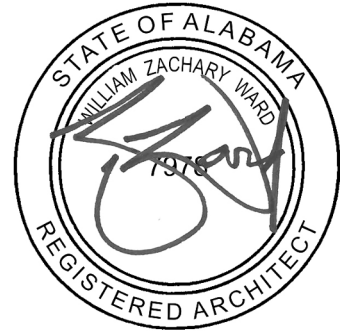


PROJECT MANUAL



**Sheffield City Schools
L. E. Willson Elementary
School Renovation
2200 E 31st Street
Sheffield, Alabama**

**BID
DOCUMENTS**

**DCM No. 2026579
WSM Project No. 26-026
DATE: August 26, 2026**

OWNER: Sheffield City Board of Education
300 W 6th Street
Sheffield, Alabama 35660
(256) 582-3159

ARCHITECT: Ward Scott Morris Architecture, Inc.
1606 Paul W Bryant Dr,
Tuscaloosa, Alabama 35401
(205) 345-6110

Huntsville Office
802 Shoney Drive SW, Suite E
Huntsville, AL 35801
(256) 268-55440

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INVITATION TO BIDDERS

Sealed proposals will be received by the Sheffield City Board of Education, **until 2:00 P.M., legally prevailing time, on September 10, 2026** for the **L.E. Willson Elementary School Window Replacement** in the Board Room at the Sheffield City Board of Education, 300 W. 6th Street, Sheffield, Alabama 35660, at which time and place they will be publicly opened and read.

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

Drawings and Specifications may be examined at the office of the Architect, Ward Scott Morris Architecture, Inc., 802 Shoney Drive SW, Suite E, Huntsville, Alabama, and Datatek Reprographics, 2108 Island Circle, Huntsville, AL 35801

Bid documents may be obtained from Tuscablue via www.ward-scottplans.com, Electronic PDF copies of bid documents may be procured free of charge. Physical copies of drawings and specifications may be ordered and picked up at Datatek Reprographics, 2108 Island Circle, Huntsville, AL 35801.

Bid bonds are to be issued by an acceptable bonding company licensed to do business in the State, with a Power of Attorney, to confess judgment thereon, with the understanding that it shall guarantee that the bidder shall not withdraw his bid for the guarantee period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner, and that in the event of a withdrawal of said bid within said period, or the failure to enter into said contract within the time specified, the bidder shall be liable to the Owner for the full amount of the bid guarantee as liquidated damages and not as a forfeit or as a penalty. The bid bond and certified checks on unsuccessful bidders will be returned upon awarding the contract or rejection of all bids, in no event, later than the number of days in the guarantee period from the opening of proposals. That of the successful bidder will be returned when formal contract and bonds are accepted and approved.

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

All Bidders must schedule a mandatory site visit to review, and field verify, project scope at L.E. Willson Elementary School. All bidders are to schedule site visit through Bids@j2program.com. The bidder's company employee attending the site visit shall have qualifications and experience with the construction to be performed within this project. Any questions concerning project scope shall be directed to Bids@j2program.com and dhardt@wardscottmorris.com.

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

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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., **individual, partnership, corporation, or limited liability company (LLC)** (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**, one of the partners or an "authorized representative" of the Partnership **must sign the Proposal Form**;
 - (c) **a corporation**, the president, vice-president, secretary, or "authorized representative" of the corporation must sign the Proposal Form.
 - (d) **a limited liability company, a member, manager, or "authorized representative" of the limited liability company must sign 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, **or member or manager of the limited liability company**) 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

DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. This requirement applies to all proposers. If you are not licensed by the Alabama State Licensing Board for General Contractors and therefore cannot claim the sales tax exemption under Ala. Code §40-9-14.1(b)(2), you must still submit DCM Form C-3A with your proposal. Non GC contractors must enter \$0.00 in all fields on the Accounting of Sales Tax form. Failure to submit DCM Form C-3A, even with all values listed as \$0.00, will render the proposal non-responsive.

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:

Table 1:

(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.

END of INSTRUCTIONS TO BIDDERS

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

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 (please check the appropriate box):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other: _____

LISTING OF PARTNERS, OFFICERS, MEMBERS, OR MANAGERS: 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; if Bidder is a Limited Liability Company, list the name, titles, and business addresses of its members or managers:

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 Numbers _____ 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:

DESCRIPTION (Insert key word for Alternate)	ADD	DEDUCT	AMOUNT
Alternate No. 1 ()	(add)	(deduct)	\$
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)	\$

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 _____ **an Alabama Bank**, 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):** _____

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, **or member or manager of the Limited Liability Company**, 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: **DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. This requirement applies to all proposers. If you are not licensed by the Alabama State Licensing Board for General Contractors and therefore cannot claim the sales tax exemption under Ala. Code §40 9 14.1(b)(2), you must still submit DCM Form C-3A with your proposal. Non-GC contractors must enter \$0.00 in all fields on the Accounting of Sales Tax form. Failure to submit DCM Form C-3A, even with all values listed as \$0.00, will render the proposal non-responsive.**

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:

DESCRIPTION	ADD	DEDUCT	ESTIMATED SALES TAX AMOUNT
Base Bid:	N/A	N/A	\$
(Insert key word for Alternate)			
Alternate No. 1 ()	(add)	(deduct)	\$
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) _____

Title _____

Telephone Number _____

Email Address _____

DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. This requirement applies to all proposers. If you are not licensed by the Alabama State Licensing Board for General Contractors and therefore cannot claim the sales tax exemption under Ala. Code §40 9 14.1(b)(2), you must still submit DCM Form C-3A with your proposal. Non-GC contractors must enter \$0.00 in all fields on the Accounting of Sales Tax form. Failure to submit DCM Form C-3A, even with all values listed as \$0.00, will render the proposal non-responsive.

UNIT PRICES

Attachment to DCM Form C-3: Unit Prices

1.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Unsuitable Soils

1. Undercutting unsuitable soils, disposing of material off site, and replacing with flowable fill or other material as approved by the Owner's geotechnical representative.

Unit Price per Cubic Yard in Place \$ _____

B. Unit Price No. 2: Structural Steel

1. Structural steel in place and installed as directed by the Owner, Architect, Engineer or the Construction Manager.

Unit Price per Ton in Place \$ _____

C. Unit Price No. 3: Reinforcing Steel

1. Reinforcing steel in place and installed as directed by the Owner, Architect, Engineer or the Construction Manager.

Unit Price per Ton in Place \$ _____

D. Unit Price No. 4: Steel Angle

1. Steel angle (3"x3"x1/4") in place and installed in addition to the steel angle shown on the contract documents as directed by the Owner, Architect, Engineer or the Construction Manager.

Unit Price per L.F. in Place \$ _____

E. Unit Price No. 5: Structural Concrete

1. 3000 psi Concrete in place and installed as directed by the Owner, Architect, Engineer or the Construction Manager.

Unit Price per Cubic Yard in Place \$ _____

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

**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.

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>



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.



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) **PERFORMANCE BOND**

Do not staple this form; use clips.

SURETY'S BOND NUMBER

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$)).

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

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

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

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

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

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

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

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

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

By _____
Signature

Name and Title

Company Name

By _____
Signature

Name and Title

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

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

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

(1) **PAYMENT BOND**

SURETY'S BOND NUMBER

Do not staple this form; use clips.

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

Name:

Address:

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

Name:

Address:

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

Name:

Address:

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

Dollars (\$)).

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

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

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

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

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

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

(9 & 10) **SURETY:**

CONTRACTOR as PRINCIPAL:

Company Name

Company Name

By _____
Signature

By _____
Signature

Name and Title

Name and Title

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

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

GENERAL CONDITIONS of the CONTRACT

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

ARTICLE 2
INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

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

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

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

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

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

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

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

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

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

F. SEVERABILITY.

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

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

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

ARTICLE 5

OWNERSHIP of DRAWINGS

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

ARTICLE 6

SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

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

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

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

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

B. SUPERINTENDENT

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

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

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

C. EMPLOYEES

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

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

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

ARTICLE 8
SURVEYS by CONTRACTOR

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

ARTICLE 9
SUBMITTALS

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

with the Contractor's intended Construction Methods.

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

H. DEVIATIONS

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

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

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

I. ARCHITECT'S REVIEW and APPROVAL

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

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

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

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

B. "POSTED" SET

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

C. RECORD SET

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

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

ARTICLE 11
“AS-BUILT” DOCUMENTS

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

ARTICLE 12
PROGRESS SCHEDULE

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

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

ARTICLE 13
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

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

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

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

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

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

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

ARTICLE 15

HAZARDOUS MATERIALS

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

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

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

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

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

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

B. TYPES of INSPECTIONS

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

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

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

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

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

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

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

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

C. INSPECTIONS by the ARCHITECT

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

D. INSPECTIONS by the DCM PROJECT INSPECTOR

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

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

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

E. UNCOVERING WORK

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

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

F. SPECIFIED INSPECTIONS and TESTS

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

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

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

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

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

ARTICLE 17 **CORRECTION of DEFECTIVE WORK**

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

ARTICLE 18 **DEDUCTIONS for UNCORRECTED WORK**

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

ARTICLE 19 **CHANGES in the WORK**

A. GENERAL

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

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

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

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

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

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

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

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

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

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

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

D. CHANGE ORDER PROCEDURES

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

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

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

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

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

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

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

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

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

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

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

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

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

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

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

B. PROCEDURES

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

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

ARTICLE 22 **CLAIMS for DAMAGES**

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

ARTICLE 23 **DELAYS**

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

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

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

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

B. CONTINUANCE of PERFORMANCE

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

C. GOOD FAITH EFFORT to SETTLE

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

D. FINAL RESOLUTION for STATE-FUNDED CONTRACTS

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

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

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

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

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

ARTICLE 25
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

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

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

A. STOPPING the WORK for CAUSE

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

B. SUSPENSION by the OWNER for CONVENIENCE

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

ARTICLE 27
OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

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

without giving the Contractor another Notice to Cure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. TERMINATION by the OWNER for CONVENIENCE

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

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

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

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

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

A. SUSPENSION by the OWNER

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

B. NONPAYMENT

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

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

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

ARTICLE 29
PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

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

B. SCHEDULE of VALUES

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

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

C. APPLICATIONS for PAYMENTS

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

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

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

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

D. MATERIALS STORED OFF SITE

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

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

E. RETAINAGE

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

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

F. CONTRACTOR’S CERTIFICATION

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

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

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

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

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

ARTICLE 31 **PAYMENTS WITHHELD**

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

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

ARTICLE 32

SUBSTANTIAL COMPLETION

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

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

D. CERTIFICATE of SUBSTANTIAL COMPLETION

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

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

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

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

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

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

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

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

B. BEFORE SUBSTANTIAL COMPLETION

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

**ARTICLE 34
FINAL PAYMENT**

A. PREREQUISITES to FINAL PAYMENT

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

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

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

B. FINAL ACCEPTANCE of the WORK

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

C. ADVERTISEMENT for COMPLETION

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

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

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

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

D. RELEASE of CLAIMS

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

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

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

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

E. EFFECT of FINAL PAYMENT

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

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

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

**ARTICLE 35
CONTRACTOR'S WARRANTY**

A. GENERAL WARRANTY

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

B. ONE-YEAR WARRANTY

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

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

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

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

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

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

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

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

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

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

D. SPECIAL WARRANTIES

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

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

E. ASSUMPTION of GUARANTEES of OTHERS

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

**ARTICLE 36
INDEMNIFICATION AGREEMENT**

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

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

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

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

A. GENERAL

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

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

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

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

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

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

B. INSURANCE COVERAGES

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

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

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

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

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

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY INSURANCE

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

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

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

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

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

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

(5) BUILDER'S RISK INSURANCE

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

(b) The policy shall be endorsed as follows:

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

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

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

C. SUBCONTRACTORS' INSURANCE

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

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

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

D. TERMINATION of OBLIGATION to INSURE

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

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

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

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

E. WAIVERS of SUBROGATION

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

ARTICLE 38
PERFORMANCE and PAYMENT BONDS

A. GENERAL

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

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

B. PERFORMANCE BOND

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

C. PAYMENT BOND

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

D. CHANGE ORDERS

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

E. EXPIRATION

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

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

ARTICLE 39 **ASSIGNMENT**

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

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

A. OWNER'S RESERVATION of RIGHT

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

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

B. COORDINATION

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

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

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

D. MUTUAL RESPONSIBILITY

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

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

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

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

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

ARTICLE 41 **SUBCONTRACTS**

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

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

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

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

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

B. SUBCONTRACTUAL RELATIONS

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

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

ARTICLE 42
ARCHITECT'S STATUS

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

C. ARCHITECT'S AUTHORITY

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

(1) The Architect is authorized to:

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

and Approval of payments, and

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

(2) The Architect is not authorized to:

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

D. LIMITATIONS of RESPONSIBILITIES

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

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

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

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

E. ARCHITECT’S DECISIONS

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

ARTICLE 43
CASH ALLOWANCES

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

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

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

ARTICLE 44

PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

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

B. TAXES

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

C. COMPENSATION for INCREASES

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

D. ALABAMA IMMIGRATION LAW

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

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

E. ALABAMA TRADE BOYCOTT LAW

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

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

EE. ALABAMA ECONOMIC BOYCOTT LAW

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

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

F. ACCOUNTING OF SALES TAX EXEMPT PROJECTS

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

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

ARTICLE 45
ROYALTIES, PATENTS, and COPYRIGHTS

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

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

ARTICLE 46
USE of the SITE

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

ARTICLE 47
CUTTING and PATCHING

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

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

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

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

B. FINAL CLEAN-UP

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

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

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

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

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

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

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

C. OWNER'S RIGHT to CLEAN-UP

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

ARTICLE 49 **LIQUIDATED DAMAGES**

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

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

ARTICLE 50

USE of FOREIGN MATERIALS

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

ARTICLE 51

PROJECT SIGN

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

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

END of
GENERAL CONDITIONS of the CONTRACT

SUPPLEMENTARY CONDITIONS

Attachment to: DCM Form C-8, General Conditions of the Contract, revised December 2024.

INTRODUCTION

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract. Where any Article, of the General Condition is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1: CONTRACT DOCUMENTS

Add the following in the "CONTENTS":

"ARTICLE 52: SALES AND USE TAX EXEMPTIONS"

"ARTICLE 53: COMPLIANCE WITH BEASON-HAMMOND ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT"

ARTICLE 4: DOCUMENTS FURNISHED TO CONTRACTOR (amended 7-18-17)

Add this article in its entirety:

For projects including a Construction Manager, each trade bid contractor shall be provided with (2) two sets of Contract Documents by the Architect and distributed by the Construction Manager. Additional copies requested will be provided at reproduction cost to the Contractor. Electronic copies (PDF format) will be provided at no cost to the Contractor.

ARTICLE 15: HAZARDOUS MATERIALS (Add the following contract form)

Comply with the requirements and provide an executed copy of attached "Asbestos Abatement Affidavit" as a part of Project Closeout.

ARTICLE 44: PERMIT FEES

In addition to other fees, the Contractor will include in his bid the permit fee required by the Division of Construction Management. See attached User Fee Schedule.

Exception: Fully locally-funded K-12 and fully locally-funded four-year public University projects with both a certified estimate after design completion of \$750,000 or less and a contract awarded on or after 10/01/22 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, are exempt from DCM Permit Fees.

ARTICLE 52: SALES AND USE TAX EXEMPTIONS

Add this article in its entirety.

The project Owner is exempt from all state, county, and municipal sales and use taxes. Comply with Section 01291 "Sales and Use Savings".

ARTICLE 53: COMPLIANCE WITH BEASON-HAMMOND ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

Add this article in its entirety.

The contractor's completed E-Verify Memorandum of Understanding must be attached to every construction contract for execution. The general contractor is required to obtain the E-Verify Memorandum of Understanding information from subcontractors and retain on file in their offices but should not submit the information with their contracts.

END OF SUPPLEMENTARY CONDITIONS



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.

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.

ASBESTOS AFFIDAVIT

DATE: _____

BUILDING OWNER: _____

PROJECT: _____

To Whom It May Concern:

The undersigned certifies that to the best of his knowledge, no products containing asbestos have been included in the construction of the captioned project. Special care was exercised to avoid asbestos containing products including reviewing product data sheets, reviewing product labels, and visually verifying products in the field. Special care to avoid asbestos has been used in the selection, purchase, and installation of products including, but not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, waterproofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe insulation, duct insulation, and pre-assembled items of equipment.

Respectfully submitted.

Signature

Typed Name

Title

Firm Name

Address

Sworn and subscribed before me this _____ day of _____, 20____.

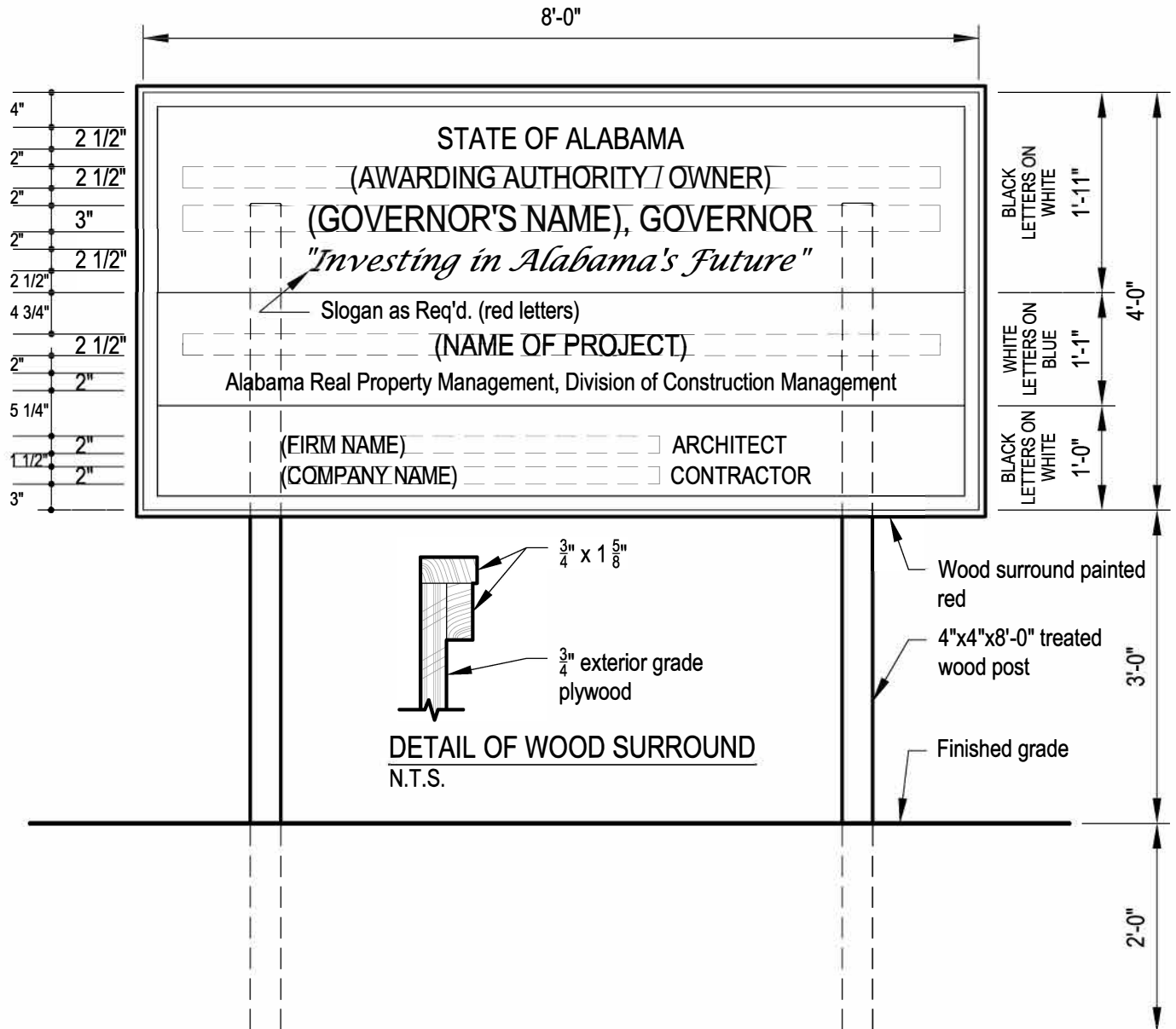
Notary Public

County, State

My commission expires _____.

DETAIL OF PROJECT SIGN

N.T.S.



Notes:

- 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.
- Sign to be constructed of 3/4" exterior grade plywood.
- 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.
- Sign shall be placed in a prominent location and easily readable from existing street or roadway.
- Sign shall be maintained in good condition until project completion.
- Slogan: Act 2020-167's title "Investing In Alabama's Future" should be placed on the project signs of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

DCM (BC) No. _____

PSCA Projects: PSCA No. _____

Application No. _____

Date: _____

APPLICATION and CERTIFICATE for PAYMENT

Attach DCM Form C-10SOV: Schedule of Values

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

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

Final pay app?
☐ Yes.

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

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

SCHEDULE OF VALUES (SOV)								DCM Form C-10SOV Revised October 2021	
Project:						DCM (BC) Project Number:			
						PSCA Project Number, if any:			
Contractor Company:						Application Number:			
						Application Date:			
						Period From:		Period To:	
A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value (including fully executed [signed by all parties] change order amounts)	Work Completed		Total Work Completed to Date (This application SOV's D + E)	Materials Presently Stored (G total greater than \$0 must match C-10SM's column E total. This SOV's G amounts are not in this SOV's D nor E amounts.)	Total Work Completed to Date & Materials Presently Stored (This SOV's F + G)	Percent of Contract Completed to Date (This SOV's H / C)	Retainage (This column's Total's cell formula calculates the applicable variable rate)
			Work Previously Completed (Previous pay app SOV's column F. D is \$0 if this SOV is for first pay app.)	Work Completed This Period (Period as noted above)					
1.					\$ -		\$ -		Retainage Variable Rate: If Total Work Completed to Date & Materials Presently Stored (H) is less than or equal to 50% of Total Scheduled Value (C), Retainage = H x 0.05. Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025. There will be no retainage on final payment application.
2.					\$ -		\$ -		
3.					\$ -		\$ -		
4.					\$ -		\$ -		
5.					\$ -		\$ -		
6.					\$ -		\$ -		
7.					\$ -		\$ -		
8.					\$ -		\$ -		
9.					\$ -		\$ -		
10.					\$ -		\$ -		
11.					\$ -		\$ -		
12.					\$ -		\$ -		
13.					\$ -		\$ -		
14.					\$ -		\$ -		
15.					\$ -		\$ -		
16.					\$ -		\$ -		
17.					\$ -		\$ -		
18.					\$ -		\$ -		
19.					\$ -		\$ -		
20.					\$ -		\$ -		
21.					\$ -		\$ -		
22.					\$ -		\$ -		
23.					\$ -		\$ -		
24.					\$ -		\$ -		
25.					\$ -		\$ -		
TOTALS:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
This pay app SOV's column totals must match amounts in this pay app Form C-10 per the following indicated Form C-10 line #s:		C.	None	None	1.	2.	3.	3.	4.

Note: If this SOV's column G: Materials Presently Stored includes any amounts other than \$0, then DCM Form C-10SM: Inventory of Stored Materials with back-up receipts must be submitted as part of the payment application documentation.

INVENTORY OF STORED MATERIALS				DCM Form C-10SM Revised October 2021	
Project:			DCM (BC) No.:		
			PSCA No, if any:		
Contractor Company:			For Estimate No.:		
			For Period Ending:		
A	B	C	D	E	
Description	Materials Stored Last Period	Materials Purchased This Period <i>(period noted above)</i>	Materials Used This Period <i>(period noted above)</i>	Materials Presently Stored <i>(B + C - D)</i>	
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.					

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.

SAMPLE PROGRESS SCHEDULE & REPORT				CONTRACTOR (Contractor may use own form in lieu of Form C-11):								DATE OF REPORT:							
DCM (BC) No.:												PROCEED DATE:							
PSCA projects: PSCA No.:																			
PROJECT:				ARCHITECT/ENGINEER:								PROJECTED COMPLETION DATE:							
WORK DIVISION		%	AMOUNT																
1.	GENERAL REQUIREMENTS																		
2.	SITework																		
3.	CONCRETE																		
4.	MASONRY																		
5.	METALS																		
6.	WOOD AND PLASTIC														100%				
7.	THERMAL AND MOISTURE PROTECTION														90%				
8.	DOORS AND WINDOWS														80%				
9.	FINISHES														70%				
10.	SPECIALTIES														60%				
11.	EQUIPMENT														50%				
12.	FURNISHINGS														40%				
13.	SPECIAL CONSTRUCTION														30%				
14.	CONVEYING SYSTEMS														20%				
15.	MECHANICAL														10%				
16.	ELECTRICAL														0%				
TOTAL ORIG. CONTRACT		100%																	
ANTICIPATED DRAW IN \$1,000																			
ACTUAL DRAW IN \$1,000																			
LEGEND: ANTICIPATED ACTIVITY												ACTUAL ACTIVITY		ANTICIPATED CASH FLOW		ACTUAL CASH FLOW		USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.	

DCM Form C-11
August 2021

**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: a. Contractor's change order proposals and/or invoices providing a detailed breakdown of change order costs. General Contractors (GC) must include subcontractors' (sub) quotes as backup. All GC and sub quotes must be broken down by labor (hours and rates), materials including quantities and unit prices (with receipts or quotes attached), equipment whether rented or owned (with receipts or quotes attached), and Overhead & Profit (OH&P). 1. Total OH&P can be a maximum of 25% divided between GC and subs; GC can have a maximum of 15% OH&P (in which case a sub could have up to 10% OH&P). See General Conditions- Article #19. 2. Sales tax cannot be included in change orders. 3. Deductive change orders also require backup including breakdown of labor and material, and must also deduct OH&P if included in original bid. Include specification section regarding allowances. b. POWER OF ATTORNEY for the individual signing the Contract Change Order for the surety. c. DCM Form B-11, CHANGE ORDER JUSTIFICATION: completed and signed by the design professional and owner.

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

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

CONTRACT CHANGE ORDER

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

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

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

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

Description continued from Page 1:

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

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

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

Architectural/Engineering Firm
Recommended By _____
Name & Title _____

APPROVAL

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

By _____	Date: _____
State Superintendent of Education	

CONTRACTING PARTIES	

Contractor Company	
By _____	
Name & Title _____	

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

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

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

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

CHANGE ORDER JUSTIFICATION

Change Order No. _____

Date: _____

DCM (BC) No. _____

Purpose and instructions on next page.

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

(A)	PROJECT NAME & LOCATION:	OWNER ENTITY NAME & ADDRESS:						
	CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME & ADDRESS:						
(B)	DESCRIPTION OF PROPOSED CHANGE(S): ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)							
	AMOUNT: ☐ ADD ☐ DEDUCT \$ _____ TIME EXTENSION: _____ CALENDAR DAYS							
(C)	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">ORIGINAL CONTRACT AMOUNT</td> <td style="width: 33%;">PREVIOUS C.O.'s _____ THRU _____</td> <td style="width: 34%; text-align: right;">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.**

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

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

DCM No. _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER ENTITY NAME AND ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME AND ADDRESS:
CONTRACTOR COMPANY NAME AND ADDRESS:	BONDING COMPANY NAME AND ADDRESS:
PROJECT:	

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

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

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

Attach Architect/Engineer's DCM Form B-10: Statement of Observations from Final Inspection with List of Attendees (required), and Punch List (if applicable). A _____ page list of items to be completed or corrected prior to the Owner's approval of Final Payment is attached hereto, but does not alter the Contractor's responsibility to complete or correct all Work in full compliance with the Contract Documents. The Contractor shall complete or correct all items on the attached list, ready for re-inspection for Final Acceptance, within 30 days after the above Date of Substantial Completion, unless another date is stated here: _____. If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

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

Attachments

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

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

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

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

- Roof Warranty(s): Attach the executed DCM Form C-9: General Contractor's Roofing Guarantee and any other roofing warranty required by the contract. Also, any standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such guarantees.
- Engineer final observation reports.
- Fire Alarm Record of Completion.
- Any additional documents requested by the DCM Inspector at Final Inspection.
- DCM Form B-14: Certification of Structural Observations (for storm shelter) (the Engineer's Seal must show on the copy) for the following projects:
 - All new buildings constructed on the grounds of new public K-12 schools.
 - All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4- year institutions of higher education.
- DCM Form C-17: Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter (Hurricane Shelter Where Applicable) for the following projects:
 - All new buildings constructed on the grounds of new public K-12 schools.
 - All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4- year institutions of higher education.
 - State Agency/Authority projects when assigned to DCM.
- DCM Form B-15: Owner's Statement of Responsibility for Tornado Storm Shelter (Hurricane Shelter Where Applicable) for the following projects:
 - All new buildings constructed on the grounds of new public K-12 schools.
 - All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4- year institutions of higher education.
 - State Agency/Authority projects when assigned to DCM.

Do NOT attach:

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

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.

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Payment of Debts and Claims

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Indicate attachment: ☐ Yes ☐ No

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

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

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

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

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

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

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

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

Seal:

Company Name

By _____
Signature of Authorized Representative

Printed Name and Title

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

CONTRACTOR GUARANTEE

DATE

Sheffield City Board of Education
300 W 6th Street
Sheffield, Alabama 35660

PROJECT: Sheffield City Schools L. E. Willson Elementary School Renovation for
the Sheffield City Board of Education, 300 W 6th Street, Sheffield Alabama

_____ of _____
shall and hereby does warrant that all material and workmanship shall be of the
quantity, quality and character specified and shown, and that any defect due to
our non-compliance with the specifications and drawings, discovered and made
known to us within one (1) year after the date of substantial completion shall be
made good by us without additional expense to the owner, provided such defects
or failures are not due to abuse, neglect or lack of reasonable and ordinary
maintenance.

All bills on labor, materials and incidentals incurred by us in connection with the
above described work have been paid in full as of this date and that there are no
obligations, demands, debts, outstanding liens or suits of liabilities against said
project as a result of our work, and that no liens are threatening against said
property.

Trade Contractor

By

Title

This day the _____ of _____ 20____

WARD SCOTT MORRIS ARCHITECTURE, INC.

HUNTSVILLE, ALABAMA

**FINAL PAYMENT
GENERAL RELEASE AND INDEMNITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENT:

That _____
a corporation, with an office at _____
in consideration of the payment of _____
representing the final payment under the contract dated, _____ between the undersigned and Sheffield City Board of Education covering the design, engineering, procurement, construction or performance of services at (or for) Sheffield City Board of Education, does hereby certify and warrant that it has been fully paid on account of said contract and does further certify and warrant that it has fully paid and satisfied all claims for work, labor, materials, supplies, equipment, and all other items material men in the performance of said contract.

The undersigned, in consideration of the final payment being made by Sheffield City Board of Education pursuant to such contract, does hereby release and forever discharge _____
_____ from any right of lien it may have against Sheffield City Board of Education under said contract and the undersigned hereby agrees to defend, indemnify, and hold harmless Sheffield City Board of Education from and against all claims, demands and liabilities arising out of labor performed or material and equipment supplied by the undersigned or by its subcontractors or suppliers in connection with the performance of said contract.

In addition, the undersigned agrees to reimburse Sheffield City Board of Education for any excess payments made by it to the undersigned, which may be discovered as a result of Sheffield City Board of Education audit of the aforementioned contract.

IN WITNESS WHEREOF, the undersigned has caused this Release and indemnity to be executed by its duly authorized officer this day the _____
of _____ 20____.

NOTARY:

County _____

Expiration Date _____

By _____

Title _____

WARD SCOTT MORRIS ARCHITECTURE, INC.

HUNTSVILLE, ALABAMA

SECTION 011000 – SUMMARY

GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Work covered by Contract Documents.
 - 2. Access to site.
 - 3. Work restrictions.
 - 4. Specification and drawing conventions.
 - 5. Miscellaneous provisions.
- B. Related Requirements:
 - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

- A. Project Identification: XXX
 - 1. Project Location: 26-026 – L.E. WILLSON WINDOW REPLACEMENT
- B. Owner: Sheffield City Schools
 - 1. Owner's Representative: Dr. Carlos Nelson
- C. Architect: Ward Scott Morris Architecture, Inc. Tuscaloosa, Alabama.
 - 1. 1606 Paul Bryant Drive, Tuscaloosa, AL 35401, 205-345-6110

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - a. Replacement of exterior windows and modifications to existing locker rooms.

1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site within the designated construction limits for construction operations during construction period. Contractor's use of Project site is limited only by Owner's building operations outside the project limits.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Controlled Substances:
 - 1. Use of tobacco products on Project site is not permitted.
 - 2. Use of other controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

1.7 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
 2. Provide for delivery of Owner-furnished products to Project site.
 3. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
 4. Obtain manufacturer's inspections, service, and warranties.
 5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
 4. Make building services connections for Owner-furnished products.
 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
 6. Repair or replace Owner-furnished products damaged following receipt.

1.8 ORDER OF PRECEDENCE:

- A. Change Orders
- B. Addenda
- C. Supplemental general conditions and special conditions (if included)
- D. Contract
- E. Specifications
- F. Large Scale Drawings
- G. Enlarged Plans
- H. Plans
- I. Instructions to Bidders
- J. Advertisement for bids
- K. Proposal (Bid)

1.9 LIQUIDATED DAMAGES:

- A. Liquidated Damages: The agreement will include a stipulation that Liquidated Damages will be established in the following amount of dollars per calendar day for each calendar day after the completion date that the work is not fully completed and a Certificate of Substantial Completion executed.
1. \$500.00 per calendar day.

1.10 CONSTRUCTION SCHEDULE:

- A. The Agreement will include a stipulation that the work shall be completed, the Contractor's equipment removed from the Site and all work required by Section 01770 Closeout Procedures be completed according to the following schedule:
1. Pre-Bid Walkthrough: **Scheduled through J2 Programs– Bids@j2program.com.**
 - a. Location: **2200 E 31st St, Sheffield, AL 35660**
 2. Receipt of Bids: **September 10th at 2:00 pm**
 - a. Location: **Sheffield Board of Education Annex 300 W 6th St, Sheffield, AL 35660**
 3. Contract Award / LOI to Begin Submittals & Sales Tax Exemption: September 11th, 2026 [tentative]
 4. DCM Pre-Construction Conference / Begin work on site: October 10th, 2026 [tentative]
 5. Substantial Completion: June 7th, 2026 [tentative]
 6. Construction Duration: **240** Total Calendar Days

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.10 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.11 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.12 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Schedule of Allowances

1. Allowance No. 8: Project Contingency

- a. Contingency Allowance: Include a contingency allowance of \$100,000.00 for use as instructed by the Owner or Architect.

END OF SECTION 012100

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for products selected under an allowance.
 - 2. Section 012300 "Alternates" for products selected under an alternate.
 - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. 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 product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions 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. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. 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 date of receipt of purchase order, lack of availability, or delays in delivery.

- k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. 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 seven 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 seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
 - c. During the bid period, any substitution requests shall be made at least 48 hours prior to bid opening with architect notification of approval or disapproval to occur at least 24 hours prior to bid opening.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. 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.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. 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 re-

sponsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. 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 3 - EXECUTION (Not Used)

END OF SECTION 012500

WARD SCOTT MORRIS ARCHITECTURE, INC.

HUNTSVILLE, ALABAMA

SECTION 012600 - 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

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. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, when not otherwise specified, after receipt of Proposal Request, 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 taxes, 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. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the 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 Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form included in Project Manual. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - 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.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

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. 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.
 - 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.
- B. 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. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Change Orders (numbers) that affect value.
 - c. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. 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.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the Schedule of Values 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 bonded warehousing if required.

6. 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.

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: The date for submitting payment application to the Architect is 25th day of each month. The period covered by each Application for Payment starts on the 16th day of each month and ends on the 15th day of the following month. Payment applications received after the 25th day of the month will be held for action after the next payment period.
- 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 and Construction Change Directives issued before last day of construction period covered by application.
- D. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt by stipulated date above.
 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. Schedule of unit prices.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 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. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 3. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 4. AIA Document G707, "Consent of Surety to Final Payment."
 5. Evidence that claims have been settled.
 6. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 012910 - SALES AND USE TAX SAVINGS

1.1 STATE REGULATIONS FOR SALES AND USE TAX SAVINGS

- A. Pursuant to Title 40 (Revenue and Taxation), Code of Alabama 1975, the gross proceeds of the sales of tangible personal property to the State of Alabama, counties and incorporated municipalities, county and city school boards, independent school boards, and all educational institutions and agencies of the state, counties, and municipalities are exempt from sales and use taxes. Such entities may exercise their tax exempt status and save the costs of sales and use taxes to be paid on tangible personal property incorporated into their building construction and improvement projects. "Tangible personal property" will be referred to in these guidelines as "materials" and include materials, supplies, equipment, and other items necessary for the performance of building construction or improvement work by a contractor and its subcontractors.
- B. Legislative Act 2013-205 and Alabama Department of Revenue Rule 810-6-3-.77 enable each contractor and subcontractor to purchase said building materials, construction materials and supplies, and other tangible personal property pursuant to a qualifying contract entered into on or after January 1, 2014. The Alabama Department of Revenue will assign each contractor and subcontractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued. Tax savings arrangements should be implemented with the award of the construction contract; attempts to effect tax savings after materials have been ordered and delivered in the contractor's name or paid for by the contractor will not be honored by the Alabama Department of Revenue.
- C. CRITERIA OF EXEMPTION: To effect tax exempt purchases through a construction contract the following criteria must be met:
 - 1. The contractor must complete and receive approval of Form STC-EXC01 and receive a consumers use tax account in order to purchase materials on the owner's behalf.
 - a. This form shall be completed and approved by the Alabama Department of Revenue on a PER PROJECT basis.
 - 2. The contractor and all subcontractors must file monthly consumers use reports at <http://myalabamataxes.alabama.gov>.

1.2 GENERAL INTENT AND REQUIREMENTS

- A. PURPOSE: The Owner is a Tax Exempt Instrumentality of the State of Alabama. As such, it is authorized to delegate through the use of Alabama Department of Revenue Form STC-1, the Contractor to purchase all, or a portion of, the materials, supplies, equipment, and other items (hereinafter referred to as "materials") necessary for the performance of this Contract by the Contractor and its subcontractors and thereby save the amount of the sales and use tax thereon.
- B. SALES AND USE TAXES ARE NOT INCLUDED IN THE CONTRACT AMOUNT: The Base Bid (and all Alternate Bids) submitted on the proposal form WILL NOT INCLUDE the cost of required taxes, including sales and use taxes; therefore, sales and use taxes will not be included in the Contract amount.
- C. The contractor must include ABC Form C-3A Accounting of Sales Tax Attachment with their proposal. Failure to provide this form will render the bid non-responsive.

1.3 CERTIFICATE OF EXEMPTION

- A. To establish the agency relationship between the Contractor and Owner for the purposes of this Section, both parties will execute Certificates of Exemption upon execution of the Construction Contract and after the Contract Bonds and Contract have been properly executed and approved. The form of Agency Agreement to be utilized is bound at the end of this Section.
- B. The contractor must provide a copy of the contract and a list of subcontractors to the Department of Revenue, Sales and Use Tax Division with Form STC-EXC01.

1.4 GENERAL PROVISIONS

- A. PRECEDENCE: The provisions of this Section take precedence over the printed forms, "Instructions to Bidders", "General Conditions of the Contract", as modified and "Supplementary General Conditions". Unaltered provisions of these documents remain intact.
- B. BID PROPOSALS: The Contractor shall submit its proposal for Base Bid and proposals for each Alternate Bid, if any, excluding all required sales and use taxes.
- C. NOTICE OF INTENT: The Contractor, its subcontractors, sub-subcontractors, and all material suppliers are hereby made aware of the Owner's intent to reduce the Contract amount through the purchase of materials in the manner hereinafter described and the Contractor shall not arbitrarily withhold his consent to the arrangement.
- D. ADMINISTRATION: Purchases and the resulting sales and use tax savings affected pursuant to this Section will be administered by the Contractor in accordance with the procedures set forth herein and utilizing the

presentation of Form STC-1 and accounting through <http://myalabamataxes.alabama.gov>. Under the Certificate of Exemption, the Contractor will be appointed as agent of the Owner to purchase, for and in the name of the Owner, those materials that are necessary for the performance of the Work by the Contractor and its subcontractors.

- E. **CONTRACTOR' ADMINISTRATIVE COSTS:** Any and all costs incurred by the Contractor's administration of purchases pursuant to the provisions of this Section shall be considered to be included in the Contract Amount. No additional costs shall be added to the Contract amount because of the service provided by the Contractor in the purchase of materials for this project in the name of the Owner.
- F. **SUBCONTRACTORS AND SUPPLIERS:** The Contractor shall include provisions in all subcontracts requiring subcontractors and suppliers and their sub-subcontractors and sub-suppliers to also apply for and receive Certificates of Exemption in order to effect the sales and use tax savings procedures set forth therein, fully utilizing the applicable forms bound herein.
- G. **DISCOUNTS:** In the event there is entitlement to a discount because of timely payments for purchases made pursuant to this Section, such discount shall be the property of the Contractor.
- H. **RESPONSIBILITY FOR MATERIALS:** Notwithstanding this special purchase arrangement, the Contractor shall be responsible for all materials purchased hereunder, the same as would have been the case if these tax savings procedures were not implemented. Such responsibility of the Contractor shall include, but not be limited to, selecting, describing, ordering, obtaining approvals, submitting samples, coordinating, processing, preparing shop drawings, expediting deliveries, receiving and unloading, inspecting, properly storing and protecting, insuring, and guaranteeing the materials. The Contractor shall accept and sign for the materials as the Owner's agent.
- I. **WARRANTIES:** The purchase of materials pursuant to this Section shall not relieve the Contractor of its obligation to provide warranties specified elsewhere in these project specifications in full force and effect, the same as if these procedures were not implemented. If the purchase of an item in accordance with these procedures will invalidate the warranty offered and/or required for that item, the Contractor shall notify the Architect and Owner of the condition prior to purchasing the item so that the Owner may evaluate its option to waive these procedures for that purchase. If materials purchased pursuant to this Section fail to meet the requirements of the plans and specifications, the Contractor, as agent of the Owner or its assigns, will be responsible to enforce and pursue, at Contractor's cost and expense, including attorneys fees, all warranty actions against vendors or others responsible for the furnishing of such defective or non-complying materials to Owner.

1.5 PROCEDURES

- A. **CERTIFICATE OF EXEMPTION:** The contractor or subcontractor may present form STC-1 issued by the Alabama Department of Revenue to vendors for purchases of tangible personal property without the payment of sales or use tax.
- B. **PROCESSING OF INVOICES:** The contractor will render payments to Vendors directly.

1.6 MONTHLY ACCOUNTING

- A. The Contractor's shall submit monthly consumers use tax returns and report all exempt purchases to The Alabama Department of Revenue through <http://myalabamataxes.alabama.gov>.



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

ST: EXC-01
11/25

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT/STATUTORILY EXEMPT ENTITY CONSTRUCTION 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/Statutorily Exempt 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 FOR GOVERNMENT/STATUTORILY EXEMPT ENTITY CONSTRUCTION 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 T655
PO Box 327710
Montgomery, AL 36132-7710

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

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 provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

1.5 PROJECT MEETINGS

- A. General: Contractor will schedule and conduct meetings and conferences at Project site, unless otherwise indicated. The Contractor will:
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within [3] <Insert number> days of the meeting.
- B. Preconstruction Conference: Contractor will schedule a preconstruction conference before starting construction, at a time convenient to Owner, and Architect, but no later than 10 days after execution of the Agreement. The conference will be held at Project site or another convenient location. Contractor will conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Review of mockups.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.

- I. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Required performance results.
 - u. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements.
 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Contractor will conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
 - 14) Documentation of information for payment requests.
 3. Reporting: Contractor will distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. 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.
 - a. Include Phasing
 - 2. Site condition reports.
 - 3. Special reports.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
 - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.
- E. Special Reports: Submit at time of unusual event.
- F. Qualification Data: For scheduling consultant.

1.4 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

1.5 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, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work 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.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 3. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 4. 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.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work under More Than One Contract: Include a separate activity for each contract.
 - 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Partial occupancy before Substantial Completion.
 - b. Seasonal variations.
 - c. Environmental control.
 - 5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Submittals.
 - b. Mockups.
 - c. Fabrication.
 - d. Installation.
 - e. Tests and inspections.
 - f. Adjusting.
 - g. Curing.
 - h. Startup and placement into final use and operation.

6. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Contractor's construction schedule using a 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 60 days after date established for the Notice of Award.
 - 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 for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup 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. Utility interruptions.
 - d. Installation.
 - e. Testing and commissioning.
 - f. Punch list and final completion.
 - g. Activities occurring following final completion.
 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, time-scaled 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. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of **5** percent of the Contract Sum.
 - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
 - b. Total cost assigned to activities shall equal the total Contract Sum.
- C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- D. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main 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).
- E. 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.
- F. 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.

2.3 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) 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's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule 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.
 - 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 final completion percentage for each activity.
- B. 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 013200

WARD SCOTT MORRIS ARCHITECTURE, INC.

HUNTSVILLE, ALABAMA

SECTION 013300 - 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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled date of fabrication.

- h. Scheduled dates for purchasing.
- i. Scheduled dates for installation.
- j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow 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 resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each 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. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061600.01) for different submittals under the same section. Resubmittals shall include a dash and a numerical suffix(e.g., 061600.01-1). Please add a brief description of the submittal. (e.g. 061600.01-1 Sheathing Product Data.)
 - 2. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 - 3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.

- j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
4. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals 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 with approval notation from Architect's and Construction Manager's action stamp.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. All documents transmitted for purpose of administration of the contract are to be in electronic stamping and signatures and notifies addressees via email
- 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.

- d. Statement of compliance with specified referenced standards.
- 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. 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 based on Architect's digital data drawing files is otherwise permitted.**
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Compliance with specified standards.
 - c. Notation of dimensions established by field measurement.
 - d. Relationship and attachment to adjoining construction clearly indicated.
 - e. Seal and signature of professional engineer if specified.
 - 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. 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 applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 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.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
 - 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.

- E. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- F. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- I. Installer Certificates: Submit 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.
- J. Material Test Reports: Submit 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.

2.2 DELEGATED DESIGN SERVICES

- A. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit PDF electronic file, 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. Action and Informational Submittals: Review each 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 and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each 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. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. On advice of counsel, retain appropriate terms for action stamp and insert term and explanation of each action taken in subparagraph below. See Evaluations.

- C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY 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 quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 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.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.

9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Ambient conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made directly from Owner.
 3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
 1. Testing agency will notify Architect, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect, with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

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 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. "Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Section 011200 "Multiple Contract Summary" for responsibilities for temporary facilities and controls for projects utilizing multiple contracts, if applicable.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
 - 1. At New Construction
 - a. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
 - b. Water Service: Pay water-service use charges for water used by all entities for construction operations.
 - c. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
 - 2. At Existing Facilities
 - a. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - b. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. If Applicable, Sewer, Water, and Electric Power Service: Use charges are specified in Section 011200 "Multiple Contract Summary."

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
 - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - 3. Indicate methods to be used to avoid trapping water in finished work.

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch-(3.8-mm-)thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch-(60-mm-)OD line posts and 2-7/8-inch-(73-mm-)OD corner and pull posts, with 1-5/8-inch-(42-mm-)OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.
- C. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches (914 by 1524 mm).

2.2 TEMPORARY FACILITIES

- A. Field Offices:
 - 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
 - 2. Owner will provide conditioned interior space for field offices [for duration of Project] [upon completion of demolition and enclosure].
- B. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 1. Provide holding tanks unless otherwise allowed by municipality or authority having jurisdiction.
- C. Water Service:
 1. Install water service and distribution piping in sizes and pressures adequate for construction.
 2. Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service:
 1. Existing Facilities:
 - a. Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
 2. New Facilities:
 - a. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1) Install temporary electric power service overhead unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 1. Existing Facilities:
 - a. Utilize designated area within existing building for temporary field offices as needed.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 312000 "Earth Moving."
 3. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 321216 "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- F. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- G. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- H. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: If applicable, Provide Project identification signs as indicated on Drawings.
- I. Waste Disposal Facilities:
 - 1. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- K. Existing Elevator Use: If applicable, Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work, so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- L. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- M. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.
- N. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control:
 - 1. Comply with requirements of ADEM Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
 - 2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.
 - a. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - b. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - c. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection:

1. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- G. Occupied Facilities: Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.
 1. Construct dustproof partitions with gypsum wallboard, with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 2. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
 3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 4. Insulate partitions to control noise transmission to occupied areas.
 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 6. Protect air-handling equipment.
 7. Provide walk-off mats at each entrance through temporary partition.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard and replace stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - 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 the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for products selected under an allowance.
 - 2. Division 1 Section "References" for applicable industry standards for products specified.
 - 3. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
 - 4. 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[, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise]. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable 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 comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. 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.

1.4 SUBMITTALS

- A. 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. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product 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. Cost information, including a proposal of change, if any, in the Contract Sum.
- g. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week 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 if Contract Sum or Time is changed: Change Order.
 - b. Form of Acceptance if Contract Sum or Time is not changed: Written instruction from Architect.
 - c. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "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.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

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.
 - 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.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.

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.
- 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. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. 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 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
 - 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 3. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 4. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - 5. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - 6. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
 - 7. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable 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. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
 - 9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) 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, 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, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, 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 does not require extensive revisions 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.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000 - 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. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 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.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Architect 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. 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 not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- C. 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.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. 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.

3.3 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 and Architect promptly.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. 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.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- 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. Maintain conditions required for product performance until Substantial Completion.
- D. 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.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. 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. Allow for building movement, including thermal expansion and contraction.
- G. 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.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 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 (27 deg C).

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.
- 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: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

3.7 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.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 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.

END OF SECTION 017000

SECTION 017400 - WARRANTIES

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 warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
 - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
 - 3. Divisions 7
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or re-building, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
 - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

- A. Schedule: Provide roofing warranties on products and installations as specified in the Sections included in the Project Manuals.

END OF SECTION 017400

SECTION 017700 - 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

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
 - 3. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 4. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 5. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 6. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

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. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Advise Owner of changeover in heat and other utilities.
 - 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 10. Complete final cleaning requirements, including touchup painting.
 - 11. 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. Reinspection: Request reinspection 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 "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. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 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. Reinspection: Request reinspection 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. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

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 (115-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experienced in operation and maintenance procedures.

3.2 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 Final Acceptance for entire Project or for a portion of 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. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. 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.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. 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.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017810 - 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

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. 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.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Changes made by Change Order.
 - d. Changes made following Architect's written orders.
 - e. Details not on the original Contract Drawings.
 - f. Field records for variable and concealed conditions.
 - g. Record information on the Work that is shown only schematically.
 - 3. 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.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

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.
 - 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 the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. Note related Change Orders, Record Drawings, and Product Data where applicable.

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.
 - 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 Drawings, and Product Data where applicable.

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 - EXECUTION

3.1 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.

END OF SECTION 017810

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior Framing and Entrances
 - 2. Interior Framing System
 - 3. Exterior and interior manual-swing entrance doors and door-frame units.
- B. Related Requirements:
 - 1. Section 084413 "Glazed aluminum curtain walls" for curtain wall systems.
 - 2. Section 088000 Glazing.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
 - 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
 - 2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
 - a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
 - 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch (300-mm) lengths of full-size components and showing details of the following:
 - 1. Joinery, including concealed welds.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. Glazing.
 - 5. Flashing and drainage.
- F. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware.

ware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

- G. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
 - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.
- B. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by a qualified testing agency.
- C. Quality-Control Program: Developed specifically for Project, including fabrication and installation, according to recommendations in ASTM C 1401. Include periodic quality-control reports.
- D. Source quality-control reports.
- E. Field quality-control reports.
- F. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.
- B. Maintenance Data for Structural Sealant: For structural-sealant-glazed storefront to include in maintenance manuals. Include ASTM C 1401 recommendations for post-installation-phase quality-control program.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.
- D. Structural-Sealant Glazing: Comply with ASTM C 1401 for design and installation of storefront systems.

1.8 MOCKUPS

- A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical wall area as shown on Drawings.
 - 2. Testing shall be performed on mockups according to requirements in "Field Quality Control" Article.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration created by wind and thermal and structural movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Water penetration through fixed glazing and framing areas.

- e. Failure of operating components.
- 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- C. Structural Loads:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Other Design Loads: As indicated on Drawings.
- D. Deflection of Framing Members: At design wind pressure, as follows:
 - 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 13 feet 6 inches (4.1 m) or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19.1 mm), whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.
 - a. Operable Units: Provide a minimum 1/16-inch (1.6-mm) clearance between framing members and operable units.
 - 3. Cantilever Deflection: Where framing members overhang an anchor point, as follows:
 - a. Perpendicular to Plane of Wall: No greater than 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 11 feet 8-1/4 inches (3.6 m) or 1/175 times span, for spans less than 11 feet 8-1/4 inches (3.6 m).
- E. Structural: Test according to ASTM E 330 as follows:
 - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
 - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
 - 1. Fixed Framing and Glass Area:

- a. Maximum air leakage of 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
2. Entrance Doors:
 - a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. (5.08 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
 - b. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. (2.54 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
- G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
 1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).
- H. Water Penetration under Dynamic Pressure: Test according to AAMA 501.1 as follows:
 1. No evidence of water penetration through fixed glazing and framing areas when tested at dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).
 2. Maximum Water Leakage: According to AAMA 501.1 No uncontrolled water penetrating assemblies or water appearing on assemblies' normally exposed interior surfaces from sources other than condensation. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.
- I. Energy Performance: Certify and label energy performance according to NFRC as follows:
 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.45 Btu/sq. ft. x h x deg F (2.55 W/sq. m x K) as determined according to NFRC 100.
 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.
 3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 15 as determined according to NFRC 500.
- J. Noise Reduction: Test according to ASTM E 90, with ratings determined by ASTM E 1332, as follows.
 1. Outdoor-Indoor Transmission Class: Minimum 26.
- K. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
 2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
 - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F (82 deg C).
 - b. Low Exterior Ambient-Air Temperature: 0 deg F (minus 18 deg C).
 - c. Interior Ambient-Air Temperature: 75 deg F (24 deg C).
- L. Structural-Sealant Joints:
 1. Designed to carry gravity loads of glazing.
 2. Designed to produce tensile or shear stress of less than 20 psi (138 kPa).
- M. Structural Sealant: Capable of withstanding tensile and shear stresses imposed by structural-sealant-glazed storefront system without failing adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.
 1. Adhesive failure occurs when sealant pulls away from substrate cleanly, leaving no sealant material behind.
 2. Cohesive failure occurs when sealant breaks or tears within itself but does not separate from each substrate because sealant-to-substrate bond strength exceeds sealant's internal strength.

2.2 MANUFACTURERS

- A. Framing for Exterior Service-
 1. Basis-of-Design Product: Subject to compliance with requirements, provide
 - a. Kawneer North America - Trifab VersaGlaze 601T
 2. or comparable product by one of the following:
 - a. Coral Industries, Inc;
 - b. EFCO Corporation.
- B. Framing for Interior Service-
 1. Basis-of-Design Product: Subject to compliance with requirements, provide
 - a. Kawneer North America - InFrame Interior Framing System (Non-Thermal)

2. or comparable product by one of the following:
 - a. Coral Industries, Inc;
 - b. EFCO Corporation.
- C. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing spandrel panels and accessories, from single manufacturer.

2.3 FRAMING

A. EXTERIOR FRAMING

1. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - a. Construction: Thermally broken.
 - b. Glazing System: Retained mechanically with gaskets on four sides.
 - c. Glazing Plane: Center
 - d. Finish: Anodic finish, from mfg standard range
 - e. Fabrication Method: Field-fabricated stick system.
2. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
3. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
4. Materials:
 - a. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1) Sheet and Plate: ASTM B 209 (ASTM B 209M).
 - 2) Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
 - 3) Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
 - 4) Structural Profiles: ASTM B 308/B 308M.
5. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
 - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

B. INTERIOR FRAMING

1. Basis-of-design Product:
 - a. Kawneer Company Inc.
 - b. InFrame® Interior Framing System (Non-Thermal)
 - c. System Dimensions: 2" x 6" (50.8 x 152.4) nominal dimension
 - d. Glass: Center Plane, clear, safety glass

2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
 1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch-(3.2-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
 - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
 2. Door Design: Wide stile; 5-inch (127-mm) nominal width.
 3. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.

2.5 **ENTRANCE DOOR HARDWARE**

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087100 "Door Hardware."
- B. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door to comply with requirements in this Section.
 - 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
 - 3. Opening-Force Requirements:
 - a. Egress Doors: Not more than 15 lbf (67 N) to release the latch and not more than 30 lbf (133 N) to set the door in motion and not more than 15 lbf (67 N) to open the door to its minimum required width.
 - b. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.
- C. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of entrance door hardware are indicated in "Entrance Door Hardware Sets" Article. Products are identified by using entrance door hardware designations as follows:
 - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in "Entrance Door Hardware Sets" Article.
 - 2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.
- D. Continuous-Gear Hinges: BHMA A156.26.
- E. Cylinders: As specified in Section 087100 "Door Hardware."
- F. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- G. Operating Trim: BHMA A156.6.
- H. Removable Mullions: BHMA A156.3, extruded aluminum.
 - 1. When used with panic exit devices, provide removable mullions listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305. Use only mullions that have been tested with exit devices to be used.
- I. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.
- J. Concealed Overhead Holders: BHMA A156.8, Grade 1.
- K. Surface-Mounted Holders: BHMA A156.16, Grade 1.
- L. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
- M. Weather Stripping: Manufacturer's standard replaceable components.
 - 1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
 - 2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
- N. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
- O. Silencers: BHMA A156.16, Grade 1.
- P. Thresholds: BHMA A156.21, raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch (12.7 mm).
- Q. Finger Guards: Manufacturer's standard collapsible neoprene or PVC gasket anchored to frame hinge-jamb at center-pivoted doors.

2.6 **GLAZING**

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.
- D. Sealants used inside the weatherproofing system shall have a VOC content of 250 g/L.

- E. Sealants used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- F. Structural Glazing Sealants: ASTM C 1184, chemically curing silicone formulation that is compatible with system components with which it comes in contact, specifically formulated and tested for use as structural sealant and approved by structural-sealant manufacturer for use in storefront system indicated.
 - 1. Color: As selected by Architect from manufacturer's full range of colors.
- G. Weatherseal Sealants: ASTM C 920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and structural-sealant-glazed storefront manufacturers for this use.
 - 1. Color: Match structural sealant.

2.7 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch (25.4 mm) that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
 - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123/A 123M or ASTM A 153/A 153M requirements.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- D. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil (0.762-mm) thickness per coat.

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Physical and thermal isolation of glazing from framing members.
 - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 5. Provisions for field replacement of glazing from interior for vision glass and exterior for spandrel glazing or metal panels.
 - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- F. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 - 1. At exterior doors, provide compression weather stripping at fixed stops.
 - 2. At interior doors, provide silencers at stops to prevent metal-to-metal contact. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.
- G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
 - 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.

2. At exterior doors, provide weather sweeps applied to door bottoms.
- H. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- I. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm.
 1. Color: Clear Anodized

2.10 SOURCE QUALITY CONTROL

- A. Structural Sealant: Perform quality-control procedures complying with ASTM C 1401 recommendations including, but not limited to, assembly material qualification procedures, sealant testing, and assembly fabrication reviews and checks.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare surfaces that are in contact with structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.

3.3 INSTALLATION

- A. General:
 1. Comply with manufacturer's written instructions.
 2. Do not install damaged components.
 3. Fit joints to produce hairline joints free of burrs and distortion.
 4. Rigidly secure nonmovement joints.
 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 6. Seal perimeter and other joints watertight unless otherwise indicated.
- B. Metal Protection:
 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.
- D. Install components plumb and true in alignment with established lines and grades.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Section 088000 "Glazing."
- G. Install weatherseal sealant according to Section 079200 "Joint Sealants" and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.
- H. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.4 ERECTION TOLERANCES

- A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
 - 1. Plumb: 1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
 - 2. Level: 1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
 - 3. Alignment:
 - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch (12.7 mm) wide, limit offset from true alignment to 1/16 inch (1.6 mm).
 - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch (12.7 to 25.4 mm) wide, limit offset from true alignment to 1/8 inch (3.2 mm).
 - c. Where surfaces are separated by reveal or protruding element of 1 inch (25.4 mm) wide or more, limit offset from true alignment to 1/4 inch (6 mm).
 - 4. Location: Limit variation from plane to 1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2 inch (12.7 mm) over total length.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Field Quality-Control Testing: Perform the following test on representative areas of aluminum-framed entrances and storefronts.
 - 1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
 - a. Perform a minimum of two tests in areas as directed by Architect.
 - b. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion.
- C. Structural-Sealant Adhesion: Test structural sealant according to recommendations in ASTM C 1401, Destructive Test Method A, "Hand Pull Tab (Destructive)," Appendix X2.
 - 1. Test a minimum of two areas on each building facade.
 - 2. Repair installation areas damaged by testing.
- D. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 084113

WARD SCOTT MORRIS ARCHITECTURE, INC.

TUSCALOOSA, ALABAMA

SECTION 084413 - GLAZED ALUMINUM CURTAIN WALLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes glazed aluminum curtain walls.
- B. Related Requirements:

- 1. Section 088000 "Glazing" for glass requirements.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

- B. Shop Drawings: For glazed aluminum curtain walls. Include plans, elevations, sections, full-size details, and attachments to other work.

- 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.

- 2. Include full-size isometric details of each vertical-to-horizontal intersection of glazed aluminum curtain walls, showing the following:

- a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.

- 3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

- C. Samples for Initial Selection: For units with factory-applied color finishes.

- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and field testing agency.

- B. Energy Performance Certificates: For glazed aluminum curtain walls, accessories, and components from manufacturer.

- 1. Basis for Certification: NFRC-certified energy performance values for each glazed aluminum curtain wall.

- C. Product Test Reports: For glazed aluminum curtain walls, for tests performed by a qualified testing agency.

- D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For glazed aluminum curtain walls to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
 - B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025.
 - C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.8 WARRANTY

- A. Special Assembly Warranty: Manufacturer agrees to repair or replace components of glazed aluminum curtain wall that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration created by wind and thermal and structural movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Water penetration through fixed glazing and framing areas.
 - e. Failure of operating components.
 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. General Performance: Comply with performance requirements specified, as determined by testing of glazed aluminum curtain walls representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 1. Glazed aluminum curtain walls shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.

B. Delegated Design:

1. Design glazed aluminum curtain walls, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

C. Structural Loads:

1. Wind Loads: As indicated on Drawings.
2. Other Design Loads: As indicated on Drawings.

D. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to $1/175$ of clear span for spans up to 13 feet 6 inches (4.1 m) and to $1/240$ of clear span plus $1/4$ inch (6.35 mm) for spans greater than 13 feet 6 inches (4.1 m) or an amount that restricts edge deflection of individual glazing lites to $3/4$ inch (19.1 mm), whichever is less.
2. Deflection Parallel to Glazing Plane: Limited to $1/360$ of clear span or $1/8$ inch (3.2 mm), whichever is smaller.
 - a. Operable Units: Provide a minimum $1/16$ -inch (1.6-mm) clearance between framing members and operable units.
3. Cantilever Deflection: Where framing members overhang an anchor point, as follows:
 - a. Perpendicular to Plane of Wall: No greater than $1/240$ of clear span plus $1/4$ -inch (6.35-mm) for spans greater than 11 feet 8- $1/4$ inches (3.6 m) or $1/175$ times span, for spans less than 11 feet 8- $1/4$ inches (3.6 m).

E. Structural: Test according to ASTM E 330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:

1. Fixed Framing and Glass Area:
 - a. Maximum air leakage of 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).

G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).

H. Seismic Performance: Glazed aluminum curtain walls shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.
2. Vertical Interstory Movement: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.7 at design displacement and 1.5 times the design displacement.

I. Energy Performance: Certify and label energy performance according to NFRC as follows:

1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.65 Btu/sq. ft. x h x deg F (2.55 W/sq. m x K) as determined according to NFRC 100.
2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.

3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 15 as determined according to NFRC 500.
- J. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
 2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
 - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F (82 deg C).
 - b. Low Exterior Ambient-Air Temperature: 0 deg F (minus 18 deg C).

2.2 MANUFACTURERS

- A. Source Limitations: Obtain all components of curtain wall system, including framing spandrel panels entrances and accessories, from single manufacturer
- B. Basis of Design is:
 1. Kawneer Company, Inc.
 - a. 1600 Wall System®1 Curtain Wall:
 - 1) Sight line: 2-1/2" (63.5 mm)
 - 2) Outside-glazed pressure plate format
 - 3) System depth: 6" for 1" insulating glazing
 - a) Single Span design with integral steel reinforcing as required
 - b) Assumed Allowable Stress Load: D= 50 PSF: Verify with delegated design requirement
 - c) Reference Wind Load Chart for #162064 w/162363/364
 - b. Tested to AAMA 501, ASTM E 1886, E 1996, and TAS 201, 202, 2031600 System 1 Curtain Wall / Single Span Series as manufactured by Kawneer North America.
 2. Approved Mfgs: subject to compliance with requirements, comparable products by the following:
 - a. EFCO
 - b. Coral Industries
 - c. Tubelite

2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 1. Construction: Thermally broken.
 2. Glazing System: Retained mechanically with gaskets on four sides.
 3. Glazing Plane: Center
 4. Finish: As selected from manufacturers full range of finish options.
 5. Fabrication Method: Factory-fabricated unitized system.
- B. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.
 1. Include snap-on aluminum trim that conceals fasteners.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Materials:
 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - a. Sheet and Plate: ASTM B 209 (ASTM B 209M).
 - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
 - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
 - d. Structural Profiles: ASTM B 308/B 308M.

2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
 - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.4 ENTRANCES

- A. Entrances: Comply with Section 084113 "Aluminum-Framed Entrances and Storefronts."

2.5 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers. Comply with Section 088000 "Glazing."
- C. Glazing Sealants: As recommended by manufacturer.

2.6 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 2. Reinforce members as required to receive fastener threads.
- B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Physical and thermal isolation of glazing from framing members.
 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 5. Provisions for field replacement of glazing from interior for vision glass and exterior for spandrel glazing or metal panels.
- D. Fabricate components to resist water penetration as follows:
 1. Internal guttering system or other means to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.
 2. Pressure-equalized system or double barrier design with primary air and vapor barrier at interior side of glazed aluminum curtain wall and secondary seal weeped and vented to exterior.
- E. Curtain-Wall Framing: Fabricate components for assembly using manufacturer's standard assembly method.
- F. Factory-Assembled Frame Units:
 1. Rigidly secure nonmovement joints.
 2. Prepare surfaces that are in contact structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion.
 3. Preparation includes, but is not limited to, cleaning and priming surfaces.
 4. Seal joints watertight unless otherwise indicated.

5. Install glazing to comply with requirements in Section 088000 "Glazing."
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.8 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
 1. Color: Dark bronze.

2.9 INSULATED SPANDREL PANELS:

1. Laminated, metal-faced flat panels with no deviations in plane exceeding 0.8 percent of panel dimension in width or length.
 - a. Overall Panel Thickness: 1 inch (25.4 mm).
 - b. Exterior Skin: Aluminum.
 - 1) Thickness: Manufacturer's standard for finish and texture indicated.
 - 2) Finish: Match framing system.
 - 3) Texture: Smooth.
 - 4) Backing Sheet: 0.157-inch- (4-mm-) thick cement board.
 - c. Interior Skin: Aluminum.
 - 1) Thickness: Manufacturer's standard for finish and texture indicated.
 - 2) Finish: Matching storefront framing.
 - 3) Texture: Smooth.
 - 4) Backing Sheet: 0.157-inch- (4-mm-) thick cement board.
 - d. Thermal Insulation Core: Manufacturer's standard rigid, closed-cell, polyisocyanurate board.
 - e. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1) Flame-Spread Index: 25 or less.
 - 2) Smoke-Developed Index: 450 or less.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General:
 1. Comply with manufacturer's written instructions.
 2. Do not install damaged components.
 3. Fit joints to produce hairline joints free of burrs and distortion.
 4. Rigidly secure nonmovement joints.
 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 6. Where welding is required, weld components in concealed locations to minimize distortion or discoloration of finish. Protect glazing surfaces from welding.
 7. Seal joints watertight unless otherwise indicated.
- B. Metal Protection:
 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with primer, applying sealant or tape, or installing nonconductive spacers as recommended by manufacturer for this purpose.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.

- D. Install components plumb and true in alignment with established lines and grades.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Section 088000 "Glazing."

3.3 ERECTION TOLERANCES

- A. Erection Tolerances: Install glazed aluminum curtain walls to comply with the following maximum tolerances:
 - 1. Plumb: 1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
 - 2. Level: 1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
 - 3. Alignment:
 - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch (12.7 mm) wide, limit offset from true alignment to 1/16 inch (1.6 mm).
 - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch (12.7 to 25.4 mm) wide, limit offset from true alignment to 1/8 inch (3.2 mm).
 - c. Where surfaces are separated by reveal or protruding element of 1 inch (25.4 mm) wide or more, limit offset from true alignment to 1/4 inch (6 mm).
 - 4. Location: Limit variation from plane to 1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2 inch (12.7 mm) over total length.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Test Area: Perform tests on one bay at least 30 feet (9.1 m), by one story representative areas of glazed aluminum curtain walls.
- C. Field Quality-Control Testing: Perform the following test on representative areas of glazed aluminum curtain walls.
 - 1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
 - a. Perform a minimum of two tests in areas as directed by Architect.
 - b. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion.
 - 2. Air Infiltration: ASTM E 783 at 1.5 times the rate specified for laboratory testing in "Performance Requirements" Article but not more than 0.09 cfm/sq. ft. (0.45 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
 - a. Perform a minimum of two tests in areas as directed by Architect.
 - b. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion.
 - 3. Water Penetration: ASTM E 1105 at a minimum uniform static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft. (300 Pa), and shall not evidence water penetration.
- D. Glazed aluminum curtain walls will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 084413

SECTION 099123 - INTERIOR PAINTING

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 this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Concrete masonry units (CMU).
 - 3. Steel.
 - 4. Galvanized metal.
 - 5. Aluminum (not anodized or otherwise coated).
 - 6. Wood.
 - 7. Gypsum board.
 - 8. Plaster.
- B. Related Sections include the following:
 - 1. Division 5 Sections for shop priming of metal substrates with primers specified in this Section.
 - 2. Division 6 Sections for shop priming carpentry with primers specified in this Section.
 - 3. Division 9 Section "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.
 - 4. Division 9 Section "Wood Stains and Transparent Finishes" for surface preparation and the application of wood stains and transparent finishes on interior wood substrates.

1.3 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
 - 3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.5 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Benjamin Moore & Co.
 - 2. PPG Architectural Finishes, Inc.
 - 3. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: As indicated in a color schedule.

2.3 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler: MPI #4.
 - 1. VOC Content: E Range of E2.

2.4 PRIMERS/SEALERS

- A. Interior Latex Primer/Sealer: MPI #50.
 - 1. VOC Content: E Range of E2.
 - 2. Environmental Performance Rating: EPR 2.
- B. Interior Alkyd Primer/Sealer: MPI #45.
 - 1. VOC Content: E Range of E2.

2.5 METAL PRIMERS

- A. Quick-Drying Alkyd Metal Primer: MPI #76.
 - 1. VOC Content: E Range of E2.
- B. Cementitious Galvanized-Metal Primer: MPI #26.
 - 1. VOC Content: E Range of E2.

2.6 EPOXY PAINTS

- A. Interior Latex Epoxy (Eggshell) MPI#139 (Gloss Level 3).
 - 1. VOC Content E Range of E2.
 - 2. Environmental Performance Rating EPR 2
- B. Interior Latex Epoxy (Semi-Gloss) MPI#153 (Gloss Level 5).
 - 1. VOC Content E Range of E2.
 - 2. Environmental Performance Rating EPR 2.

2.7 LATEX PAINTS

- A. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).
 - 1. VOC Content: E Range of E2.
 - 2. Environmental Performance Rating: EPR 2.
- B. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).
 - 1. VOC Content: E Range of E2.
 - 2. Environmental Performance Rating: EPR 2.

2.8 ALKYD PAINTS

- A. Interior Alkyd (Gloss): MPI #48 (Gloss Level 6).
 - 1. VOC Content: E Range of E2.

2.9 FLOOR COATINGS

- A. Interior/Exterior Clear Concrete Floor Sealer (100% acrylic resin): Richard's Paver-Seal

1. VOC Content: E Range of E2.
- B. Exterior/Interior Alkyd Floor Enamel (Gloss): MPI #27 (Gloss Level 6).
 1. VOC Content: E Range of E2.
 2. Additives: Manufacturer's standard additive to increase skid resistance of painted surface.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
 2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
 5. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Aluminum Substrates: Remove surface oxidation.
- I. Wood Substrates:
 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- J. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- K. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
1. Mechanical Work:
 - a. Uninsulated metal piping.
 - b. Uninsulated plastic piping.
 - c. Pipe hangers and supports.
 - d. Tanks that do not have factory-applied final finishes.
 - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
1. Latex Over Sealer System: MPI INT 3.1A.
 - a. Prime Coat: Interior latex primer/sealer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (eggshell).
- B. Concrete Substrates, Traffic Surfaces:
1. Alkyd Floor Enamel System: MPI INT 3.2B.
 - a. Prime Coat: Exterior/interior alkyd floor enamel (gloss).
 - b. Intermediate Coat: Exterior/interior alkyd floor enamel (gloss).
 - c. Topcoat: Exterior/interior alkyd floor enamel (gloss).
 2. Clear Sealer System: MPI INT 3.2F.
 - a. First Coat: Interior/exterior clear concrete floor sealer (solvent based).
 - b. Topcoat: Interior/exterior clear concrete floor sealer (solvent based).
- C. CMU Substrates:
1. Latex System: MPI INT 4.2A.
 - a. Prime Coat: Interior/exterior latex block filler.

- b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).
- D. Dry Interior Overheads, Gymnasium Service: (Mild, Climate Controlled Exposures): Carbon Steel, Galvanized Steel, Primed Metal Joists, Wood, Concrete, and HVAC.
 - 1. Primer/Finish: 2 Coats of DevGuard 4308 Alkyd Industrial Gloss Enamel or equal.
 - a. Dry Film Thickness: 2.0-4.0 mils/coat.
- E. Steel Substrates:
 - 1. Alkyd System: MPI INT 5.1E.
 - a. Prime Coat: Quick-drying alkyd metal primer.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (gloss).
- F. Galvanized-Metal Substrates:
 - 1. Alkyd System: MPI INT 5.3C.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (gloss).
- G. Aluminum (Not Anodized or Otherwise Coated) Substrates:
 - 1. Alkyd Over Quick-Drying Primer System: MPI INT 5.4J.
 - a. Prime Coat: Quick-drying primer for aluminum.
 - b. Intermediate Coat: Interior alkyd matching topcoat.
 - c. Topcoat: Interior alkyd (gloss).
- H. Gypsum Board Substrates:
 - 1. Latex System: MPI INT 9.2A.
 - a. Prime Coat: Interior latex primer/sealer matching topcoat.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (eggshell).

END OF SECTION 099123

SECTION 122413 - ROLLER WINDOW SHADES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Manually operated, single-roller shades
 - a. Scope: All exterior windows except for entries.
 - 2. Motor-operated, single-roller shades
 - a. Scope: Gymnasium windows
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood blocking and grounds for mounting roller shades and accessories.
 - 2. Section 079200 "Joint Sealants" for sealing the perimeters of installation accessories for light-blocking shades with a sealant.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, features, finishes, and operating instructions for roller shades.
- B. Shop Drawings: Show fabrication and installation details for roller shades, including shadeband materials, their orientation to rollers, and their seam and batten locations.
- C. Samples: For each exposed product and for each color and texture specified, 10 inches (250 mm) long.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of shadeband material.
- C. Product Test Reports: For each type of shadeband material, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roller shades to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roller shades in factory packages, marked with manufacturer, product name, and location of installation using same designations indicated on Drawings.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install roller shades until construction and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain roller shades from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Window Covering Safety Standard: Provide roller window shades that comply with WCMA A100.1.
- B. Fire Performance: Tested in accordance with and meeting the flame propagation performance criteria of Test 1 or Test 2, as appropriate, of NFPA 701; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- C. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by a qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
 - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
 - a. Drapery Operators: UL CCN FDDR, including UL 325.

2.3 MANUALLY OPERATED SHADES WITH SINGLE ROLLERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Hunter Douglas Contract.
 - 2. Levolor.
 - 3. MechoShade Systems, Inc.
 - 4. Springs Window Fashions; SWFcontract.
 - 5. Draper
- B. Chain-and-Clutch Operating Mechanisms: With continuous-loop bead chain and clutch that stops shade movement when bead chain is released; permanently adjusted and lubricated.
 - 1. Bead Chains: Manufacturer's standard.
 - a. Loop Length: Full length of roller shade.
 - b. Limit Stops: Provide upper and lower ball stops.
 - c. Chain-Retainer Type: Clip, jamb mount, Chain tensioner, jamb mounted.
 - 2. Spring Lift-Assist Mechanisms: Manufacturer's standard for balancing roller shade weight and for lifting heavy roller shades.
 - a. Provide for shadebands that weigh more than 10 lb (4.5 kg) or for shades as recommended by manufacturer, whichever criterion is more stringent.
- C. Rollers: Corrosion-resistant steel or extruded-aluminum tubes of diameters and wall thicknesses required to accommodate operating mechanisms and weights and widths of shadebands indicated without deflection. Provide with permanently lubricated drive-end assemblies and idle-end assemblies designed to facilitate removal of shadebands for service.
 - 1. Roller Drive-End Location: Right side of interior face of shade.
 - 2. Direction of Shadeband Roll: Regular, from back (exterior face) of roller.
 - 3. Shadeband-to-Roller Attachment: Manufacturer's standard method.
- D. Mounting Hardware: Brackets or endcaps, corrosion resistant and compatible with roller assembly, operating mechanism, installation accessories, and mounting location and conditions indicated.
- E. Roller-Coupling Assemblies: Coordinated with operating mechanism and designed to join up to three inline rollers into a multiband shade that is operated by one roller drive-end assembly.
- F. Shadebands:
 - 1. Shadeband Material: Light-filtering fabric.
 - 2. Shadeband Bottom (Hem) Bar: Steel or extruded aluminum.
 - a. Type: Enclosed in sealed pocket of shadeband material.
 - b. Color and Finish: As selected by Architect from manufacturer's full range.
- G. Installation Accessories:
 - 1. Front Fascia: Aluminum extrusion that conceals front and underside of roller and operating mechanism and attaches to roller endcaps without exposed fasteners.
 - a. Shape: L-shaped.
 - b. Height: Manufacturer's standard height required to conceal roller and shadeband assembly when shade is fully open.

2. Endcap Covers: To cover exposed endcaps.
3. Installation Accessories Color and Finish: As selected from manufacturer's full range.

2.4 MOTOR-OPERATED, SINGLE-ROLLER SHADES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Hunter Douglas Contract.
 2. Levolor.
 3. MechoShade Systems, Inc.
 4. Springs Window Fashions; SWFcontract.
 5. Draper
- B. Rollers: Corrosion-resistant steel or extruded-aluminum tubes of diameters and wall thicknesses required to accommodate operating mechanisms and weights and widths of shadebands indicated without deflection. Provide with permanently lubricated drive-end assemblies and idle-end assemblies designed to facilitate removal of shadebands for service.
 1. Roller Drive-End Location: Right side of interior face of shade.
 2. Direction of Shadeband Roll: Regular, from back (exterior face) of roller.
 3. Shadeband-to-Roller Attachment: Manufacturer's standard method.
- C. Roller-Coupling Assemblies: Coordinated with operating mechanism and designed to join up to six inline rollers into a multiband shade that is operated by one roller drive-end assembly.
- D. Shadebands:
 1. Shadeband Material: Light-filtering fabric.
 2. Shadeband Bottom (Hem) Bar: Steel or extruded aluminum.
 - a. Type: Enclosed in sealed pocket of shadeband material.
 - b. Color and Finish: As selected by Architect from manufacturer's full range.
- E. Mounting Hardware: Brackets or endcaps, with endcap covers where exposed, corrosion resistant and compatible with roller mounting configuration, roller assemblies, operating mechanisms, installation accessories, and installation location and conditions indicated.
- F. Installation Accessories:
 1. Front Fascia: Aluminum extrusion that conceals front and underside of roller and operating mechanism and attaches to roller endcaps without exposed fasteners.
 - a. Shape: L-shaped.
 - b. Height: Manufacturer's standard height required to conceal roller and shadeband assembly when shade is fully open.
 2. Endcap Covers: To cover exposed endcaps.
 3. Installation Accessories Color and Finish: As selected from manufacturer's full range.

2.5 MOTOR-OPERATED, DOUBLE-ROLLER SHADES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Hunter Douglas Contract.
 2. Levolor.
 3. MechoShade Systems, Inc.
 4. Springs Window Fashions; SWFcontract.
 5. Draper
- B. Rollers: Corrosion-resistant steel or extruded-aluminum tubes of diameters and wall thicknesses required to accommodate operating mechanisms and weights and widths of shadebands indicated without deflection. Provide with permanently lubricated drive-end assemblies and idle-end assemblies designed to facilitate removal of shadebands for service.
 1. Double-Roller Mounting Configuration: Offset, outside roller over and inside roller under.
 2. Inside Roller:
 - a. Drive-End Location: Right side of interior face of shade.
 - b. Direction of Shadeband Roll: Regular, from back (exterior face) of roller.
 3. Outside Roller:
 - a. Drive-End Location: Right side of interior face of shade.
 - b. Direction of Shadeband Roll: Regular, from back (exterior face) of roller.

4. Shadeband-to-Roller Attachment: Manufacturer's standard method.
- C. Roller-Coupling Assemblies: Coordinated with operating mechanism and designed to join up to six inline rollers into a multiband shade that is operated by one roller drive-end assembly.
- D. Inside Shadebands:
 1. Shadeband Material: Light-filtering fabric.
 2. Shadeband Bottom (Hem) Bar: Steel or extruded aluminum.
 - a. Type: Enclosed in sealed pocket of shadeband material.
 - b. Color and Finish: As selected by Architect from manufacturer's full range.
- E. Outside Shadebands:
 1. Shadeband Material: Light-blocking fabric.
 2. Shadeband Bottom (Hem) Bar: Steel or extruded aluminum.
 - a. Type: Enclosed in sealed pocket of shadeband material.
 - b. Color and Finish: As selected by Architect from manufacturer's full range.
- F. Mounting Hardware: Double roller brackets or endcaps, with endcap covers where exposed, corrosion resistant and compatible with roller mounting configuration, roller assemblies, operating mechanisms, installation accessories, and installation location and conditions indicated.
- G. Installation Accessories:
 1. Double Roller Front Fascia: Aluminum extrusion that conceals front and underside of rollers and shadeband assemblies and attaches to double roller endcaps without exposed fasteners.
 - a. Shape: L-shaped.
 - b. Height: Manufacturer's standard height required to conceal roller and shadeband assemblies when shades are fully open.
 2. Double Roller Exposed Headbox: Extruded-aluminum enclosure including front fascia, L-shaped top/back cover, and removable bottom closure, that fully conceals rollers and shadeband assemblies, and attaches to double roller endcaps without exposed fasteners.
 - a. Size: Manufacturer's standard height and width required to enclose rollers and shadeband assemblies when shades are fully open
 3. Endcap Covers: To cover exposed endcaps.
 4. Installation Accessories Color and Finish: As selected from manufacturer's full range.

2.6 MOTORIZED OPERATION

- A. Motorized Operating Systems: Factory-assembled, motorized roller window shades with shade-operator system of size and capacity and with features, characteristics, and accessories required for conditions indicated, complete with motor and factory-prewired motor controls, power disconnect switch, enclosures protecting controls and operating parts, and accessories required for complete operation. For wired controls, include wiring from motor controls to motors. Coordinate operator wiring requirements and electrical characteristics with building electrical system.
- B. Type:
 1. RTS Motor with Wireless Controls: Roller window shade manufacturer's standard tubular motor to suit conditions indicated, enclosed in roller.
 - a. Standard Motor: 120V AC motor with built-in radio receiver. Tubular motor concealed inside each shade roller tube.
 - b. Wireless Wall Switch:
 - 1) Four channel wireless wall switch for radio motor control-White.

2.7 SHADEBAND MATERIALS

- A. Shadeband Material Flame-Resistance Rating: Comply with NFPA 701. Testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- B. Light-Filtering Fabric: Woven fabric, stain and fade resistant.
 1. Source: Roller shade manufacturer.
 2. Type: PVC-coated fiberglass
 3. Openness Factor: 5 percent.
 4. Color: As selected by Architect from manufacturer's full range.
- C. Light-Blocking Fabric: Opaque fabric, stain and fade resistant.
 1. Source: Roller shade manufacturer.
 2. Type: PVC-coated fiberglass
 3. Color: As selected by Architect from manufacturer's full range.

2.8 ROLLER SHADE FABRICATION

- A. Product Safety Standard: Fabricate roller shades to comply with WCMA A 100.1, including requirements for flexible, chain-loop devices; lead content of components; and warning labels.
- B. Unit Sizes: Fabricate units in sizes to fill window and other openings as follows, measured at 74 deg F (23 deg C):
 - 1. Between (Inside) Jamb Installation: Width equal to jamb-to-jamb dimension of opening in which shade is installed less 1/4 inch (6 mm) per side or 1/2-inch (13-mm) total, plus or minus 1/8 inch (3.1 mm). Length equal to head-to-sill or -floor dimension of opening in which shade is installed less 1/4 inch (6 mm), plus or minus 1/8 inch (3.1 mm).
 - 2. Outside of Jamb Installation: Width and length as indicated, with terminations between shades of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- C. Shadeband Fabrication: Fabricate shadebands without battens or seams to extent possible, except as follows:
 - 1. Vertical Shades: Where width-to-length ratio of shadeband is equal to or greater than 1:4, provide battens and seams at uniform spacings along shadeband length to ensure shadeband tracking and alignment through its full range of movement without distortion of the material.
 - 2. Railroaded Materials: Railroad material where material roll width is less than the required width of shadeband and where indicated. Provide battens and seams as required by railroaded material to produce shadebands with full roll-width panel(s) plus, if required, one partial roll-width panel located at top of shadeband.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ROLLER SHADE INSTALLATION

- A. Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions.
- B. Electrical:
 - 1. Connect motor-operated roller window shades to building electrical system.
 - 2. Comply with manufacturer's written installation instructions.

3.3 ADJUSTING

- A. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

3.4 CLEANING AND PROTECTION

- A. Clean roller shade surfaces, after installation, according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- A. Protect electrical wiring, cabling, raceways, and boxes, after installation. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use, before time of substantial completion.
- B. Replace damaged roller shades that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain motor-operated roller shades.

END OF SECTION 122413

