof screws.

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

- A. Starting and thermal overload protection for single phase motors 1/8 Hp to 1 HP shall be provided by manual motor starters with overload units rated as required by the specific motor to be served.
- B. Switches installed for site disconnect switches shall be equipped with padlocking provisions.
- C. Starters shall be by Cutler Hammer, General Electric, or Siemens with NEMA Type 1 enclosure or NEMA Type 3R enclosure where installed outdoors.

2.34. INTEGRAL HORSEPOWER MANUAL MOTOR STARTERS:

- A. General: Manual motor starters for three phase motors shall be Integral Horsepower type sized as required for the motor served. Unless otherwise indicated, starters shall be full line voltage, single speed, and non-reversing type with push-button start-stop operation.
- B. Enclosures: Starters shall be furnished with NEMA 1 surface mount enclosure or NEMA 3R enclosures for outdoor installation unless otherwise indicated.
- C. Thermal protection: Each starter shall be equipped with thermal overload protection in all ungrounded phases. Protection shall consist of thermal overload relays meeting NEMA ICS 2, mounted within the starter. The proper size and number of heater elements shall be installed in each starter.
- D. Starters shall be by Cutler Hammer, General Electric, or Siemens with NEMA Type 1 enclosure or NEMA Type 3R enclosure where installed outdoors.

2.35. FUSES:

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

2.36. LABELING:

- A. Provide laminated plastic nameplates for each panelboard, equipment enclosure, relay, switch, and device.

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

2.37. PHOTOCELLS, TIME SWITCHES AND CONTACTORS:

- A. Photocells: Units shall have 1" diameter, hermetically sealed, cadmium sulfide sensing cell with 3-prong NEMA locking plug, rated for wet locations. Units shall have built-in time delay. Units shall be equal to Tork 5231 of correct voltage to match load or use with matching receptacle equal to Tork 2421.
- B. Time switches:
 - 1. Unless otherwise indicated on drawings, time switches shall be 24-hour electromechanical type having synchronous motor drive with two single pole double throw contacts rated 20 amps minimum.
 - 2. Unit shall have spring back up, with automatic rewind, capable of providing 16 hours minimum of reserve power upon electric power failure.
 - 3. Units shall be furnished in an enclosure, NEMA 1 indoor and NEMA 3 outdoors. Enclosures shall be flush mount unless otherwise indicated on drawings.
 - 4. Units shall be Tork 7120L, or equal by Paragon or Sangamo.
 - 5. Time switch(es) shall be digital, seven day format, two channel time switches with 9v lithium battery 30 day back-up and with metal indoor enclosure. The controllers shall be equal to Tork #DW200A-Y.
- C. Contactors: Units shall be electrically held or electrically operated mechanically held, as indicated on drawings, and shall be recommended by manufacturer for type of load served.
- D. Contacts shall double-break type of same ampere rating as line side circuit wiring.
- E. Contacts shall be field-convertible to normally open or normally closed.
- F. Contactor coils shall be encapsulated. Electrically held contactors shall have continuously rated coils. Mechanically held contactors shall be equipped with coil-clearing contacts to energize coils only when switching.
- G. Units shall be furnished in an enclosure, NEMA 1 indoor and NEMA 3 outdoors.
- H. Units shall be equal to GE CR460 series in NEMA 1 or NEMA 3R enclosure as indicated.

2.38. FIRE ALARM SYSTEM (ADDRESSABLE):

- A. General: The contractor shall furnish and install a complete power limited automatic and manual fire alarm system, as specified herein and indicated on the drawings. The system shall include a central control panel, power supply, signal initiating devices, audible and visual alarm devices, provisions for connection of remote monitoring, a wiring system, and all necessary devices required to provide a complete operating system. The system shall comply with the applicable provisions of the National Fire Protection Association Standard Number 72 and meet all requirements of the local authorities having jurisdiction. The Underwriter's Laboratories, Incorporated, or approved by the Factory Mutual Laboratories shall list all equipment and devices. The equipment shall be EST. No deviation will be considered unless submittals are received and approved in writing, not less than ten days prior to bid date.
- B. Fire Alarm Document Box: The contractor shall furnish and install a fire alarm document enclosure as mandated by NFPA 72 Chapter 7.7.2.1. The system records documents box shall be constructed of 18 gauge cold rolled steel. It shall have a red powder coat epoxy finish. The cover shall be permanently screened with 1" high lettering and read "FIRE ALARM

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DOCUMENTS" with white indelible ink. The access door shall be locked with a ¾" barrel lock which is keyed the same as the manufacturer's fire alarm panel. The enclosure shall supply 4 mounting holes to securely fasten to the wall. Inside the enclosure will accommodate standard 8.5" x 11" manuals and loose document records that may be placed in a three-ring binder. All documents & software will be protected within the enclosure. A legend sheet will be permanently attached to the door for system required documentation, key contacts, and system information. The fire alarm document will have securely mounted inside the enclosure a minimum of 4 Gigabyte digital flash memory drive with a standard USB type B connector for uploading and downloading electronic information. The drive shall not be accessible without tools to any person who gains access to the enclosure. The enclosure shall also provide 2 Key ring holders with a location to mount standard business type cards for key contact personnel. The password to the fire alarm programming shall be provided to the owner in the fire alarm document box. The password must be provided, fire alarm contractors that refuse to give password will not be accepted. Contractor will be responsible for replacing the entire fire alarm system at their cost and cost of delaying the project if password is not provided.

- C. Control Panel: The control panel shall be an addressable type panel capable of handling up to 256 devices, with 60-hour minimum standby battery. The panel shall provide for the connection of alarm circuits as indicated and shall include the following features.
1. The fire alarm panel shall detect the operation of any initiating device, indicate by annunciator lamps the area of the alarm condition, and operate all alarm auxiliary devices.
 2. A pilot light shall normally be on, indicating that the system is receiving power from the building service supply. A failure of the building service supply shall cause the lights to go out.
 3. A trouble light and trouble buzzer, operating together, shall signal any trouble condition. Failure of the building service supply, disarrangement in the system wiring, or alarm condition shall cause that trouble light to come on and the trouble buzzer to sound. A self restoring silencing switch shall be provided to silence the trouble buzzer, which shall be arranged so the trouble light will remain on until the system is restored to normal.
 4. All notification signals shall be automatically locked in at the control panel until the operating device is returned to its normal condition, and the panel is manually reset. A switch shall be provided on the control panel for silencing the notification devices. The manual reset switch and the alarm-silencing switch shall be of the self-restoring type, which cannot be left in the abnormal position.
 5. The control panel shall provide relay contacts, of quantity as shown on the drawings, for control of heating, ventilation and air conditioning equipment. Such contacts shall be connected to air conditioning equipment, as indicated on drawings, for shutdown of individual units. Unit shutdown shall be initiated by duct-mounted smoke detectors unless otherwise indicated. Operation of any initiating device shall open all control contacts and release all mechanically held doors.
 6. The control panel shall be equipped with a front mounted Drill switch.
 7. Metal oxide varistors (MOV's) shall be provided on the system power supply and the municipal connection circuit to provide transient suppression protection to the control panel.
 8. Power Supply: The power supply shall be 24 Volt DC, filtered and regulated, and shall provide sufficient power for all system functions. The fire alarm system main power supply shall operate at 120 Volt AC obtained from the building service. The 120-volt AC main power shall be converted to low voltage direct current for system operation. The system shall operate on 24 volts DC with trickle charged batteries provided as an emergency source of supply for operating the system in the event of interruption of main power. A changeover relay in the control panel shall transfer to standby power automatically upon main power failure and automatically reconnect to main power upon restoration.
 9. **Fiber Optic Cards. The control panel and all remote nodes shall be equipped with fiber optic, node-to-node capabilities at time of installation. Fiber Optic**

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Transmission Cards shall be equal to EST Model SMXLO. All buildings shall be connected via fiber. No copper connections will be permitted.

- 10. In existing building, all panels, annunciators, and other items shall be converted/upgraded to new panels with fiber nodes to allow for fiber only connection of new building(s). Once project is completed the system shall be a fully functional code compliant system. No allowances will be made for changes due lack of knowledge of existing system and what will be required to upgrade to fiber optic connected panel after the bid. Contractor shall verify number of annunciators and all other equipment to be replaced prior to bid.**

- D. Manual Stations: Manual Fire alarm stations shall be an addressable double acting, semi-flush mounted type. Stations with two sets of contacts will not be acceptable.
- E. Smoke Detectors: Smoke detectors shall be addressable photoelectric type with base.
- F. Heat Detectors: Addressable 135 degree/rate of rise type with base.
- G. Duct Mounted Smoke Detectors: Duct detectors shall be addressable photoelectric type with sampling tube.
- H. Contractor shall be responsible for coordinating prior to bid with mechanical drawings to confirm all duct mounted smoke detector locations and quantities. Contractor shall include in their base bid price the cost of all additional duct mounted smoke detectors and circuitry needed for locations.
- I. Duct Detector Remote Test Station: Test stations shall be keyed with indicator light.
- J. Audible/Visual Notification Devices: Audible/visual notification devices shall be four wire, horn/strobe units capable of 90 dB audible output, 100 candela-second output, shall be ADA compliant. Devices using incandescent lamps will not be acceptable.
- K. Mini-Horn Audio/Visual Notification Devices: Mini horn Audible/visual notification devices shall be a four wire, horn/strobe units capable of 82 dB at 10' audible output, 75 candela-second visual output set for the lower audio output. Devices using incandescent lamps will not be acceptable.
- L. Visual Notification Devices: Visual notification devices shall be strobe units capable of 100 candela-second visual output, shall be ADA compliant. Devices using incandescent lamps will not be acceptable.
- M. Remote Amplifier: Remote amplifiers shall be 120 watt with battery backup.
- N. Interface Relay:
 - 1. Provide addressable control modules equal to Notifier #CMX-2 or interface relays equal to Notifier #MR-101/CR as required for interface of the Fire Alarm System with HVAC shut down, door holders, kitchen hood fire suppression system, and fan shut down, and any other locations required for proper interface and operation of systems.
 - 2. A control module or interface relay shall be provided for each duct mounted smoke detector and shall be the point of interface between the Fire Alarm System and the HVAC Control System.
 - 3. Contacts shall be rated for 10 A at 120 V.
- O. Flow and Tamper switch Monitoring: Individual Addressable Module.
- P. Elevator Monitor and Interface: Individual Addressable Module.
- Q. Telephone Line Circuit: Terminals and other necessary facilities shall be provided in the control panel to permit automatic transmission of trouble and alarm signals over leased or private owned telephone cable to the fire, police, or other continuously manned facility, so designated for response to fire emergency.
- R. Single Station Smoke Detectors: Photoelectric type, 115 VAC. Provide complete with 9 VDC battery backup.
- S. Single Station Smoke Detectors, ADA Compliant: Photoelectric type, 115 VAC. Units must be capable of producing 100 candela visual output and 85 dB audio output. Detector shall be

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listed by the manufacturer as being ADA compliant. Provide complete with 9 VDC battery backup.

- T. Auxiliary Remote Power Supplies/Notification Appliance Circuit Extenders (NAC Panels):
 - 1. Provide auxiliary power supplies and/or NAC Panels where required for notification devices, door holders, annunciators, or for other devices requiring supplemental power.
 - 2. Remote power supplies shall include a filtered and regulated 24 VDC output, provisions for automatic transfer to battery back-up in case of primary power failure, and batteries sized for 60 hours of operation.
- U. All devices installed on the exterior shall be weatherproof.

2.39. AREA OF RESCUE ASSISTANCE COMMUNICATION SYSTEM

- A. Furnish, install and place into operation a Rescue Assistance System for this building as indicated on the drawings and as specified herein.
- B. System Operations:
 - 1. A common annunciator shall be provided at the main building entrance where shown on the drawings to indicate light and tone signals from multiple remote call stations.
 - a. When the call station switch is activated, a red LED button illuminates and a one shot tone sounds.
 - b. When the alarm signal is acknowledged, the remote call station is signaled with a flashing light and tone.
 - c. Voice communication with the remote call can then be initiated from the annunciator.
- C. The Area of Rescue Assistance Communication System shall provide audio and visual communications between the Area of Rescue and the Main Entrance.
- D. Annunciator
 - 2. An alternate action switch with internal LED indicator shall be included for each zone.
 - a. A yellow LED light on the zone switch shall illuminate and the alarm shall emit a repeating sound if the supervised wiring is faulted.
 - 3. An audible alarm shall be mounted on the annunciator panel, which will emit a minimum sound level of 90 db at 30 cm when a remote station calls.
 - a. Depressing the zone switch will answer a zone and open the intercom line to the zone.
 - 4. The front panel shall have silk-screened zone designations and operating directions as well as zone designation strips.
- E. Remote Call Stations
 - 5. The station shall have hands free voice communication with the annunciator.
 - 6. The station shall have silk-screened operating instructions.
 - 7. The station shall be flush wall mounted on a 2-gang stainless steel plate with a 48" maximum mounting height for forward reach, and a 54" maximum for side reach.

PART 3 - EXECUTION

3.01. GENERAL:

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

3.02. ELECTRICAL SYSTEM DEMOLITION:

- A. Before any new work begins the Contractor shall determine and document in writing to the satisfaction of the Engineer the condition of existing electrical work and auxiliary systems that are to remain in service. After the new work begins any existing electrical work or systems that are found to be inoperative or defective and not so documented shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- B. Existing electrical equipment and materials to be reused shall be tested and repaired as required and installed for first class operation.

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- C. General: The manner-in-which the remaining portions of the electrical system are terminated, supported and generally maintained for permanent use shall comply with all applicable regulations of the National Electrical Code, applicable NFPA codes and any local codes.
- D. Refer carefully to construction drawings prior to commencing with demolition to determine the intent of demolition. Contact the Engineer if there appears to be any conflict between the demolition and construction drawings.
- E. See "Renovation" Section regarding modification and relocation of circuits.
- F. Phasing: Phasing shall be as coordinated by the General Contractor.
- G. Work in Occupied Areas: Coordinate work carefully with General Contractor to provide minimum disruption to occupied portions of project. Provide minimum of 24 hours advance notice to Owner of demolition activities that will affect Owner's normal operation.
- H. Protections: Take necessary measures as required for protection of the Owner's personnel and the general-public, as well as Owner's property. Provide temporary barricades, partitions, bracing, and weather protection as needed. Remove all temporary protections at completion of work.
- I. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. Maintain portable fire suppression equipment during flame-cutting operations.
- J. System Protection: Protect and maintain all portions of existing system not indicated for demolition, including but not limited to light fixtures, panelboards and circuits.
- K. Fire Protection: Coordinate with general contractor to ensure that all penetrations of fire-rated decks and partitions are properly sealed.
- L. Removal of Circuits: All circuits indicated for removal shall be entirely removed, including raceway, back to take-off point or as far as possible without chasing (unless chasing is indicated). Where it is not possible to remove conduit, all conductors shall be removed and the conduit shall be permanently capped. Floor outlets indicated for removal shall be entirely removed, including outlet box, and capped below floor level (minimum 4" below floor level if in slab).
- M. Where floor slab is damaged in the course of demolition, it shall be permanently repaired as soon as practicable.
- N. Leave existing branch circuits and feeders which run through reworked areas and serve existing equipment to remain in service, continuous and uninterrupted.
- O. Where service interruptions are required, obtain approval for interruptions in writing from Architect 14 days prior to interruption. Submit schedule of work to be performed and the time required to accomplish work with request for interruption.
- P. Disposition of Material: Where electrical equipment is indicated for removal and not indicated for re-use, the owner shall have the option of taking possession of the equipment, the Contractor shall deliver any such material to a local site designated by the owner. The Contractor shall be responsible for disposing of all other materials in accordance with applicable codes and laws.

3.03. ELECTRICAL SYSTEM RENOVATION:

- A. General: Provide renovations as indicated on drawings and specified herein as required for a complete, operational system, even though every item is not indicated.
 - 1. This Section is intended to serve as a supplement to the applicable sections within this Division, and in no way relieves the contractor from the requirements of any other Section.
 - 2. All renovations shall comply with all applicable regulations of the National Electric Code, applicable NFPA codes and any local codes

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- B. Materials and workmanship: Execute all work presenting a neat and workmanlike appearance when completed. Except where otherwise indicated, all materials shall be new, UL approved where a standard has been established. Where specific means and methods for affecting renovations are not covered in drawings and specifications, the contractor shall exercise prudent judgment in following accepted practices.
- C. Modifications: All major deviations from the drawings and specifications shall be approved in writing by the Engineer.
- D. Inspection:
 - 1. Inspect all existing electrical system components which are accessible, including fixtures, wiring devices, raceway and panelboards.
 - 2. Perform minor repairs to loose or damaged connections, damaged or missing supports, replacement of broken devices, replacement of missing plates and junction box covers and other visible damage or disrepair.
 - 3. Report major damage to Engineer.
- E. Renovation Services: In addition to the scope of work indicated on the drawings and specified herein, it shall be the responsibility of this Division to provide minor modification and repair services made necessary to electrical system components through the normal course of renovation. Such services shall include but not be limited to minor repair or relocation of branch circuits necessitated by the work of other trades, as coordinated by the General Contractor.
- F. Penetrations: Coordinate penetrations of existing walls, decks, and roofs required for electrical system with General Contractor. Do not cut structural members without the prior consent of Structural Engineer.
- G. Raceway.
 - a. Unless specifically indicated otherwise, existing raceway may not be used.
 - b. Where existing raceway is indicated for possible re-use, it shall be the responsibility of this Division to verify that the condition and configuration of the raceway is in compliance with the NEC.
- H. Panelboards: Where new circuits are run to an existing panelboard, thoroughly inspect the panelboard for any indications of arcing, overheating, or other damage. Report damage to the Engineer. Unless specifically allowed, tandem circuit breakers shall not be utilized.
- I. Clearing of Neutral Faults: Any and all neutral faults to ground on existing system shall be corrected.
- J. Service Ground: Visually inspect existing service ground electrode system for damage and code compliance. Check continuity from panel to each electrode with a meter. Make repairs as required.
- K. Lighting Fixtures: Where existing lighting fixtures are indicated for re-use, they shall be thoroughly cleaned and re-lamped, no exceptions. Where existing lighting fixtures are indicated for replacement, it shall be the responsibility of this Division to verify the compatibility of new fixtures with existing ceiling type, existing penetrations, available support, and other existing conditions prior to submittal of fixtures. Any variances or required modifications shall be clearly indicated on the fixture submittal.
- L. Backfilling, Grading, and Sodding:
 - 1. Restore surface features, including vegetation, at areas disturbed by Work of this Section.
 - 2. Reestablish original grades, unless otherwise indicated.
 - 3. If sod has been removed, replace it as soon as possible after backfilling is completed.
 - 4. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition.
 - 5. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces.
 - 6. Restore disturbed paving as indicated.

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3.04. GROUNDING:

- A. Bond the neutral conductor and various conductive materials in the building per NEC Article 250.
- B. Grounding Electrode System: A bare copper grounding conductor shall be bonded to grounding electrodes as specified below. This conductor shall serve as ground for system neutral and for building equipment bonding. Where conductor is #6, or smaller, or is subject to injury, it shall be run in conduit, Schedule 80 PVC or Rigid Galvanized to which the conductor shall be bonded at both ends.
 - 1. Grounding electrodes shall be as follows:
 - a. Cold water piping, if metal and in direct contact with the earth for 10 feet or more, at the point of entry into the building. Attach ground conductor to cold water piping with UL approved bronze clamp.
 - b. Building structural steel, if present and accessible.
 - c. Grounding electrode shall be attached with exothermic weld connection or irreversible crimp type connector similar to Burndy YGHR connectors. Crimps must be made with Burndy tool approved by the manufacturer for setting irreversible crimp connections.
 - d. Foundation reinforcing bar system. Coordinate with General Contractor to provide turned up re-bar (sleeved) near service point for attachment of grounding electrode above grade. Grounding electrode shall be attached with UL approved exothermic weld connector.
 - e. Driven ground rod(s).
 - 1) Three 3/4" x 10' copper weld rods shall be driven into the ground at the lowest point adjacent to the building, spaced a minimum of 10' apart.
 - 2) Ground rods shall be driven to 12" below grade.
 - f. Grounding electrode shall be attached with exothermic weld connection or irreversible crimp type connector similar to Burndy YGHR connectors. Crimps must be made with Burndy tool approved by the manufacturer for setting irreversible crimp connections.
 - g. Existing grounding electrode system. If an existing electrical service is in place, it must be bonded to the new grounding electrode system.
- C. Connections to grounding rods, building structure, counterpoise, and conductor junctions shall be made by exothermic weld unless specifically noted otherwise.
- D. Electric system (neutral) ground: The current carrying neutral leg of the wiring system shall be of insulated conductor and shall be connected to the grounding electrode conductor only via the neutral connection at the service equipment. Each branch circuit or multi-outlet branch circuit shall be provided with a dedicated neutral conductor.
- E. Equipment grounding conductors:
 - 1. An equipment grounding conductor (copper with green insulation except where bare copper is used) shall be provided in all wiring raceways.
 - 2. Sizes shall be in accordance with NEC 250.
 - 3. The equipment grounding conductor shall originate in the same panelboard, panelboard section, as the circuit conductors.
 - 4. The equipment grounding conductor bonding the sections of multi-section panelboards shall be sized per NEC 250.
 - 5. The equipment grounding conductor is not included in number of branch circuit conductors indicated on the drawings.
- F. Gas piping: Bond interior above grade gas piping to the grounding electrode.
- G. Isolated ground:
 - 1. Where isolated ground receptacles are indicated, a separate insulated isolated grounding conductor shall be run back to the point of origin in the service panel.
 - 2. Where panelboards are fed from step down, dry type transformers, the isolated grounding conductors shall be terminated on a separate grounding buss in the panelboard. The isolated grounding conductors shall not pass through the panelboard.

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3. Isolated grounding conductors shall be color-coded green with yellow stripe (green and yellow tape on black conductors).
 4. A separate insulated ground bar may be installed in panels for connecting the isolated grounding system.
 5. The isolated grounding conductor between panels shall be the same size as the equipment grounding conductor.
 6. The isolated grounding conductors are not included in the number of branch circuit conductors indicated on drawings.
 7. Isolated ground outlets shall not share phase conductors or neutral conductors with any other circuits and shall not be circuited as multi-outlet branch circuits.
 8. An isolated ground branch circuit shall consist of the following:
 - a. One phase conductor
 - b. One neutral conductor
 - c. One isolated ground conductor
 - d. One equipment ground conductor
 9. These conductors may be installed in raceway with non-isolated ground circuits, but only both circuits may utilize the equipment grounding conductor. Isolated ground receptacles may be installed with an adjacent convenience receptacle in a two-gang box.
- H. Telephone service ground: provide a minimum #6 bare, solid copper grounding conductor from the electrical service grounding connection to the TBB. Leave six (6) feet minimum of free conductor. Install the conductor in PVC conduit where inside the building.
- I. Computer backboard ground: provide a minimum #6 bare, solid copper grounding conductor from the electrical service grounding connection to the CBB. Leave six (6) feet minimum of free conductor. Install the conductor in PVC conduit where inside the building.
- J. Fence grounding:
1. Fences shall be grounded on each side of all gates, at each corner, at the closest approach to each building located within 50 feet of the fence, and where the fence alignment changes more than 15 degrees. Grounding locations shall not exceed 650 feet apart.
 2. Each gate panel shall be bonded with a flexible bond strap to its gatepost.
 3. Fences crossed by power lines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet on each side of crossing.
 4. Grounding conductor shall consist of No. 8 AWG solid copper wire. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods.
 5. Ground rods shall be 3/4 inch by 10-foot long copper-clad steel rod. Rods shall be driven into the earth so that the top of the rod is at least 6 inches below the grade. Where driving is impracticable, rods shall be buried a minimum of 12 inches deep and radially from the fence. The top of the rod shall be not less than 2 feet or more than 8 feet from the fence.
 6. After installation the total resistance of fence to ground shall not be greater than 25 ohms.]
- K. Metal Lighting poles: Provide a grounding electrode at poles supporting outdoor lighting fixtures in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.
- L. Common Ground Bonding with Lightning Protection System: Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor and install in conduit.
- M. Counterpoise:
1. Ground the steel framework of the building with a driven ground rod at the base of every corner column and at intermediate exterior columns at distances not more than 60 feet apart, and a minimum six (6) feet away from the building and three (3) feet away from any building overhang.

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2. Provide a grounding conductor (counterpoise), electrically connected to each ground rod and to each steel column, extending around the perimeter of the building. Use tinned-copper conductor not less than No. 2/0 AWG for counterpoise and for tap to building steel.
 3. Bury counterpoise not less than 18 inches below grade and 24 inches from building foundation.
- N. Grounding electrode resistance shall be less than 15 ohms. The resistance of the grounding electrode shall be tested by the Fall of Potential Method.
 - O. Lighting Standards (Poles): Install 10' driven ground rod at each pole. On non-metallic poles, ground metallic components of lighting unit and foundations. Connect fixtures to grounding system with No. 6 AWG conductor.
 - P. Each grounding conductors at the service entrance ground bus bar shall be provided with a brass round identifying tag. Tag shall indicate where ground wire is terminated.

3.05. SLEEVES, INSERTS, AND SUPPORTS:

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

3.06. BELOW GRADE THRU WALL WATER SEALS:

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

3.07. FIRE STOPPING:

- A. The Electrical Contractor shall be responsible for firestopping of all penetrations of fire rated partitions made by any and all lighting, power, and auxiliary circuiting, sleeves and/or equipment.
- B. The Electrical Contractor shall submit manufacturers' UL System drawings for the systems to be utilized. The systems shall be compatible with the partition ratings as indicated on the Architectural drawings and in accordance with details on the Electrical drawings.
- C. Penetrations of fire rated partitions shall be sealed with an approved fire sealant resulting in the completed penetration having the same fire rating as the partition.
- D. The installation shall be in accordance with the manufacturer's UL system detail and installation instructions to attain the required fire partition rating.

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- E. Empty sleeves through 1 and 2 hour rated partitions shall be plugged with mineral wool.
- F. Sleeves through 4 hour rated partitions shall be plugged with mineral wool and fire stopping material.

3.08. CONDUIT INSTALLATION:

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

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1. Generally, follow the conduit layout shown on the drawings. However, the layout is diagrammatic only and must be adjusted for structural conditions, built-in equipment and other factors. Offsets are not indicated and must be furnished as required.
 2. Install all conduits concealed except in equipment rooms and where exposed runs are specifically indicated.
 3. Install conduit runs to avoid proximity to steam or hot water pipes. In no place shall a conduit be run within 6" of such pipes except where crossings are unavoidable, then conduit shall be kept at least 1" from the covering of the pipe crossed.
 4. Eliminate trapped runs insofar as possible.
 5. Do not chase new work, but instead build in conduit as work progresses.
 6. Do not run conduit in cavity of exterior walls.
 7. Run concealed conduits in direct line with long sweep bends and offsets where practicable.
 8. Install exposed conduit with runs parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings, with right-angle turns consisting of cast-metal fittings or symmetrical bends.
 9. Where conduits are indicated exposed overhead, runs down to wall outlets shall be concealed in wall.
- D. Conduit Installation:
1. Securely fasten conduits to all sheet metal outlets, cabinets, junction and pull boxes with locknuts and bushings, taking care to see that stout mechanical and solid electrical connections are obtained.
 2. All conduits shall have bushings with smooth beveled throats installed at both ends prior to installing conductors. Split bushings around conductors shall be taken to indicate that the conductors were pulled into conduit without the proper bushings installed and a basis for requiring the replacing of the conductors.
 3. Conduits entering service enclosures (panelboards, disconnect switches, switchboards, motor control centers, etc. used as service entrance equipment) shall be provided with specification grade, insulating, grounding type bushings. Grounding bushing shall be bonded together and bonded to the service grounding buss.
 4. Support:
 - a. Raceways shall be securely and rigidly supported to the building structure in a neat and workmanlike manner, and wherever possible, parallel runs or horizontal conduit shall be grouped together on adjustable trapeze hangers.
 - b. Support shall be provided at appropriate intervals not exceeding eight (8) feet with straps, hangers, and brackets specifically designed for the application.
 - c. Channels shall be 1 inch for 18-inch wide trapeze, 1-3/8 inch for 24 to 30 inch, and 1-5/8 inch for over 30-inch wide trapeze.
 - d. Perforated steel straphangers, "butterfly clips", or tie-wire supports are not acceptable.
 - e. Conduits shall not be supported from ceiling support wires.
 - f. Conduit shall not be supported from mechanical system ducts or piping.
 - g. Conduits installed along wall surfaces shall be supported with galvanized steel brackets specifically designed for conduits and sized for the conduit used.
 - h. PVC conduits shall be supported per the NEC with PVC or stainless clamps and stainless-steel hardware.
 - h. Attach to supporting devices with screws, bolts, expansion sleeves or other workmanlike means appropriate to the surface.
 - i. In stud walls, anchors shall be completely rattle proof.
 - j. For conduits in damp and wet locations, use stainless steel clamps and stand-offs, or galvanized malleable or cast-iron clamps and spacers.
 - k. All mounting hardware for aluminum conduit shall be stainless steel.
 - l. Surface mounted conduits installed in kitchen and dishwashing areas shall be supported off walls approximately 3/16".

5. Thread rigid conduits so that the ends meet in couplings; cut ends square, ream smooth and draw up tight.
 6. All field cut threads shall be cleaned with a solvent such as mineral spirits and painted with two coats of galvanize primer.
 7. Cap conduit ends to keep out water and trash during construction.
 8. Field made bends:
 - a. Avoid field-made bends where possible, but where necessary, use a proper hickey or conduit-bending machine.
 - b. Field made bends in PVC conduit shall be made with a heated PVC conduit bender.
 - c. Make no bends with radius less than six times the conduit diameter, nor more than 90 degrees.
 9. Make changes in direction with pull boxes, symmetrical bends and/or cast-metal fittings.
 10. Total bends in any conduit run shall not exceed the equivalent of four, quarter (90°) bends for a total of 360°, per NEC, between pull boxes.
 11. Replace any crushed or deformed conduits.
 12. Conduits passing through roofs shall be in place before roof is installed.
 13. Conduits installed in concrete/grout filled CMU walls shall be Rigid steel or IMC conduits installed field wrapped with 0.010 inch-thick pipe-wrapping plastic tape applied with a 50 percent overlay. Painted on coating shall not be acceptable.
 14. Where conduits pass through or across building expansion joints, provide hot-dipped galvanized expansion fittings with bonding jumpers.
 15. Ensure that all penetrations of firewalls are sealed per NEC and IBCC.
 16. Right and left couplings shall not be used; conduit couplings of the Erikson type shall be used at location requiring such joints.
 17. Paint all conduits exposed in finished spaces. Paint shall consist of one coat of zinc rich primer plus two top-coats of water-based latex paint, color to match adjacent finishes. Verify colors and paint system with Architect.
 18. All conduit runs entering the building from outdoors shall be sealed against moisture migration and condensation by filling with insulating type foam.
 19. All conduits passing through walls of coolers or freezers shall have seal fitting installed on the outside of the cooler/freezer wall and within 3" of the wall. Fitting shall be sealed per manufacturer's recommendations.
 20. All conduits exposed to water shall have flexible conduits with a drip curve in conduit to keep from allowing water run into enclosure and provide a Myers hub connector to the enclosure.
 21. Install telephone, data, intercom, and signal system raceways, 2-inch trade size and smaller, in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.
- E. Below grade and below slab conduit installation:
1. See Section 16100, "Excavation, Cutting, and Backfilling" for trenching and backfilling requirements.
 2. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable. Wrap shall extend a minimum of 1" above slabs or 3" above finished grade where there is no slab. Alternate methods must be approved by Engineer prior to bids.
 3. Top of the conduit shall be not less than 30 inches below grade.
 4. Run conduit in straight lines except where a change of direction is necessary.
 5. Conduits stubbed up from below grade or slab into exterior walls shall be turned toward the interior of the building below slab fill perpendicular to the wall. Conduits shall not be turned out toward the exterior unless specifically indicated to do so.

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6. Placing of conduits below slab on grade:
 - a. Conduits 1-1/4" and larger shall be installed a minimum of 12" below the bottom of slab in the clay/sand fill below any gravel fill material.
 - b. Conduits 1" and smaller may be installed in the porous/gravel fill below the vapor barrier.
7. Multiple Conduits:
 - a. Separate multiple conduits by a minimum distance of 2-1/2 inches horizontally and 3 inches vertically, except that light and power conduits shall be separated from control, signal, and telephone conduits by a minimum distance of 3 inches horizontally and vertically.
 - b. Where multiple layers of conduits are to be placed in a trench, each layer shall be placed in the trench, straight and parallel, clear fill material (see Excavation, Cutting, and Backfilling) placed and tamped in place to provide the specified spacing, and each subsequent layer placed in the same manner.
 - c. Stagger the joints of the conduits by rows and layers to strengthen the conduit assembly.
 - d. Conduits shall not be placed haphazardly in the trench.
8. Where conduits pass through footings or foundation walls:
 - a. Conduits roughed in beneath slab shall exit the foundation perpendicular to the building spaced approximately 3" apart. Conduits shall be arranged in a single horizontal row where practical.
 - b. Secure approval from the Architect and Structural Engineer prior to penetrating any footing or foundation wall.
 - c. Schedule 40 PVC sleeves shall be cast in the footings or foundation wall for the conduits to pass through.
 - d. Multiple sleeves shall have 3" clearance, vertically and horizontally, between the sleeves unless directed otherwise by the Architect and/or Structural Engineer.
9. Where PVC conduit is installed below grade a PVC to rigid metallic conduit coupling shall be installed in the horizontal run and a rigid galvanized steel conduit elbow installed to turn up to above grade. Where above grade conduits are indicated to be rigid aluminum the elbow turning up to vertical shall be rigid aluminum.
10. Rigid aluminum conduit shall be wrapped same as RGS through concrete from 2" each side of the concrete.
11. Rigid galvanized conduit shall extend a minimum of 6" above the finished floor level.
12. In hazardous areas the coupling shall be below grade and a single section of conduit installed up to 18" A.F.F. to accept the required seal fitting.
13. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used from 6 inches above the floor to the served equipment.
14. Conduits shall exit concrete slabs vertically.
 - a. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 - b. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
15. Empty or spare conduit stub-ups shall be capped with a threaded cap.
16. Encasement Under Roads, Structures, and at other locations indicated on the drawings:
 - a. Under roads, paved areas, railroad tracks, and other locations indicated on the plans install conduits in concrete encasement of rectangular cross-section providing a minimum of 3-inch concrete cover around ducts.
 - c. Provide plastic duct spacers that interlock vertically and horizontally. Spacer assemblies shall consist of base spacers, intermediate spacers, and top spacers to provide a completely enclosed and locked-in conduit assembly.

- d. Install #4 rebar at each corner of the encasement and at not more than 18" on center vertically and horizontally on the sides of the encasement. #4 rebar hoops shall be installed at not more than 18" on center along the length of the encasement.
- e. Concrete encasement shall extend at least 5 feet beyond the edges of paved areas and roads, and 12 feet beyond the rails on each side of railroad tracks.
17. Conduits to be installed under existing paved areas, which are not to be disturbed, and under roads and railroad tracks, shall be installed through a zinc coated, rigid steel, sleeve, jacked into place.
18. Conduits installed between handholes, manholes or other accessible areas shall have a minimum slope of 3 inches in each 100 feet away from buildings and toward manholes and other necessary drainage points.
19. The contractor shall provide properly rated and sized junction and pull boxes as required on all underground conduit runs 150 feet and greater so as to minimize pulling tensions on cables to be installed in conduits. In no case shall pull or junction boxes be further than 300 feet apart. Provide pulling tension calculations on all underground runs over 200 feet as required in Paragraph 1.09 Submittals.
- F. Conduit Installation in concrete slabs:
 1. Conduit installed in concrete slabs shall be rigid steel or IMC. Rigid steel or IMC conduits installed in slabs-on-grade shall be field wrapped with 0.010 inch-thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable.
 2. At slabs on grade, conduit, 3/4" maximum, may be run in the slab; larger conduit shall be run below slab.
 3. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 4. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
- G. Flexible conduit:
 1. At motor or equipment connections:
 - a. The maximum length allowable for flexible conduit shall be 36 inches except at lighting fixtures.
 - b. Flexible conduit installed outdoors shall be installed so as to provide an 8 inch minimum drip loop as measured from the lowest end of the conduit.
 2. At lighting fixture connections provide flexible steel conduit by one of the manufacturers named for rigid.
 - a. Maximum length allowable shall be 72 inches.
 - b. Support flexible conduit such that it does not contact the ceiling system, ductwork, or other equipment above the ceiling. The conduit shall not be attached to a ceiling or ceiling support system.
 - c. All fixture whips shall be supported within 12" of outlet/junction boxes with single hole clamps.
- H. Empty conduit:
 1. Install a #14 galvanized fish wire or polypropylene pull cord with 14-inch free ends in all empty power and/or auxiliary conduits.
 2. All conduits indicated to be terminated above the ceiling shall have an elbow turned out above the ceiling and shall be terminated with an insulating bushing.
 3. Empty conduits stubbed out of buildings below grade:
 - a. Empty conduits stubbed out of buildings below grade shall extend 5 feet outside of the building foundation.
 - b. Install a 12"x 12"x 6" concrete marker at grade, above the end of the conduits, with "ELEC" inscribed on top.

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

3.09. CONDUIT BODIES:

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

3.10. JUNCTION AND PULL BOXES:

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

3.11. WIRE AND CABLE INSTALLATION:

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

- H. When installing parallel conductors, it is mandatory that all conductors making up the feeder be exactly the same length, the same size, and type of conductor with the same insulation. Each group of conductors making up a phase or neutral must be bonded together at both ends in an approved manner.
- I. MC cable or Romex cable will not be accepted unless specifically called for on drawings.
- J. Wiring thru light fixtures and receptacles will not be accepted.

3.12. AUXILIARY GUTTERS (WIRING TROUGHS):

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

3.13. CIRCUITS AND BRANCH CIRCUITS:

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

3.14. WIRE JOINTS:

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

3.15. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

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

3.16. OUTLET BOX INSTALLATION:

- A. General: The drawings indicate approximate locations only; determine the exact location at the building in view of all structural and architectural conditions. Obtain Architect's verification of final locations.
- B. Outlet boxes shall be sized per NEC to accommodate the installed number and size of conductors, wiring devices, and conduits.
- C. Ceiling and Wall Bracket Outlets: 4" octagonal boxes with plaster rings appropriate for finish surface.
- D. Typical boxes (for switches, receptacles and auxiliary systems): 4" square boxes ganged as required. Furnish with 3/4" plaster rings where employed in plaster, 1" tile covers where used in ceramic tile, 1" plaster rings where set in exposed concrete, and otherwise appropriate for surface and construction.
- E. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover. .
- F. Multiple Outlet Floor Boxes:
 - 1. Verify the exact location of the floor boxes with the Architect prior to rough-in.
 - 2. Set the boxes in accordance with the manufacturer's instructions.
 - 3. Boxes shall be set so that the box is flush with the finished floor; the boxes shall not cause a rise or fall in the floor.
 - 4. The power outlets shall be connected to the circuits indicated by the numbers next to the symbol.
 - 5. For Data outlets, install a 1" C. to above the nearest corridor ceiling.
- G. Boxes used with Exposed Conduit: 4" square utility boxes.
- H. Exterior Boxes: Cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney, or approved equal will be accepted.
- I. Boxes used with Recessed Lighting Fixtures in suspended acoustical tile ceilings:
 - 1. Provide a 4" square box with blank cover adjacent to each fixture or fixture group.
 - 2. Install a flexible metal conduit fixture-"whip" from the box to the fixtures. The "whip" shall not be longer than 72".
 - 3. Attach the box to the underside of the structure above, in an accessible location, not more than 18" above the lay-in ceiling.
 - 4. Where structure is more than 18" above the ceiling, the boxes shall be supported from all-thread rods, strut, or a combination of rod and strut.
- J. Boxes in Dry Wall Construction:

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1. Outlet boxes shall be securely fastened in place.
2. Outlet boxes installed in metal stud construction shall be supported by brackets screwed to studs. Clip on brackets shall not be accepted.
 - a. Where a single outlet box is installed adjacent to a stud, brackets may attach to a single stud with a brace against the back of the opposite wall. Use a bracket equal to Caddy Fasteners "H" Series.
 - b. Where outlets do not fall next to a stud or where more than one outlet is installed between studs use a metal bracket attached to both studs. Brackets shall be equal to Caddy Fasteners "SGB", "TSGB", or "RBS" series brackets.
 - c. Outlet boxes three gangs and wider shall be supported with support member screwed to the two adjacent studs. Brackets equal to Caddy Fasteners SGB or TSGB brackets may be used.
- K. Sectional type switch boxes at least 2-1/2" deep may be used instead of typical box (but not where dry wall finish is applied over masonry back-up and not where multi- gang devices occur).
- L. Outlets in unfinished masonry walls may be slightly adjusted upward or downward to suit masonry courses, provided outlets are mounted at uniform heights throughout the installation.
- M. Coordinate installation of outlet boxes in masonry walls with the masonry contractor to insure that boxes are flush with face of wall and grouted smooth around boxes such that covers, fixtures or devices install flush on face of wall.
- N. Where outlets at different levels are shown adjacent, install in one vertical line where possible. Avoid conflict with wainscot caps, splash backs and upper cabinets by adjusting height slightly up or down as directed.
- O. Back to back boxes shall be staggered with at least 3 inches between boxes.
- P. Back to back boxes in fire rated partitions shall have a minimum of 24" horizontal and/or vertical separation between them.
- Q. Backs of boxes three gang and larger installed in fire rated partitions shall be wrapped with self adhesive fire stopping tape.
- R. Locate switch outlets on the lock side of doors and so that the first switch in a single or gang installation is approximately 6" to 10" from the doorjamb. Verify door swings on Architectural Drawings.
- S. Dimmers shall be ganged together in accordance with the manufacturer's instructions where appropriate but shall not be ganged with toggle switches.
- T. Coordinate carefully with appropriate trades the size and orientation (vertical, horizontal) of outlet boxes for thermostats, data outlets, fire alarm equipment, security equipment, and other control and communications outlets.
- U. Mounting Heights:
 Confirm all mounting height with local codes and authorities prior to bid and adjust as required:

Switches, generally	48" A.F.F. to top of outlet
Safety switches	Center of Switch 48" A.F.F. or as required.
Receptacles, generally	16" A.F.F. to bottom of outlet
Receptacles over counters	Bottom of outlet 6" above countertops or 2" above backsplashes
Telephone Outlets	16" A.F.F. to bottom of outlet
Computer Outlets	16" A.F.F. to bottom of outlet
Television Outlets	16" A.F.F. to bottom of outlet or as indicated
Wall mounted exit and emergency lights	Bottom of fixture 7'- 6" A.F.F. or 12" below Ceiling whichever is lower
Thermostat	Top of outlet 48" A.F.F. or as noted by mechanical drawings.
Clocks & clock outlets	Top of outlet 12" below ceiling, 8' maximum.

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Brass bell
Electric Water Coolers

Top of outlet 12" below ceiling, 8' maximum.
Coordinate location with plumbing contractor to locate the receptacle(s) concealed within the EWC enclosure per manufacturer's installation instructions.

- V. Install blank coverplates on all unused power and auxiliary outlet boxes. Blank coverplates shall match other cover plates installed in the facility.
- W. Furnish blank plates, matching those on the other outlets in the same area, on TV outlets and other outlets installed for future use.

3.17. WIRING DEVICES:

- A. Install wall devices vertically unless otherwise noted, so that all devices of any given height will align exactly.
- B. Where boxes are not flush or square with the finished wall surface install wiring devices utilizing a leveler and retainer equal to Caddy #RLC or Steel City #SSF-SR.
- C. Plates shall be plumb and true with all four edges contacting wall surface.
- D. Mount receptacles with grounding terminals down.
- E. Do not install devices until plastering or other type wall covering has been completed; install ahead of painting work but protect from paint spatter.
- F. Use screw terminal connections only.
- G. Do not gang dimmer switches with toggle switches.
- H. Each single or multi outlet receptacle, other than straight blade, 15 or 20 amp, 120 volts, NEMA 5-15R or NEMA 5-20R, shall be provided with matching cord plugs and a minimum of 8 feet of Type SOW cable matching the receptacle size and configuration.
- I. Pin and sleeve plugs for food service equipment shall be provided with a Type SOW cable connected to the equipment and plug of sufficient length to reach from the equipment to the plug with a minimum of 18" slack cord. Minimum length shall be 6 feet from equipment to plug.
- J. Provide "Kellums" type grips at the plug, cord connector, and for overhead support on all overhead cord connector drops.

3.18. ELECTRICALLY POWERED EQUIPMENT AND CONTROLS:

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

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equipment with factory installed starters, for the temperature control and/or ventilation equipment.

- E. Where exhaust fans are supplied with field installed speed controllers, the Electrical Contractor shall provide all necessary circuiting to the fan/speed controller and between the fan and the speed controller.

3.19. DISCONNECTING MEANS:

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

3.20. DATA AND TELECOMMUNICATIONS SYSTEMS:

- A. Install a 1" conduit from each Data and Communications outlet box to above the nearest corridor ceiling, or other location of the nearest Data/Telecomm cable tray, and terminate with an insulating bushing within 18" of the J-Hooks or cable tray.
- B. Conduits shall be run with no more than the equivalent of three 90 degree bends.
- C. The conduit shall be run without pull boxes, junction boxes, or conduit bodies.
- D. Install outlet boxes and conduits for the intercom system. See specifications for intercom system.

3.21. LIGHTING FIXTURES:

- A. The installation and support of all lighting fixtures shall be the responsibility of the Electrical Contractor.
- B. Lay out work as shown, and to provide attractive and efficient arrangement.
- C. Install fixtures level, plumb, and true with ceiling and walls, and in alignment with adjacent lighting fixtures.
- D. Provide adequate and substantial supports for fixtures in accordance with manufacturers' directions and as specified herein.

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- E. A Re-lock system will not be accepted for installing lights.
- F. Wire grid mounted luminaries individually to junction boxes with flexible conduit not more than 6 feet in length. Individual flexible connections shall be 2 #14 and 1 #14 ground THHN in 3/8" flexible conduit. Ground wire shall be bonded at each end.
- G. Light fixtures with center baskets shall have all fixtures in a room installed with the center baskets oriented in the same direction.
- H. Fixtures mounted in inverted "T" grids:
 - 1. For round fixtures or fixtures smaller in size than the ceiling grid, provide a minimum of two wires per fixture located within 4 inches of each corner of the ceiling grid in which the fixture is located. Do not support fixtures by ceiling acoustical panels. Fixtures shall be supported independent of the ceiling system or shall be supported by at least two metal channels spanning the grid system, and secured to, the ceiling tees. One support wire shall be attached to the center of the fixture or to each of the metal channels.
 - 2. Surface mounted fixtures:
 - a. Surface mounted fixtures installed on lay-in ceiling systems shall be supported independent of the ceiling system from the building structure with a minimum of two (2) 3/8", minimum, all-thread rods.
 - b. Install nuts and washers on inside and outside of the fixture housing to provide a rigid installation.
 - c. Provide cross bracing as required such that fixtures have no lateral movement.
- I. All stems on lighting fixtures shall be installed as follows: (except fixtures with slide grip hangers) first and last stem in row in first knockout from end of fixture. One stem shall be installed between each two fixtures, stem shall center joint, where fixtures join, and attach by use of "jointing plates". Nipples with lock nuts and bushings shall connect all fixtures in continuous rows other than recessed grid type.
- J. All suspended lighting fixtures shall be provided with chain or cable sway bracing to keep fixtures from swinging.
- K. Fixtures installed in fire rated assemblies shall be tented in accordance with the specified assembly.
- L. Means shall be provided to keep insulation 4" minimum away from fixtures not rated for direct contact with insulation.
- M. Prior to final inspection clean fixtures and lamps with a soft cloth or sponge and detergent (not soap) solution.
- N. All lighting fixtures installed in gymnasiums, hangars, high bay or similar use areas shall be equipped with wire guards.
- O. All emergency and exit lights designated on drawings shall be provided with an 1100-lumen battery ballast.
- P. All light fixtures shall be supported to the structure independent of the ceiling system on two opposite sides. Support wires shall be different color from ceiling support wires. Engage all ceiling mounting clips. If light fixture is not provided with grid support clips, then the contractor will be responsible to support the fixture on all four sides with support wires. See "Typical Lay-In Luminaire Detail" on drawings for further requirements.

3.22. IDENTIFICATION AND LABELING:

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

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

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

3.23. FIRE ALARM SYSTEM:

- A. The installation shall be by a Certified Fire Alarm Contractor who has qualified and received a permit from the State Fire Marshal, with an NICET Level III on staff.
- B. All wiring shall be in accordance with the National Electric Code and the local code having jurisdiction.
- C. Unless otherwise specified, minimum wire size shall be 14 gauge for AC and power supply connections, 14 gauge for audible alarm and auxiliary circuits, and 18 gauge for signal initiating circuits. Diagrams shall be provided for device and power wiring. Color coding and permanent numbering shall be used as recommended by the equipment supplier.
- D. All system wiring shall be installed in metal raceway in accordance with Section "Raceways".
- E. Junction boxes shall have covers painted red with the letters "FA" stenciled on the cover in 2" high white letters.
- F. Auxiliary Remote Power Supplies/Notification Appliance Circuit Extender (NAC panel):
 - 1. Power supplies shall be sized at 133% of proposed load. Fire Alarm submittals shall include power supply capacity and loading data.
 - 2. Remote power supplies shall be supervised by the FACP.
 - 3. The power supplies shall be installed, accessible, below ceiling, in electrical rooms or where indicated on the drawings.
- G. Elevator Interface:
 - 1. Elevator Recall:
 - a. Provide all hardware and circuiting required for the elevator interface with the fire alarm system, elevator lobby smoke detector(s), and the elevator machine room smoke detector(s) to provide elevator recall.
 - b. Coordinate the requirements with the elevator equipment supplier/installer.
 - 2. Elevator Shut-down:
 - a. Install a heat detector within 2 feet of each fire sprinkler head in the elevator shaft for elevator shut down prior to sprinkler discharge.
 - b. Verify the number and locations of sprinkler heads prior to rough-in.
 - c. Provide all hardware and circuiting necessary to interface the fire alarm system with elevator feeder shunt trip circuit breaker or shunt trip power control module to provide elevator shut down.
- H. Provide circuiting as required for the interface with the kitchen hood fire suppression system and the fire alarm system.
- I. Install telephone cable(s) in conduit from the FACP to the Telephone Backboard as required for connection of the FACP to the telephone system.
 - 1. Terminate the conduit on the TBB with an insulating bushing.
 - 2. The FACP shall be connected to two telephone lines per Code.
 - 3. Coordinate the connection of the Fire Alarm System to the telephone system and verify proper communications.

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- J. Final connections to the Fire Alarm Control Panel **and Voice Panel** shall be made by a factory certified, NICET Level III, technician.
- K. A factory-trained representative of the manufacturer shall supervise connections and final testing of this system and shall complete a Certificate of Completion per NFPA 72. The Certificate of Completion shall be completely filled out and copies delivered to the Owner, Architect, and Engineer prior to the final inspection.
- L. On completion of the acceptance tests, the Owner or his representative shall be instructed in the operation and testing of the system.
- M. **At the acceptance tests, contractor shall provide engineer with smoke detector diagnostic reports for all smoke detectors. All smoke detectors more than 10% dirty shall be either cleaned or replaced until test show value less than 10%.**
- N. The fire alarm system shall be warranted free from defects in workmanship and materials, under normal use and service, for a period of one year from the date of acceptance or beneficial occupancy, whichever is earlier. Any equipment shown to be defective in workmanship or material shall be repaired, replaced, or adjusted free of charge.
- O. Identification and labeling:
 - 1. Provide a framed building drawing identifying each zone and/or building area.
 - 2. Each building zone on the Fire Alarm Control panel shall relate to the building drawing in a manner that will direct the fire department to the area of a fire.
 - 3. On addressable systems each addressable device shall be given a name displayed on the control panel readout that will direct the fire department to the area of the fire, i.e. – South End of Zone(Building) 5; AHU-1 – Mechanical Room 201 – Building 2. Any room number reference shall be to final room numbers assigned to rooms on completion of construction.
 - 4. Building drawing, schedule of zones, and device identification schedule shall be submitted to the Engineer for approval prior to final inspection and acceptance.
 - 5. On addressable systems the contractor shall label each device with an alpha-numeric identifier that is unique to that device. This identifier shall correspond to the identifier programmed in the fire alarm control panel such that maintenance personnel may quickly and readily identify the device.
- P. **Provide and install all cards and/or other hardware required to interface the new Fire Alarm Control Devices with the existing panel.**

3.24. EQUIPMENT TOUCHUP AND PAINTING:

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

END OF SECTION

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