

PROJECT MANUAL

U.S. SPACE AND ROCKET CENTER A-12 OXCART EXHIBIT

Huntsville, Alabama

for

U.S. SPACE AND ROCKET CENTER
(Local Funds)

ISSUE FOR DCM REVIEW

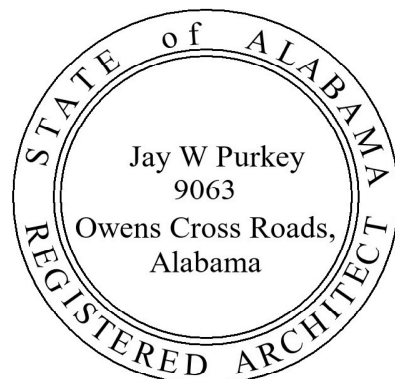
June 23, 2025

Prepared By

GMC

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T 256.539.3431
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GMC PROJECT NUMBER: ABHM250002



A handwritten signature in blue ink, appearing to read "JPurkey", located below the professional seal.

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The Project Manual, Technical Specifications, Drawings, and all other documents relating to this project have been prepared for this individual and particular project, and for the exclusive use of the original Owner, developer or other party so indicated.

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GOODWYN MILLS CAWOOD, LLC.

GMCNETWORK.COM

**SECTION 00 0103
PROJECT DIRECTORY**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.2 OWNER:

- A. Name: Alabama Space Science Exhibit Commission dba U.S. Space and Rocket Center
1. Address Line 1: One Tranquility Base.
 2. City: Huntsville.
 3. State: Alabama.
 4. Zip Code: 35805.
 5. Telephone: (256) 721-7175.
- B. Primary Contact: All correspondence from the Contractor to the Architect will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Name: Sam Mitchell.
 2. Email: samm@spacecamp.com.

1.3 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Company Name: Goodwyn, Mills, Cawood LLC.
 - a. Address Line 1: 117 Jefferson Street N.
 - b. City: Huntsville.
 - c. State: Alabama.
 - d. Zip Code: 35801.
 - e. Telephone: 256-539-3431.
 2. Primary Contact:
 - a. Title: Project Manager.
 - b. Name: Jay Purkey.
 - c. Email: jay.purkey@gmcnetwork.com.
- B. Structural Engineering Consultant:
1. Company Name: Tucker Jones Engineering Associated, P.C..
 - a. Address Line 1: 3300 Cahaba Road, Suite 210 .
 - b. City: Birmingham.
 - c. State: AL.
 - d. Zip Code: 35233.
 - e. Telephone: 205-879-5660.
 2. Primary Contact:
 - a. Name: Greg Tucker.
- C. Civil Engineer Consultant:
1. Company Name: Corey Shoop
 - a. Address Line 1: 2400 5th Ave S, Suite 200
 - b. City: Birmingham

- c. State: Alabama
- d. Zip Code: 35233
- e. Telephone: 205-879-4462
- 2. Primary Contact:
 - a. Name: Cory Shoop

PART 2 PRODUCTS - NOT USED

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1. BID DOCUMENTS:

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

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

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

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

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

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

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

4. PREFERENCE to RESIDENT CONTRACTORS:

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

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS:

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

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

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

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

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

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

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

c. Bid Guaranty

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

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

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

d. Delivery of Bids:

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

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

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

9. WITHDRAWAL or REVISION of BIDS:

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

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

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

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

10. OPENING of BIDS:

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

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

11. INCOMPLETE and IRREGULAR BIDS:

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

12. BID ERRORS:

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

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

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

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

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

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

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

13. DISQUALIFICATION of BIDDERS:

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

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

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

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

14. CONSIDERATION of BIDS:

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

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

15. DETERMINATION of LOW BIDDER by USE of ALTERNATES:

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

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

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

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

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

16. UNIT PRICES:

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

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

17. AWARD of CONTRACT:

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

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

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

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

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

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

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

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
[Additions to Standard DCM Form C2, dated August 2021]

1. **UNIT PRICES:** Bidders are requested to bid on all Unit Price Items indicated. Where a Unit Price does not involve a change in price, insert the words “No Change.” Bidders not desiring to bid a certain Unit Price should so indicate by the words “No Bid.” Bidders failing to bid all Unit Prices risk disqualification of their bid. See “Attachment A To Proposal Form” and Section 01 2200 - “Unit Prices”, for additional information and requirements.
2. **QUESTIONS DURING BIDDING:** All questions during bidding must be submitted through an approved General Contractor bidder via email to the persons designated in Section 01 3000 – Administrative Requirements, Part 3.02. All questions must be typed. Questions will only be reviewed if submitted in this format. Explanations and interpretations will be issued via addendum only.
3. **PROPOSAL GUARANTY:** Bid Bond shall be on standard Division of Construction Management bond form. The bid security shall insure that the Bidder will enter into a contract with the Awarding Authority, and will furnish the specified 100% Performance and Payment Bonds, and General Contractor’s insurance certificates with the Contract forms, provided such presentation is made within sixty (60) days of the receipt of the bids, rather than thirty (30) days originally indicated in “Instructions To Bidders”.
4. **PRE-BID CONFERENCE:** A pre-bid conference will be held at the location, time and date indicated on the “Advertisement for Bids.” Any contractual determinations or changes made at this conference will be verified by written Addendum; only explanations so verified will be considered part of the contract terms or conditions. **Attendance is MANDATORY for all General Contractor Bidders** intending to submit a Proposal, and is also highly recommended for Subcontractors.
5. **INCLUSION OF CONTACTS FOR AWARD OF CONTRACT:** DCM Digital Construction Contract Information Form shall be included with the bid envelope in order to expedite the construction contract process should the General Contractor be awarded the project.
6. **MODIFICATION AND WITHDRAWAL:** After the bid opening, bids may be withdrawn or modified only after the expiration of sixty (60) days, rather than thirty (30) days originally indicated in “Instructions To Bidders”.
7. **LIST OF SUBCONTRACTORS AND SUPPLIERS:** In accordance with regulations of the Alabama Division of Construction Management, each bid shall have attached a list of major subcontractors and suppliers proposed for the principal parts of the work, which is to be turned in with a copy of the Proposal Form on Bid Date, or at Contractors’ option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect. Bidders failing to submit such list, as indicated, will be considered non-responsive and will be rejected; Bidders failing to submit a complete list may be rejected.

Pursuant to the Code of Alabama, Section 34-33A-11(b), the General Contractor shall provide a copy of the fire alarm contractor’s State Fire Marshal’s Permit at the time the list of subcontractors for the contract is submitted.

Subcontractors listed and thereafter approved may not be changed without approval of the Owner and/or Director. The list of subcontractors will not constitute a qualification of the bid, and acceptance of a bid with such list will not constitute a waiver of any pre-approval requirement or other requirement of qualification or experience as applies to subcontractors.

Bidders should base their lists on the assumption that all Alternates will be accepted. As soon as possible after the bid opening, bidders will be advised which alternates, if any, should be considered in completion of the list. If the actual accepted alternates change, the successful bidder will be given an opportunity to justify modification or modify their list.

8. SUBSTITUTIONS, PRE-BID QUALIFICATIONS, AND PRE-QUALIFIED SUBCONTRACTORS AND SUPPLIERS:

Refer to Instructions to Bidders, 7.e. and revise the first sentence to read:

“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 five days prior to the date set for the opening of bids.”

Refer to Instructions to Bidders, 7. Add f.

“f. Requests for Substitutions will occur only during the bidding process and will be reviewed up to five (5) calendar days prior to the bid date. The full substitution package, including completed Substitution Request form, shall be submitted to one of the approved General Contractor bidders for consideration. The General Contractor will forward to the Architect for further consideration. If the supplier or subcontractor does not submit the full package, including Substitution Request form, the General Contractor will reject the request. Notice of approved suppliers, manufacturers, and/or products will be issued in an Addendum subject to compliance with requirements of the Bid and Contract Documents, including single source coordination. Substitutions will not be considered during the construction process unless requested by the Owner, or the specified item is unavailable or becomes unsuitable due to additions or deletions to the work.”

9. BIDDER QUALIFICATION: Qualifications for Subcontractors and Suppliers are stated at various locations throughout the Project Manual and Bid Documents. In the event a General Contractor desires to perform “qualified” Subcontractor work with their own forces, they shall be required to provide documentation and comply with all of the same criteria and qualifications as the comparable Subcontractor(s).
10. STATE FIRE MARSHAL’S PERMIT TO BE FURNISHED AT PRE-CONSTRUCTION CONFERENCE: In accordance with the Code of Alabama, Section 34-33A-9, the General Contractor shall furnish a copy of the fire alarm contractor’s State Fire Marshal’s Permit to the Building Commission Inspector at the Pre-Construction Conference. Fire alarm contractors that cannot provide a copy of the required State Fire Marshal’s Permit will be rejected.
11. RECIPROCITY: Under Section 39-3-5, Code of Alabama, 1975, non-resident general contractor bidders must accompany any written bid documents with a written opinion of an attorney licensed to practice law in such nonresident prime contractor bidder’s state of domicile as to the preferences, if any or none, granted by the law of the state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts. Resident general contractors in Alabama, as defined in Section 39-2-12, are granted preference over nonresident general contractors in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
12. DIVISION OF CONSTRUCTION MANAGEMENT FEES: Permit Fee and other DCM User Fees are addressed in Section 01 0150 – Special Conditions, and in the attachment to Section 01 0150 – Special Conditions, entitled DCM User Fees Guidelines.
13. DIVISION OF CONSTRUCTION MANAGEMENT INSPECTIONS: Scheduling of Inspections, and Minimum Requirements for Required Inspections are addressed in Section 01 3000 – Administrative Requirements.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS



STATE OF ALABAMA
BUILDING COMMISSION

770 WASHINGTON AVE
SUITE 444
Montgomery, Alabama 36130-1150
Telephone: (334) 242-4082
Fax: (334) 242-4182

ROBERT BENTLEY
Governor

Katherine Lynn
Director

October 28, 2013

TO: STATE AGENCIES, K-12 SUPERINTENDENTS, COMMUNITY COLLEGES, UNIVERSITIES

**FROM: KATHERINE LYNN, DIRECTOR
ALABAMA BUILDING COMMISSION**

SUBJECT: ACT 2013-205, CERTIFICATE OF EXEMPTION FROM SALES AND USE TAX FOR GOVERNMENTAL ENTITIES

Act 2013-205 was signed into law on May 9, 2013, granting the Alabama Department of Revenue (ADOR) the authority to issue certificates of exemption from sales and use taxes for construction projects for certain governmental agencies.

Summary

The full text of Act 2013-205 is available on the Building Commission's website at www.bc.alabama.gov. A brief summary of the Act is provided below:

- ADOR shall issue certificates of exemption from sales and use tax to governmental entities for each tax exempt project. Both the governmental entity and the contractor shall apply for certificates of exemption.
- Certificates of exemption shall only be issued for contracts entered into (awarded) on or after Jan. 1, 2014.
- Certificates shall only be issued to contractors licensed by the State Licensing Board for General Contractors or any subcontractor working under the same contract.
- Items eligible for exemption from sales and use tax are building materials, construction materials and supplies and other tangible personal property that become part of the structure per the written construction contract.
- ADOR will handle the administration of certificates of exemption and the accounting of exempt purchases. ADOR will have the ability to levy fines and may bar the issuance or use of certificates of exemption upon determination of willful misuse by the contractor or a subcontractor.
- The contractor shall account for the tax savings on the bid form.

Bidding of Projects Before Jan. 1, 2014

Projects bid before Jan 1, 2014 but awarded on or after Jan. 1, 2014 are still eligible for sales tax exemption regardless of whether the project was bid with or without sales tax. For projects bid before Jan. 1, 2014, the bid documents must specify if the contractor's bid shall or shall not include sales tax.

For projects bid before Jan. 1, 2014, if the project is bid with sales tax and the contractor and subcontractors purchase the materials tax exempt, prior to project closeout the contractor shall submit to the governmental entity a copy of the report filed with the Alabama Department of Revenue showing all exempt purchases. The actual sales tax savings indicated on the report shall be deducted from the final contract amount.

For projects bid after Jan. 1, 2014, the bid shall not include sales tax but the sales tax for the base bid and all bid items must be included on the contractor's bid proposal form. ABC Form C-3A indicates how the sales tax shall be accounted for on the bid proposal form and shall be modified by the project architect or engineer as appropriate for the bid items for each project. **Failure of the contractor to complete the attachment to the bid proposal form indicating the sales tax as required by Act 2013-205, Section 1 (g) shall render the bid non-responsive.**

Proposed Changes to Administrative Rules

Pursuant to Act 2013-205, the ADOR has proposed changes to the following administrative rules:

Rule 810-6-1-.46	Contractor's Liability
Rule 810-6-1-.46.01	Bleacher Systems, Lockers, Backstops, and Other Fixtures Installed in Gymnasiums
Rule 810-6-3-.77	Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities

A link to the proposed rules and information about the public hearings can be found on ADOR's website at <http://www.revenue.alabama.gov/analysis/upcoming-rule-hearings.cfm> . All interested parties may present their views in writing to the **Secretary of the Alabama Department of Revenue, Room 4131, Gordon Persons Building, 50 N Ripley Street, Montgomery, Alabama 36132** at any time during the thirty-five (35) day period following publication of the notice or by appearing at the hearing.

If you have any questions, please feel free to contact Katherine Lynn at the Alabama Building Commission at (334) 242-4082 or the Alabama Department of Revenue at (334) 242-1170.

cc: Ms. Julie Magee, Commissioner, Alabama Department of Revenue
Mr. Ben Albritton, Assistant Attorney General



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

ST: EXC-01
6/21

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)

☐ Government Entity ☐ 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					

CONTRACT SIGN DATE (PROVIDED BY GENERAL CONTRACTOR)		CONTRACT COMPLETION DATE (PROVIDED BY GENERAL CONTRACTOR)			
ESTIMATED START DATE (FOR APPLICANT)		ESTIMATED COMPLETION DATE (FOR APPLICANT)			
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach list.		NAME OF PARTY TO THE CONTRACT			
JOB DESCRIPTION					

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> 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 ☐ Contract Dates / Breakdown of Costs

Contact Dates: _____ Received Date: _____
Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

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

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

OWNERSHIP INFORMATION:

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

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

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

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

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

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

☐ Government Entity ☐ General Contractor ☐ Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01

Sales and Use Tax Certificate of Exemption for Government Entity Project

NOTE: Exemption Certificates will be issued as of the contract sign 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.

***** Please allow 10 to 14 business days for your application to be processed. *****

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)
6. Any other municipal business licenses associated with the project

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. Any other municipal business licenses associated with the project
5. 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.
- Subcontractor's Estimated Start Date should be the date they will begin working on the project and ordering materials instead of the General Contractor's Estimated Start Date for the project.

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. Please see the following page for detailed instructions and general information regarding the reporting requirements.

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

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

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

General Information and Instructions Regarding the Reporting Requirements for Contractors Awarded an Exemption Certificate

A contractor's exemption certificate for a Government Entity project is needed in order to purchase materials tax exempt for the qualified project. Once the exemption certificate has been applied for and awarded, there is a monthly filing requirement to report the purchases that have been made for each exempt project. The Consumer's Use (CNU) tax account is used to report the tax-exempt purchases made with each certificate for each exempt project for each month.

The consumer's use tax return must be filed for each of the months covered by the exemption certificate. (For example, if the certificate's effective date is June 29, 2014 and the expected completion date is October 1, 2014, a consumer's use tax return must be filed for each of the following months: June, July, August, September, and October.) A return **MUST** be filed each month to report the monthly purchases. Therefore, all active exemption certificates must be included on the monthly report even if the monthly purchases for a specific project was \$0.

If a CNU tax account is not already open under the taxpayer/business name, one will automatically be assigned at the time the exemption certificate is generated. Electronic filing is required through the Department's online filing system, My Alabama Taxes (MAT). A letter containing the online filing information will be mailed to the address on file within a few days after the new CNU tax account has been assigned. This letter will contain all the information needed to create your online filing account in MAT. For questions relating to setting up the account on www.myalabamataxes.alabama.gov, please contact Business Registration at 334-242-1584 or the Sales Tax Division at 1-866-576-6531.

Once the MAT account is set up, please log in and file the monthly CNU tax return. There is a table located at the bottom left hand corner labeled "Contractor's Exemption for Government Construction Projects." All three fields in the table are required to be completed: exemption number, project number, and total amount of purchases for that specific project for the month. Additional projects may be added on the additional rows that appear as data is added; the table will allow the addition of more projects.

***Please do not use lines 1 through 9 of the return for reporting exempt project information. Leave these lines blank unless taxable purchases were made outside of the state of Alabama that need to be reported and tax remitted. (Lines 1 through 9 do not have anything to do with the exemption reporting requirements).

When the certificate expires (upon the project's completion) and the CNU tax account is no longer needed, please contact the Business Registration Unit at 334-242-1584 and close the CNU tax account. Please be advised that if there are multiple government entity projects open, the consumer's use tax account should remain open until the last project completion date. For example, if Project EXC00ABCD ends in June of 2014 but Project EXC00EFGH ends January of 2015, the CNU tax account must remain open until the end of January 2015. A return for Project EXC00EFGH must be filed all the way through January 2015.

If the applicant already has a CNU tax account and it is currently set up online, please use this account to report exempt project purchases through www.myalabamataxes.alabama.gov using the instructions provided above. The return may then be filed as usual.

***All Consumer's Use Tax returns are due on the 20th of the month following the month in which purchases were made (i.e., the return for the month of June is due July 20th, etc. There are 20 days to file the return before it is deemed late.)

***Any penalty waiver requests may be directed to the Sales and Use Tax Division at 1-866-576-6531. Only one waiver per 18 month period is allowed.

PROPOSAL FORM

To: _____ Date: _____
(Awarding Authority)

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

(Legal Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S ALABAMA LICENSE:

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

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

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

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

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

Telephone Number _____

Email Address _____

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

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

ATTACHMENT A
TO PROPOSAL FORM

1.1 UNIT PRICES:

- A. The undersigned proposes the following Unit Prices for additions to or deductions from the Work wherein Unit Prices are applicable as determined by the Architect and Owner. These Unit Prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work in place. The Contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable Unit Price, in accordance with the General Conditions.
- B. Refer to Section 01 2200 - "Unit Prices", and to the respective sections of the Specifications for the complete Unit Price Item description.
- C. Submit the following Unit Prices with the Proposal Form on Bid Date.

ITEM DESCRIPTION:		UNIT:*	UNIT PRICE:
<hr/>			
A.	Undercut & Backfill in Non-Building Control Areas	CY	\$ _____
B.	Geotextile Fabric Stabilization	CY	\$ _____

(*) Legend to "unit" quantity abbreviations:

CY	Per "Cubic Yard"
SY	Per "Square Yard"
TN	Per "Ton"
SF	Per "Square Foot"
LF	Per "Linear Foot"

END OF ATTACHMENT A TO PROPOSAL FORM

CONTRACTOR

ATTACHMENT "B"
TO PROPOSAL FORM

1.1 SUBCONTRACTORS LISTING:

- A. Submit the following Subcontractors names with the Proposal Form by 2:00 PM local time on Bid Date, OR at Contractor's option, turned in to the Owner within 24-hours after the time scheduled for the opening of Bids, with a copy to the Architect:**

SPECIFICATION SECTION:	PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:
SECTION 02 4100 - "DEMOLITION":	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 03 3100 – "CONCRETE"	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 05 1200 - "STRUCTURAL STEEL":	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 05 5000 - "METAL FABRICATIONS":	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 31 1000 - "SITE CLEARING":	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 31 2000 - "EARTH MOVING":	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)

SECTION 31 2500 - “EROSION AND SEDIMENTATION CONTROLS”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 32 1216 - “ASPHALT PAVING”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 32 1313 - “PORTLAND CEMENT CONCRETE PAVING”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
SECTION 32 1613 - “CURBS AND GUTTERS”:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)

OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>
OTHER:	<div>_____;</div> <div>(FIRM NAME)</div> <div>_____.</div> <div>(LOCATION - CITY and STATE)</div>

OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)
OTHER:	_____ (FIRM NAME) _____ (LOCATION - CITY and STATE)

This list is not necessarily all inclusive. Submit all primary subcontractors whether their trade is listed here or not.

END OF ATTACHMENT "B" TO PROPOSAL FORM

ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3: Proposal Form

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT _____

SALES TAX ACCOUNTING

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

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ _____

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

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

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

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

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

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

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

Legal Name of Bidder _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____

(Seal)

*Title _____

Telephone Number _____

Email Address _____

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

DCM Digital Construction Contract Information Form

(This form must be included with the Bid Envelope)

The contact information is needed for the following:

- Project Manger
 - Administration (Compiler)
 - Contract Reviewer
 - Contract Signator
 - Surety (Attorney-in-Fact)
-

PROJECT MANAGER

Name: _____
E-mail: _____
Phone Number: _____

ADMINISTRATION (COMPILER)

Name: _____
E-mail: _____
Phone Number: _____

CONTRACT REVIEWER

Name: _____
E-mail: _____
Phone Number: _____

CONTRACT SIGNATOR

Name: _____
E-mail: _____
Phone Number: _____

SURETY (ATTORNEY-IN-FACT)

Name: _____
E-mail: _____
Phone Number: _____



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.

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

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

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

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

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.

DCM (BC) No. _____

CERTIFICATION OF STRUCTURAL OBSERVATIONS

for

Project Name: _____

Owner Entity: _____

Contractor Company: _____

I _____, do hereby verify that I have personally conducted the visual
Design Professional
observations of the construction of the structural system for conformance to the approved construction documents for the referenced project. The visual observations of the structural systems were personally conducted by me at all significant construction stages and at the completion of the construction of the structural system. To the best of my knowledge, all structural deficiencies have been resolved except as noted below:

Signed and sealed on this date, _____, 20____.

Design Professional's Seal:

Architectural / Engineering Firm

Signature of Architect or Structural Engineer of Record

Printed Name

Specifications: This form must be included in the project manual submitted to DCM for Final Plan Review for:

- All new public K-12 schools, awarded after July 1, 2010, with tornado storm shelters as required by Act 2010-746.
- All public K-12 additions and renovations which are required to contain tornado storm shelters by the International Building Code, Section 423.
- All private K-12 new schools, additions and renovations as required by the International Building Code, Section 423.
- All new buildings containing classrooms or dorm rooms on the grounds of all public 2-year or 4-year institutions of higher education, statewide, awarded on or after August 1, 2012, as required by Act 2012-554. Exception: Alabama Community College System (ACCS) projects with Notice-To-Proceeds issued after July 31, 2021 are not submitted to DCM.

Submittal of Form: Provide a copy of the completed form to the DCM Inspector at Final Inspection. The original completed form, signed and sealed by the architect or structural engineer of record, must be included as an attachment to the Certificate of Substantial Completion submitted to DCM for:

- All new buildings constructed on the grounds of new public K-12 schools awarded after July 1, 2010.
- All new buildings containing classrooms or dorm rooms constructed on the grounds of public 2-year or 4-year institutions of higher education awarded on or after August 1, 2012. Exception: Alabama Community College System (ACCS) projects with Notice-To-Proceeds issued after July 31, 2021 are not submitted to DCM.

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

MODIFICATIONS TO THE GENERAL CONDITIONS

OF THE CONTRACT

1.1 SUPERVISION, SUPERINTENDENT, AND EMPLOYEES

- A. Reference GENERAL CONDITIONS of the CONTRACT, Article 6, SUPERVISION, SUPERINTENDENT, and EMPLOYEES: In addition to the requirements of ARTICLE 6, the General Contractor shall provide qualified staff for the following positions during the project as outlined below. Superintendents cannot perform the roles of two concurrent positions, but can transition to a subsequent role when work is substantially complete.
1. Project Superintendent (referenced in ARTICLE 6.B.a) – The Superintendent must be on site full time; minimum 5 year experience as a lead project superintendent on similar projects of size, scope, duration and complexity and assigned to the project from initial mobilization of each respective package through Substantial Completion and final acceptance by Architect (punch list completion). This superintendent will be responsible for QA/QC maintenance for this portion of the work.
 2. Assistant Superintendent - The Assistant Superintendent must be on site full time during construction through Substantial Completion and final acceptance by Architect (punch list completion). This Superintendent will be responsible for QA/QC maintenance for this portion of the work.
 3. Full Time Project Manager - minimum 8 years commercial construction experience.
 4. Safety and Loss Prevention Director to develop, monitor, promote and manage a comprehensive project safety and loss prevention program that will apply to all persons working on site and on behalf of the respective Contractor, including subcontractors, consultants and other parties engaged in the project. The person assigned the project safety responsibilities must have at least 5 years of construction project safety program management experience and shall have obtained a completion certificate for the Occupational Safety and Health Administration (OSHA) 10 hour construction safety course. At a minimum, the Safety and Loss Prevention Director shall be assigned the following responsibilities:
 - a. Develop and maintain all project safety programs, policies, procedures, guidelines, rules, inspection protocols, injury/accident prevention performance measures, recordkeeping, etc.
 - b. Communicate the safety program elements to on-site personnel and establish a platform to verify compliance and establish corrective measures for non-compliance.
 - c. Maintain appropriate accident reporting and investigation programs and procedures.
- B. Submit all resumes within 10 days of LOI for approval.
- C. All Contractor superintendence personnel must have 10-hour OSHA training certification.
- D. The Contractor is required to maintain a dedicated superintendent staff for all phases of the work, and add additional dedicated supervision for work scopes that are behind schedule or experiencing quality or safety issues.

1.2 PROGRESS SCHEDULE

- A. Reference GENERAL CONDITIONS OF THE CONTRACT, Article 12, PROGRESS SCHEDULE: Add the following paragraph as paragraph E:
- E. In the event that the progress of the Work falls behind schedule more than fourteen (14) days from the schedule necessary to achieve Substantial Completion on time, as the same may be adjusted hereunder, the Contractor shall meet with the Architect and Owner, if required, to discuss the schedule and actions necessary to achieve the date of Substantial Completion. In the event that the progress of the Work falls behind schedule more than twenty one (21) days from the schedule necessary to achieve Substantial Completion on time, due to no fault of the Owner, Architect or Program Manager as the same may be adjusted hereunder, the Contractor shall prepare a recovery plan for getting construction

progress back on schedule. This recovery plan for achieving Substantial Completion shall consider but not be limited to the following:

- (i) Requiring an increasing construction workforce in such quantities and crafts as will substantially improve the scheduled progress.
- (ii) Requiring and increasing the number of working hours per shift, working days per week or any combination of the foregoing to overcome any delays in the scheduled work progress. If the Contractor intends to use overtime, the Contractor shall provide a detailed breakdown and estimate for each trade who will work overtime.
- (iii) Rescheduling or re-sequencing of activities to achieve most practical concurrent accomplishment of work activities.
- (iv) Other measures as reasonably required by the Owner to make up for lost time or productivity in a cost efficient manner.

1.3 DELAYS

- A. Reference GENERAL CONDITIONS OF THE CONTRACT, Article 23, DELAYS: Add the following:
 1. Delays for inclement weather will be considered only when the average weather conditions for the month in question (days) during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record keeping entity have been exceeded, and only after review of the delay in relation to the Contractor's submitted critical path schedule. Lost days are defined as planned work days the Contractor was unable to work on activities that affect the Critical Path of the Project Schedule. Contractor's Daily Reports shall be provided to confirm Critical Path activities have been affected. Special attention will be given to work performed under Divisions 2 and 7.

1.4 OWNERS RIGHT to CORRECT DEFECTIVE WORK

- A. Reference GENERAL CONDITIONS OF THE CONTRACT, Article 25, OWNERS RIGHT to CORRECT DEFECTIVE WORK: Add the following:
 1. Any such failure or neglect by the Contractor to properly prosecute, or to perform the work in accordance with the Contract Documents, may be cause for the Contractor to be declared "not responsible" as a bidder and considered "non-responsive" relative to the award of any other work for the Owner.

1.5 SUBSTANTIAL COMPLETION

- A. Reference GENERAL CONDITIONS OF THE CONTRACT, Article 32, SUBSTANTIAL COMPLETION: Add the following:
 1. The project shall not be declared substantially complete until the following occurs:
 - a. Work is completed to the extent that the Owner can fully obtain full occupancy.
 - b. All required approvals from regulatory agencies have been provided.
 - c. Any required test and balance reports must be approved by the Project Architect/Engineer and submitted to the Owner.
 - d. The Certificate of Substantial Completion must be executed by the Architect, Contractor, and Owner. The official date of the substantial completion shall be the date the Certificate is executed by the owner.
 - e. All required orientations for Owner personnel have been provided.
 - f. Partial substantial completions will not be acceptable.

1.6 SUBCONTRACTS

- A. Reference GENERAL CONDITIONS OF THE CONTRACT, Article 41, SUBCONTRACTS: Add the following:
 1. The Plumbing, Mechanical and Electrical Subcontractors proposed by the General Contractor as required in ARTICLE 41 shall be capable of fulfilling the following requirements:

- a. Capable of providing a performance and payment bond through a Surety Company with a Best's Financial Strength Rating of A- or better (NOTE: it is the General Contractor's discretion if he will require a bond(s) from the Plumbing, Mechanical and Electrical Subcontractors).
 - b. The subcontractor's average annual volume for the previous five (5) years must be 200% of the value of their subcontract for this project.
 - c. The subcontractor must provide evidence of successfully completing a minimum of 3 projects of similar size, scope, duration and complexity.
2. The General Contractor shall provide evidence of subcontractor compliance with the proposed List of Subcontractors.

END OF MODIFICATIONS TO THE GENERAL CONDITIONS OF THE CONTRACT



Goodwyn Mills Cawood

2400 5th Avenue South
Suite 200
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

Special Provisions of the Contract Documents:

Add the following:

For the purpose of calculating both additive and deductive changes to the cost of the work, the gross OH&P shall not exceed 25% for work where a subcontractor is involved. In no case should the Contractor's OH&P exceed 15% of the Contractor's direct cost of the work. "Overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, employee insurance, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, safety, as-built drawings, and home office expenses and not be in addition to the allowable 15% OH&P.

Related to General Conditions, Article 4, there will be no hard copy sets of Drawings and Project Manuals provided to Contractor by Architect. They will only be available from the Architect in PDF format, for Contractor's use in ordering hard copy sets. AutoCAD files will be made available to the lowest bidder upon request, after receipt of fee payment and signed Electronic File Release form.



Goodwyn Mills Cawood

2400 5th Avenue South
Suite 200
Birmingham, AL 35233

T (205) 879-4462

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Electronic File Conversion and Transfer Agreement

Goodwyn Mills Cawood, LLC. (GMC) in cooperation with its Consultants may, at its sole discretion, provide electronic document and file conversion services to the prime entity holding, or intending to enter into, an Agreement with an Owner for construction of a Project. GMC will typically accept only one request per project from one entity, typically the General Contractor.

Consultants referred to herein are all consultants to GMC for or in connection with the Project, including but not limited to those listed below.

It is acknowledged that neither GMC nor its Consultants are under any obligation to furnish electronic files to any party. The General Contractor and/or Sub-contractors should not, under any circumstances, assume they will receive any or all requested electronic files. Whether files are provided or not, the General Contractor remains completely responsible for performing all work required of the Contract Documents in full, including the preparation of accurate and detailed required shop-drawings.

When furnished, files will be transmitted electronically via FTP Site, or similar file transfer mechanism. It is the intent of GMC to furnish files in a timely manner, typically within two (2) weeks of receipt of payment of fees. However, the complexity and scale of the conversion is directly related to the requested file format and quantity of files requested. Where GMC believes a request will require additional time, we will notify the User and make reasonable effort to deliver files in phases if beneficial.

Please contact Alyssa Martin at (205) 879-4462 with any questions.

GOODWYN MILLS CAWOOD, LLC.

PROJECT

Project Name:

Project No.:

Document Issue Date:

Prime/Architect/Engineer:

GOODWYN MILLS CAWOOD, LLC.

Consultants:

Goodwyn Mills Cawood, LLC. (hereafter "GMC"), for itself and its identified Consultants, hereby grants non-exclusive use of the requested electronic files to the party (User) listed below. User accepts that GMC and its Consultants reserve the right to convey or not convey electronic files at their sole discretion. User further agrees, as a precedent to transmittal of digital files to any other party, to require written agreement of equivalent confidentiality and indemnification provisions from any party that receives the digital files. The digital information furnished under this agreement is proprietary, is the property of GMC and/or its Consultants, and is protected by applicable copyright laws.



The information provided by GMC and/or its Consultants is solely for the convenience of the recipient. Neither GMC nor its Consultants make any warranty or guarantee, express or implied, as to the suitability of the files for any specific purpose. It is understood the files are (1) digital, (2) typically have been converted electronically into a format suitable to the User, (3) are inherently capable of being manipulated and altered through intentional and unintentional means, (4) are partial and therefore inherently incomplete representations of the Contract Documents, and (5) may include inaccuracies clarified elsewhere in the Contract documents. Consequently, ONLY the COMPLETE Printed Contract Documents, as amended, shall serve as the basis for the scope, quantity, and quality of the work required for the Project. Under no circumstances whatsoever shall GMC and/or its Consultants be or become liable to anyone for the accuracy or completeness of information included in requested electronic files. The burden of, and responsibility for, determining the fitness of data included in electronic files falls solely and completely on the User.

LIMITED USE: The use of any digital file(s) is solely limited to the listed Project below. In no event shall files be utilized for any other Project, or any use beyond the use specifically listed herein. Further, under no circumstances may the General Contractor or and Sub-Contractor submit files furnished under this Agreement as required shop drawing submittals. By execution of this Agreement, the User acknowledges these limitations, and shall comply fully therewith.

CONFIDENTIALITY: User agrees to hold Project information strictly confidential, and User agrees it shall limit the use of transmitted electronic files solely to those applications necessary to perform work required for the Project.

INDEMNIFICATION: User hereby agrees to indemnify, defend, and hold harmless GMC, its directors, officers, and employees, and its Consultants, Consultant's directors, Consultants officers and employees, and the insurers, agents, and affiliates of both GMC and its Consultants, from any and all liability including claims for consequential damages or attorney's fees that may arise out of or relate in any matter to the authorized or unauthorized use, reuse, or alteration of this information by User, its employees or agents, vendors, contractors, sub-contractors, or any other party.

REVISIONS: The Contract Documents are subject to change, and revisions are not always incorporated throughout the documents. It is the User's sole responsibility to review the complete current Contract Documents, and identify inconsistencies between the electronic files and the current Contract Documents.

DIGITAL PROTOCOL: The USER is solely responsible for examination of digital files for virus contamination. Neither GMC nor its Consultants, or the directors, officers, employees, insurers, agents, or affiliates of either are responsible for damages incurred due to virus contamination, or for software version and/or file compatibility, or any similar hardware or software compliance issues.

FEE STRUCTURE: Prior to conversion of files, GMC must receive this complete Electronic File Conversion and Transfer Agreement, completed in full, and executed by a representative of the User with authorization to enter into contracts on behalf of the User.

		PER SHEET FEE
Civil	C	\$125
Architecture	A	\$150
Structural	S	\$125
Mechanical	M, P, FP	\$125
Electrical	E	\$125
Acoustical & AV	AV	\$125
Other	G, FS, etc.	\$100

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	\$	_____
<hr/>		
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 <ul style="list-style-type: none"> • 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.					\$ -		\$ -		
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7.					\$ -		\$ -		
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24.					\$ -		\$ -		
25.					\$ -		\$ -		
TOTALS:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
This pay app SOV's column totals must match amounts in this pay app Form C-10 per the following indicated Form C-10 line #s:		C.	None	None	1.	2.	3.	3.	4.

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

INVENTORY OF STORED MATERIALS

DCM Form C-10SM

Revised October 2021

Project:

DCM (BC) No.:

PSCA No, if any:

Contractor Company:

For Estimate No.:	
-------------------	--

For Period Ending:

A	B	C	D	E
Description	Materials Stored Last Period	Materials Purchased This Period (period noted above)	Materials Used This Period (period noted above)	Materials Presently Stored (B + C - D)
TOTALS:				

Instructions :

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

SAMPLE PROGRESS SCHEDULE & REPORT				CONTRACTOR (Contractor may use own form in lieu of Form C-11):								DATE OF REPORT:							
DCM (BC) No.:												ARCHITECT/ENGINEER:				PROCEED DATE:			
PSCA projects: PSCA No.:																PROJECTED COMPLETION DATE:			
PROJECT:																			
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																			
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LEGEND: ANTICIPATED ACTIVITY												ACTUAL ACTIVITY		ANTICIPATED CASH FLOW		ACTUAL CASH FLOW		USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.	

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

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

DCM Form B-12
Revised July 2022

CHANGE ORDER CHECKLIST

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

WHICH FORM DO YOU USE?

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

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

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

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

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

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

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

CONTRACT CHANGE ORDER

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

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

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

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

Description continued from Page 1:

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

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

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

Architectural/Engineering Firm
Recommended By _____
Name & Title _____

APPROVAL

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

By _____	Date: _____
State Superintendent of Education	

CONTRACTING PARTIES	

Contractor Company	
By _____	
Name & Title _____	

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

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

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

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

CHANGE ORDER JUSTIFICATION

Change Order No. _____

Date: _____

DCM (BC) No. _____

Purpose and instructions on next page.

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

(A)	PROJECT NAME & LOCATION:	OWNER ENTITY NAME & ADDRESS:						
	CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME & ADDRESS:						
(B)	DESCRIPTION OF PROPOSED CHANGE(S): ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)							
	AMOUNT: <input type="checkbox"/> ADD <input type="checkbox"/> 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 style="text-align: right;">= \$ _____</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.**

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. _____ <div style="text-align: right; font-size: small;">(If applicable)</div>
YES	N/A	Select "YES" or "N/A" as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Substantial Completion, DCM Form C-13: Attach one fully-executed copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Affidavit of Payment of Debts & Claims, DCM Form C-18: Attach one copy to FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Affidavit of Release of Liens, if required by Owner, DCM Form C-19: Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	General Contractor's Roofing Guarantee, DCM Form C-9, and Other Specified Roofing Guarantees, if any: Attached to Certificate of Substantial Completion.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's One-Year Warranty: Original has been delivered to the Owner. Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Other Warranties: All other specified original warranties has been delivered to the Owner. Attach one copy to the FPC.
<input type="checkbox"/>	<input type="checkbox"/>	Record Documents: Specified "As-built" plans and specifications have been delivered to the Owner.
<input type="checkbox"/>	<input type="checkbox"/>	O & M Manuals: Specified instructions and O&M Manuals have been delivered to the Owner.
<input type="checkbox"/>	<input type="checkbox"/>	Time Extension: Over-run of Contract Time has been reconciled by: <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Change Order <input type="checkbox"/> Liquidated Damages <input type="checkbox"/> Attached explanation </div>
<input type="checkbox"/>	<input type="checkbox"/>	Additional Documents or Explanations which are attached:
Submitted By: _____ <div style="text-align: center; margin-top: 5px;">Architectural / Engineering Firm</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; text-align: center;"> _____ Signature </div> <div style="width: 30%; text-align: center;"> _____ Printed Name and Title </div> <div style="width: 30%; text-align: center;"> _____ Date </div> </div>		

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

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Payment of Debts and Claims

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Indicate attachment: ☐ Yes ☐ No

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

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

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

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

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

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

Name and Title

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

Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

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

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

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

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

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

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

Seal:

Company Name

By _____
Signature of Authorized Representative

Printed Name and Title

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON NEXT PAGE

DCM (BC) No. _____

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

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

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

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

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

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

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

NOTICE

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

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

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.



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.



6/16/25

**FOR SPECIFICATION SECTIONS
01 4100, 03 3100, 05 1200 AND 31 6613**

**SECTION 01 0150
SPECIAL CONDITIONS**

1.1 TIME FOR COMPLETION OF WORK:

- A. The Contractor's official time for construction to start on work shall be the date of the Owner's written "Notice to Proceed" with Work; and completion of the Work shall be within **65 days from "Notice to Proceed"**. The Contractor may proceed to award sub-contracts, assemble materials, etc., after written "Notice To Proceed" with Work is given by the Owner.
- B. Acceptance of the completed Work of this Contract will be at a single date, and not in phases, unless otherwise indicated.
- C. Nothing in the Contract Documents shall permit or be construed to permit payment to the Contractor for any extended overhead or profit due to completion of the project extending beyond the Contractual completion date. In no event shall the Owner or Architect be liable to the Contractor for damage due to any delay to any portion of the Work of this Contract.
- D. Delays: See Article 23 of General Conditions of the Contract, and Modifications to General Conditions of the Contract for notification and administrative parameters.
- E. Delays for inclement weather will be considered only when the average weather conditions (weather days) for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record keeping entity, have been exceeded, and only after review of the delay in relation to the Contractor's submitted critical path (or bar chart) schedule of construction progress.
 - 1. Special attention will be given to work performed under Division 2 and 7.

1.2 LIQUIDATED DAMAGES:

- A. Actual damages for delay in completion may be impossible to determine, and the Contractor shall be liable for and the Owner shall deduct as liquidated damages from the final payment due the Contractor, the following, in addition to 6% per annum of the total contract amount:
 - 1. For each calendar day of delay in completion of any part of the work beyond the number of days specified, the sum of \$250.00.
 - 2. In the event that work on this project is incomplete and ongoing after the contractual completion date, beginning at ten (10) additional days thereafter, the Owner will also charge the Contractor, an additional \$250.00 per day, for the Owner's nominal reimbursement to the Architect for continued work on the project, which charges will continue until "Substantial Completion" is accomplished.
- B. The submittal of a Bid and/or Proposal by any Contractor and their Subcontractors shall be construed as, in part, acknowledgement and acceptance of these provisions.

1.3 SITE RESTRICTIONS:

- A. The limits of work and known restrictions are indicated on the Site Plan and various portions of the Drawings and the Project Manual.
 - 1. Refer also to Section 01 1000 - "Summary of The Work," for additional information and requirements.

1.4 PRE-BID CONFERENCE:

- A. Refer to "Advertisement for Prequalification and Bids" and "Supplementary Instructions to Bidders," for additional information and requirements.

1.5 PRE-CONSTRUCTION CONFERENCES:

- A. Refer to Section 01 3000 - "Administrative Requirements".

1.6 CONTRACTOR ACCESS TO SITE:

- A. The Contractor will have access to the site immediately upon receipt of the Owner's written Notice to Proceed with work. All routes of access to the site and gate locations by the Contractor or their subcontractors, are subject to approval by Owner, Architect, and other authorities having jurisdiction. Check site plan for location of work limits. Refer to Section 01 1000 - "Summary of The Work" and Section 01 5000 - "Temporary Facilities," for additional information and requirements.
- B. The Contractor shall be required to coordinate the Work of the project with the Owner's activities, to the extent that the Work of this Contract has little or no effect on normal operations.

1.7 CONTRACTOR'S PLAN FOR CONSTRUCTION OF PROJECT:

- A. Contractor shall prepare and submit within 7 days from award of contract to the Architect for review and approval a Bar Graph, indicating his proposed plan and sequence of operations to complete each phase of this project, on schedule as required by contract. This Bar Graph is not expected to be a Critical Path graph.
1. Schedule should identify project milestones and expected durations.
- B. Refer to Section 01 3216 - "Construction Progress Schedule" for additional information and requirements.

1.8 CONTRACTOR JOB MEETINGS:

- A. On-Site Meetings with Architect, and various trades, general contractors and subcontractors, shall be conducted by the Contractor as directed by the Architect for purpose of furthering the progress of the work, solving construction problems, and issuing instructions.
- B. Refer to "Pre-construction Conferences" paragraph above, "General Conditions of the Contract", and Section 01 3000 - "Administrative Requirements" for additional information and requirements.

1.9 STORED MATERIALS:

- A. It is recognized that the size of the site is restrictive and that it may be necessary for the Contractor to store some materials for project at locations on the site, prior to removal or disposal. When such on site storage is necessary, comply with requirements of authorities having jurisdiction, including in part, on site retention of earth, storm water run-off, slopes of debris, earth, etc.
- B. Store items to be incorporated in the Work in stable and secure manner, off of ground, separated by hardwood or treated wood blocking, and under cover or in storage building.
1. Any materials found stored directly on ground or paving, in standing water, etc., will be rejected, immediately removed from site, and replaced with new materials at the Contractor's expense.
 2. Distribute materials around framing and the roof in such manner as to prevent any damage to structure, construction, improvements, etc.
- C. Refer to Section 01 6000 - "Product Requirements", for additional information and requirements for any off-site stored materials.

1.10 PROTECTION:

- A. The Contractor shall provide suitable protection for all employees, the public, students, children, users of other adjacent facilities, and the occupants of existing buildings at all times during the execution of and until the completion of the Work.
 - 1. Construction equipment shall not come in contact with or swing over existing facilities to remain, public areas, occupied buildings, right-of-ways, etc., which are to remain.
- B. The Contractor shall avoid damage as a result of their operations, to the existing buildings, walks, pavement, curbs, grass, shrubbery, trees, utilities, adjoining property, etc., and shall at his/her own expense, completely repair any damage thereto caused by his operations. All repair work is subject to Architect's approval, and that of its Owner.
- C. Refer to Section 01 5000 - "Temporary Facilities and Controls" for additional information and requirements.

1.11 WORK LIMITS PROTECTION:

- A. The Contractor shall locate all temporary buildings, storage of equipment, materials, etc., within a protected area to protect the public, students, children, and others from the construction activities. Type and location of such protection shall be as existing at the site, or if not existing or complete, as proposed and furnished by the Contractor, subject to acceptance of the Architect, Owner, and authorities having jurisdiction.
- B. Refer to Section 01 5000 - "Temporary Facilities and Controls" for additional information and requirements.

1.12 EMPLOYMENT OF AND PAYMENT FOR TESTING SERVICES:

- A. The following information regarding Employment of and Payment for Testing Services under the work of Specifications shall take precedence over any conflicting statements otherwise, which may have remained in the Project Manual after editing:
 - 1. Initial testing required by the Contract Documents for Divisions 2 through 5, and Divisions 31-33 (except not utility systems testing) shall be provided by an independent testing agency selected, employed and paid by the Owner.
 - 2. Initial testing required by the Contract Documents for all other testing and Divisions 6 through 26 shall be provided by a testing agency acceptable to the Owner, and selected, employed, and paid by the Contractor from his/her Contract amount.
 - 3. Any retesting required (due to failure of initial testing to meet the requirements of the Contract Documents) shall be at the Contractor's expense.
 - 4. Any retesting required (due to questionable materials or construction methods, for verification purposes, and etc.) shall be at the Contractor's expense when the results of such retesting indicate any work or materials do not comply with requirements of the Contract Documents. Otherwise, such retesting will be at Owner's expense.
 - 5. Any retesting under the above provisions shall be performed by the same Owner accepted testing agency.
 - 6. Nothing in the Contract Documents shall prevent the Contractor from performing any other or additional Quality Control testing at his/her own expense, to verify compliance with the Bid and Contract Documents.
- B. The Contractor shall be responsible for contacting and directions to the accepted testing agency and for any follow-up communications required, for all testing required by the Contract Documents.

- C. No unsuitable or unsatisfactory existing soils or building materials (other than work in Contract) shall be removed without either the presence of or concurrence of and prior approval of the Architect and the accepted testing agency, so as to assure quality of the Work is maintained, and to verify quantities of any additional work under bid "Unit Prices", for which the Contractor is due payment by the Owner.
- D. The Contractor shall be responsible for contacting and directions to the accepted testing agency and for any follow-up communications required, for all testing required by the Contract Documents.
- E. Refer to Section 01 4000 - "Quality Requirements" for additional information and requirements.

1.13 PROHIBITED MATERIALS:

- A. ASBESTOS: All materials, equipment, components, accessories, and etc., installed in the work of this contract, both field installed and bought-out manufactured items from any source shall be 100-percent free of asbestos.
- B. LEAD CONTENT: All water-bearing lines, water dispensing equipment, finish materials, and paint other than exposed exterior roof flashings, shall be 100-percent free of lead.
- C. CALCIUM CHLORIDE: Calcium chloride and/or derivatives or additives thereof shall not be permitted in any concrete, concrete product, grout, masonry and/or mortar.
- D. ENVIRONMENTAL REGULATIONS: All materials, their application, installation, and completion, shall comply with applicable environmental regulations, including in part, erosion, air-borne contaminants, and volatile organic compounds (VOC's).
- E. FORMALDEHYDE: All insulation and other products shall be 100-percent free of formaldehyde.

1.14 PROHIBITED EQUIPMENT:

- A. The elevated and framed floor slabs are not designed to accommodate heavy rolling point loads. Scissor lifts are not permitted on any elevated or framed slab during the construction of the project.

1.15 PERSONNEL EXPERIENCE AND SUPERINTENDENTS:

- A. Subcontractors shall have no less than 5-years verifiable experience in their trade and no less than 5-years verifiable experience in their business enterprise contracting for work under this project; The type of work subcontracted for this project shall be the principal business of the Subcontractor.
- B. Superintendents and foremen, or other individual in the lead or supervisory position for any portion of the Work under this Contract shall have no less than 7-years verifiable experience in performing the type of work they are responsible for.
 - 1. The Contractor shall submit resumes of work and project experience for their Superintendent and foremen, as soon as possible and at least within five calendar days of receipt of the Contract to be executed for the work, for review and acceptance by the Owner and Architect.
 - 2. If the Superintendent is replaced on the job after work begins, the same qualifications as above apply. Submit for review and acceptance by the Owner and Architect.

1.16 SUBMITTALS:

- A. Submittal requirements are indicated throughout the Contract Documents, and the following supplements those requirements.
1. Contractor will be required to make submittals for every item and product so indicated; Also upon request, for any additional or other item or products intended for use or incorporation in the Work.
 - a. The Contractor shall submit to the Architect within 30 days of "Notice to Proceed", a complete listing of all required submittals, warranties, guarantees, close-out documents, and materials requiring extra or "attic" stock delivered to the Owner, for review and acceptance. Include for each item, the anticipated date of Submittal to the Architect. Re-submit until accepted or approved.
 2. The Contractor shall review, mark all necessary changes, revisions, and questions; and then stamp, sign, approve, and submit to the Architect, all Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, and shall do so with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner, or of separate contractors.
 - a. The Contractor shall not make submittals to the Architect which they have not reviewed, stamped, signed and approved by the Contractor; or in such case, no action will be taken by the Architect or their Consultants regarding that or those submittals.
 3. The Contractor shall submit number of copies for review as indicated in Section 01 3000 - Administrative Requirements.
 4. Review time will be limited to 14 days, except for more complex submittals, such as Structural, and Divisions 21-26.
 5. Colors will not be selected until most or all submittals required have been received and reviewed. Actual color chip samples shall be required along with standard color selection paperwork. No exceptions.
 6. Samples: Submit the number specified in Section 01 3000.
 7. Submit test reports as required or otherwise requested, in the same quantity as other submittal data.
 8. Contractor shall provide letter from Mechanical Contractor stating the Mechanical Contractor has coordinated all power requirements with the Electrical Contractor. Mechanical submittals will not be reviewed without receipt of this letter.
 9. Contractor shall distribute reviewed submittals to all concerned and appropriate Subcontractors and Suppliers.
 10. Contractor shall maintain 1-set of reviewed and approved submittals at his on-site job office.
- B. Review and/or approval of submittals by the Architect, Owner and/or their Consultants shall not relieve the Contractor of his responsibility to comply with the requirements of the Contract Documents.
1. Any proposed change in the Work shall be submitted separate from any other item during construction, with same documentation as pre-bid requests, or they will not be considered.
 2. No actual or proposed change shall be included in Shop Drawings or other Construction submittals, and none so included will be considered approved under any circumstances.
 3. Shop Drawings are communications between the Contractor and various suppliers, fabricators, and subcontractors. The design professional's role is to review the drawings to answer questions that arise about design intent.
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4. Even if a reviewed Shop Drawing or other Submittal has deviations from the original design and the Contract Documents, it in itself is not a Change Order and it is not, IN ITSELF, an approval of the change. Changes can only be approved by Change Order.
 5. Dimensions, quantities, and coordination remain the Contractor's responsibility.
- C. Refer to Section 01 3000 - "Administrative Requirements" for additional information and requirements.

1.17 SITE MAINTENANCE:

- A. The Owner will require all mud or debris resulting from this construction to be removed from streets, sidewalks, etc., by the Contractor as it appears, one or more times daily.
- B. Trash, debris, etc., must be removed from the site as Contractor's trash cans, waste receptacles, etc., are filled. Same will not be allowed to accumulate or blow around the site, within the buildings, etc.
- C. The Contractor shall be responsible for maintaining existing landscaping and lawns within and below any construction area for the duration of the Work of the Contract.
- D. Refer to Sections 01 1000, 01 5000, 01 7000 and other locations in the Bid and Contract Documents for additional information and requirements.

1.18 INSURANCE AND SPECIAL PROVISIONS:

- A. The Contractor and their insurer, by execution of the Contract, shall waive all rights of subrogation against "the Owner, the Architect, and their Consultants", and same shall be indicated on all insurance provided by the Contractor and each Subcontractor.
- B. The Contractor and their insurer, and each Subcontractor, shall name "the Owner, Architect, and their Consultants", as additional named primary insureds on all insurance provided by the Contractor and each Subcontractor, except not for "Workers Compensation and Employers Liability".
- C. Refer to "General Conditions" and other portions of the Bid and Contract Documents, for additional information and insurance requirements. Note that Builder's Risk insurance is required, as described in "General Conditions", as modified by "Supplementary Conditions".
 1. Extent of coverage required and/or any approval or acceptance of the insurance carried shall not act to modify the liability of the Contractor, nor to imply that the limits, features and/or coverages described are adequate to protect the interests or exposures of the Contractor.
- D. The Contractor shall "hold harmless" and indemnify the Owner, Architect, and their Consultants from any claim or legal action resulting from any circumstances related to the Work of this project, including in part, payment of any legal or other expenses, fines, judgments, etc.
- E. Insurance policies required by the Contract Documents shall not be canceled, altered, or changed, without first having given thirty (30) days written notice to the Owner, with a copy sent to the Architect, except ten(10) days written notice for non-payment of premium.
 1. Copies of all policies, endorsements, and insurance certificates, including new, renewed, altered, and/or changed during this Contract shall be delivered to the Owner within ten (10) days of effective date(s), with a copy sent to the Architect, by the Contractor.
- F. Refer to General Conditions of the Contract for additional information and requirements regarding minimum insurance and indemnity requirements.

- G. Special Provision: Nothing in this or other paragraphs of the Contract Documents shall create or give to third parties any claim or right of action beyond such as may legally exist irrespective of the Contract.

1.19 ACCESSIBILITY OF ALL COMPLETED WORK:

- A. All products and installations of the Work of this Contract, shall be as designed by the fabricator, manufacturer, etc., and installed by the Contractor, Subcontractors, etc., so as to provide full accessibility to people with disabilities, unless specifically indicated otherwise. This shall include in part, the following:
1. Mounting heights of all electrical devices, switches, etc., all designated plumbing fixtures, and their operation, in all areas except mechanical and electrical rooms, and service areas which are not accessible at any time to the public or Owner's administrative (not service or maintenance) personnel.
 2. Signage.
 3. Door operation and hardware.
 4. Elevator (if any).
 5. Slip resistance of all completed flooring and walkway surfaces both interior and exterior.
- B. Comply with the more stringent requirements of at least the following, either the latest edition or latest adopted edition of the locality, and all revisions and amendments thereto:
1. American National Standards Institute (ANSI), ANSI A 117.1.
 2. D.O.J. ADA Standards for Accessible Design.
 3. International Building Code, as applicable at the project locale.

1.20 CONTRACTOR PROGRAMS AND CONDUCT OF PERSONNEL:

- A. The Contractor shall implement programs and make literature available to all construction and administration personnel to encourage making this project a safe place to work, including in part the following requirements: A project site free of any substance abuse, which does not allow any consumption of alcohol, and which does not allow any work to be performed while under the influence of any debilitating substance.
1. The Contractor and every Subcontractor shall have as part of their personnel, safety, substance abuse prevention, and/or quality programs, mandatory drug testing at pre-employment, post-accident, and at random during employees' tenure with their firms. Each such entity shall be prepared to provide non-confidential verification to the Owner that such testing is consistently on-going, upon Owner's request for same.
- B. Programs shall be as acceptable to or recommended by one or more of the following:
1. Contractor's Underwriter for Worker's Compensation or liability insurance.
 2. OSHA.
 3. Associated General Contractors.
 4. U.S. Department of Defense, Corps of Engineers, or Veterans Administration.
- C. Conduct of all personnel employed for the Work of this project shall be held to a high standard and shall not be offensive to others on or around the site, including in part, pedestrians, the public, the Owner, Owner's Consultants, etc.
1. The Contractor and their employees shall limit any discussion of the Work of this project to the Owner's representative named in the front of this Project Manual, inspecting authorities with jurisdiction, and the Architect; In no instance shall this project be discussed with others, except as may otherwise be indicated herein.

2. The Contractor's personnel and Subcontractors shall not enter the Owner's building, nor use the Owner's telephones (except in emergencies), or the Owner's restrooms.
- D. The Contractor shall immediately dismiss and escort off of the project site, any personnel who are obviously under the influence of alcohol or other debilitating substance, and any personnel exhibiting offensive behavior as described above or by law or by local statute or regulations of authorities having jurisdiction.

1.21 WORK BY OTHERS:

- A. The following items of work are to be provided by others, and are Not in Contract (N.I.C.). The Contractor will be required to coordinate with the Owner as necessary to accommodate provisions for these items.
 1. Movable furniture, furnishings, office equipment, library equipment, and movable library shelving unless otherwise indicated.
 2. Listed Equipment, residential appliances, and items of Alternate work not accepted at this time, and/or indicated "Not In Contract", "N.I.C.", "Future", and/or similar indication.
 - a. Unless otherwise indicated, coordination, locating, and providing rough-ins for all power, water supply, gas, drains, drain lines, condensate drain outlet, and other utilities required for such equipment, casework, etc., and preparation required for the addition of future finishes (same as level of finish required for the finishes included in Bid, just prior to finishes being added), shall be included in Base Bid;
- B. Refer to Section 01 1000 - "Summary of The Work" for additional information and requirements.

1.22 INSPECTIONS:

- A. See Section 01 3000 - Administrative Requirements for information on Scheduling of Inspections, and Minimum Requirements for Required Inspections.

1.23 DCM USER FEES:

- A. The Contractor is hereby advised of the State of Alabama Division of Construction Management's "User Fees". Pursuant to Administrative Rule 355-16-1 Collection of User Fees effective January 13, 2020, all projects under the jurisdiction of DCM require payment of fees at various points during the project for plan review, permitting/inspections and, if applicable, contract document administration.. The Rule for "Collection of User Fees" may be obtained at the following link:
 1. <<http://www.alabamaadministrativecode.state.al.us/docs/fin/355-16-1.pdf>>
- B. The Contractor is also hereby advised that Alabama Division of Construction Management administrative fees in the form of a Permit Fee shall be paid by the Contractor.
 1. See attached Permit Fee Calculation Worksheet.
- C. Special Attention is called in part, to Chapter 355-16-1-.03 "Fees Required", (5) Additional Fees, Subparagraph b, below:
 1. Any fees incurred under this paragraph will be the sole responsibility of the General Contractor, at no cost to the Owner, with payment made as directed by the Alabama Division of Construction Management.
 - a. "If the contractor schedules an inspection and it is determined by the Building Commission Inspector on site that the contractor is not ready for the scheduled inspection, the Division of Construction Management shall require an additional fee

of \$1500. The additional inspection fee shall be applied to each additional inspection that is required to be rescheduled."

- D. See attached Alabama Division of Construction Management "Administrative Rule 170X-8 Collection of User Fees", for explanation of Plan Review Fee, Permit Fee, and Contract Administrative Fee.

1.24 REINSPECTION CHARGES:

- A. The Contractor is hereby advised of the State of Alabama Building Commission's "User Fees", which go into effect on October 1, 2014. The new Rule for "Collection of User Fees" may be obtained at the following link:
1. <<http://origin.library.constantcontact.com/download/get/file/1102218988415-447/Revised+-+Building+Commission-Proposed+Administrative+Rule+170X-8.pdf>>
- B. Special Attention is called in part, to Article 170-X-8-.03 "Fees Required", (5) Additional Fees, Subparagraph b, below:
1. Any fees incurred under this paragraph will be the sole responsibility of the General Contractor, at no cost to the Owner, with payment made as directed by the Alabama Building Commission.
 - a. If the contractor schedules an inspection and it is determined by the Building Commission Inspector on site that the contractor is not ready for the scheduled inspection, the Building Commission shall require an additional fee of \$1500. The additional inspection fee shall be applied to each additional inspection that is required to be rescheduled."

END OF SECTION

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**SECTION 01 1000
SUMMARY OF THE WORK**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND GENERAL INFORMATION

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

1.2 PROJECT/WORK IDENTIFICATION

- A. General: Project name is "USSRC A-12 Oxcart Exhibit" as shown on the Contract Documents prepared by Goodwyn Mills Cawood, LLC., dated June 20, 2025.
- B. Contract Documents indicate the work of the Contract and related requirements and conditions that have an impact on the project.
- C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions (if any), the Project Manual, Technical Specification Sections, Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual and the Drawings, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the contract documents.
- D. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the Work of the Contract can be summarized as follows:
1. The Work includes mounting and display of the A-12 Oxcart Airplane, and related work, as required to complete the facilities as indicated on the Drawings and in the Project Manual.

1.3 CONTRACTOR USE OF PREMISES

- A. General: During the entire construction period the Contractor shall have the exclusive use of the premises for construction operations, including full use of the site as shown on the Drawings.
1. Limitations of exclusive use of the site:
 - a. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to applicable rules and regulations affecting the work while engaged in project construction. See site plan for egress and ingress to site, or if not indicated, same shall be as designated by the Owner.
 - b. Keep existing public roads, driveways and entrances serving the premises clear and available at all times. Do not use these areas for parking or storage of materials. Remove dirt, mud, debris, etc., from site, sidewalks, streets, and public right-of-way as it occurs.
 - c. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site in a fully bonded and insured facility acceptable to the Owner, with all items stored clearly identified as being assigned to this project.

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- d. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running, or the ignition key in place.
 - e. The Owner, and their representatives, the Architect and their Consultants, as well as authorities having jurisdiction will require site accessibility for inspections, observations, and perhaps other purposes, related to the planned new construction. The Contractor shall assist in such accessibility, to at least the point of providing and maintaining reasonably accessible dry paths to work in progress.
 - f. Construction operations shall not effect in any manner, the on-going operations of the Owner, immediately adjacent facilities, adjacent property owners or businesses, or others. Refer to Division 1 Section "Special Conditions" for additional information and requirements regarding coordination with Owner's activities.
 - 1) Construction equipment shall not come in contact with or swing over existing facilities to remain, public areas, occupied buildings, right-of-ways, etc., which are to remain.
 - g. The Contractor and their employees shall limit any discussion of the Work of this project to the Owner's representatives named in the front of this Project Manual, Consultants employed, inspecting authorities with jurisdiction, and the Architect. In no instance shall this project be discussed with others, except as may otherwise be indicated herein.
 - h. Parking on-site, if any, shall be limited to the "staging areas" indicated on the Drawings, or if not indicated, as mutually agreed between the Owner, Architect, and Contractor at the Pre-Construction Conference.
 - i. Smoking or other use of tobacco products shall not be permitted within the Owner's facilities or on roofs.
 - j. The use or presence of alcohol and/or other debilitating substances shall not be permitted on the project site.
 - k. Firearms and/or other weapons shall not be permitted on the project site.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Payment and modification procedures relating to allowances.

1.2 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 DESCRIPTION OF REQUIREMENTS:

- A. Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.
- B. Types of allowances scheduled herein for the work included the following:
1. Unit cost allowances.
 2. Lump sum allowances.
- C. Selection and Purchase:
1. At earliest feasible date after award of Contract, advise Architect/Engineer of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.
 2. As requested by the Architect/Engineer, obtain and submit proposals for the work of each allowance for use in making final selections; include recommendations for selection which are relevant to the proper performance of the work.
 3. Purchase products and systems as specified, and as selected (in writing) by the Architect/Engineer.
 4. Submit proposals and recommendations, for purchase of products or systems of allowances, in form specified for change orders.
- D. Change Order Data: Include in each change order proposal both the quantities of products being purchased and unit costs, along with total amount of purchases to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable delivery charges, amounts of applicable trade discounts, and other relevant details as requested by the Architect.
1. Each change order amount for allowances shall be based on the unit price difference between the actual purchase amount and the allowance, multiplied by the final measure or count of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
 2. Include overhead and profit in the Contractor's Allowance.
 3. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.
- E. Change Order Mark-Up:
1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be

- submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.
- F. Time and Allowance Amounts:
1. Nothing in the Bid or Contract Documents shall be so construed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
 2. Nothing in the Bid or Contract Documents shall be so construed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefor to be retained by or paid to the Contractor.
 - a. Full amount of unused allowances shall be returned to the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF LUMP SUM ALLOWANCES:

- A. **Allowance No. 1 – CONTINGENCY ALLOWANCE**
1. Allow a lump sum for unforeseen circumstances which may arise during construction. Items to have prior approval in writing to compensated for said work.
 2. Allowance Amount: \$15,000.00.
 3. **Include overhead and profit in Base Bid, and not as part of Allowance.**

3.2 SCHEDULE OF UNIT PRICE ALLOWANCE:

- A. **Allowance No. 2 - UNDERCUT AND REPLACEMENT OF SOIL**
1. In accordance with Section 01 2200 - Unit Prices and Section 31 2000 - Earthwork, include an Allowance for the quantity identified. The Allowance value will be adjusted up or down based on the actual quantity of the Work.
 2. See Section 01 2200 - Unit Prices for costs to be included and procedures for payment of Unit Price work.
 3. Calculating Allowance No. 2:
 - a. Unit Price Item 1: UNDERCUT AND REPLACEMENT OF SOIL
 - b. Quantity of THREE HUNDRED (300) Cubic Yards (CY)
 - c. Unit Price for each CY \$ _____.
 - d. Total Allowance No. 2 Value (b x c): \$ _____.
- B. **Allowance No. 3 - MIRAFI HP270 GEOTEXTILE STABILIZATION FABRIC**
1. In accordance with Section 01 2200 - Unit Prices and Section 31 2000 - Earthwork, include an Allowance for the quantity identified. Undercut and Backfill illustrated in the drawings and specified herein shall be included in the Base Bid, not as part of Allowance. The Allowance value will be adjusted up or down based on the actual quantity of the Work.
 2. See Section 01 2200 - Unit Prices for costs to be included and procedures for payment of Unit Price work.
 3. Calculating Allowance No. 3:
 - a. Unit Price Item 2: MIRAFI HP270 GEOTEXTILE STABILIZATION FABRIC
 - b. Quantity of ONE HUNDRED FIFTY (150) Cubic Yards (SY)

-
- c. Unit Price for each SY \$_____.
 - d. Total Allowance No. 3 Value (b x c): \$_____.

END OF SECTION

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**SECTION 01 2200
UNIT PRICES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for unit prices.
1. A unit price is an amount proposed by Bidders and stated on "Attachment A to Proposal Form", as a price per unit of measurement for materials and/or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased, in accordance the General Conditions and/or other provisions of the Bid and Contract Documents.
 2. Unit prices shall include all necessary material, labor, fees, layout, supervision (field and home office), general expenses, insurance, bonds, overhead, profit and applicable taxes, for unit item of work in place.
 3. Refer to other Division 1 Sections and individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of approval, verification, measurement and payment for unit prices are specified in those sections.
- B. Related work specified elsewhere includes:
1. Section 01 0150 - Special Conditions.
 2. Division 2 - Existing Conditions Sections.
 3. Divisions 31-35 - Site Work Divisions.
- C. Schedule:
1. A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.
 2. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 ITEMIZED UNIT PRICE SCHEDULE

- A. Item No. 1 - Undercut & Backfill in Non-Building Control Areas.
1. Description: Undercutting below planned subgrade in all areas not included in the building control areas as required due to careful inspection by probing, proofrolling, and testing shall be paid on a unit price basis per cubic yard of undercut. Unit price shall include excavation and legal off-site disposal of unsuitable material and replacement with compacted controlled fill back to subgrade elevation in cuts and back to original grade in fills in accordance with Section 31 2000 - "Earth Moving". This shall not apply to previously prepared areas of the site that may become unstable due to construction traffic, rain, etc.
 2. Unit of Measure: Cubic Yard (CY) of unsuitable material.

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- B. Item No. 2 - Geotextile Fabric Stabilization.
 - 1. Description: Provide geotextile fabric, Mirafi HP270 or approved equal, as directed by the Owner's Geotechnical Engineer.
 - 2. Unit of Measure: Square Yard (SY) of area stabilized.
 - C. Item No. 3 - Crash Rated Bollards.
 - 1. Description: Provide Crash-Rated Bollards in accordance with Section 05 5000 - Metal Fabrications
 - 2. Unit of Measure: Each (EA.) Bollard, in place.

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

1.2 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.3 SCHEDULE OF ALTERNATES

- A. Alternate No. 01 - Addition of Street Parking:
 - 1. Base Bid Item: Construction of the project according to the documents as issued with the exclusion of the Additional Street Parking and associated Work
 - 2. Alternate Item: Alternate item to include the addition of Additional Street Parking with all required demolition, earthwork, and coordination necessary as outlined in the Drawings.
- B. Alternate No. 02 - Addition of Custom Metal Wrap for Structure:
 - 1. Base Bid Item: Construction of the project according to the documents as issued with the exclusion of the Custom Metal Wrap and associated Work
 - 2. Alternate Item: Section 05 5000 - 2.4.B (Custom Metal Panels). Alternate item to include the addition of Custom Metal Wrap with all required fasteners, anchors, framing, and coordination necessary as outlined in the Drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 2900
PAYMENT PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

- A. Schedule of Values: A statement acceptable to the Owner and Architect 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.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- 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. Contractor's name and address.
 - c. Date of submittal.
 2. Submit draft of Schedule of Values that will accompany Application for Payment.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project

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- Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. 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.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by approving authority 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 each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use Application and Certificate for Payment form stipulated in front-end documents as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Approving authority 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.
- E. Transmittal: Submit 6 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments.

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1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- H. 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.
- I. 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.
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2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Contractor's Affidavits of Payment of Debts and Claims, Release of Liens, and Consent of Surety to Final Payment.
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Requests For Information.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures (Including Submittal Numbering/Tracking Guide and form for Transmittal).
- I. Inspections.

1.2 RELATED SECTIONS

- A. Section 01 0150 - Special Conditions: Additional Administrative and Submittal Requirements.
- B. Section 01 6000 - Product Requirements: General product requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 PROJECT COORDINATION

- A. Project Coordinator: Contractor's Project Manager.
- B. Cooperate with the Owner and Architect in allocation of mobilization areas of site; for field offices and sheds, for traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Owner and Architect.
- D. Comply with Owner and Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Owner and Architect for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Owner and Architect.
- G. Make the following types of submittals to Architect:
 - 1. Schedule of Submittals.
 - 2. Requests for interpretation.
 - 3. Requests for substitution.
 - 4. Shop drawings, product data, and samples.
 - 5. Test and inspection reports.
 - 6. Design data.

7. Manufacturer's instructions and field reports.
8. Applications for payment and change order requests.
9. Progress schedules.
10. Coordination drawings.
11. Correction Punch List and Final Correction Punch List for Substantial Completion.
12. Closeout submittals.
13. The Division of Construction Management Fee Proposal worksheet must be submitted with the Construction Contract.
14. Scheduling of Inspections and submitting appropriate Contract Administration Fees to the Division of Construction Management.
15. Final fee reconciliation and payment to the Alabama Division of Construction Management.

1.4 COMMISSIONING

- A. The commissioning process, which the Contractor is responsible to execute, is defined in Section 01 9113 and the Commissioning Plan in addition to the building systems to be commissioned. The commissioning process will be directed by a Commissioning Authority whose services will be provided by the Owner.
- B. Abbreviations - The following are common abbreviations used in the Specifications and in the Commissioning Plan. Definitions are found in Section 01 9113, Part 1.6.

A/E-	Architect and design engineers	FPT-	Functional Performance Test
CxA-	Commissioning Authority	GC-	General contractor (prime)
CC-	Controls contractor	MC-	Mechanical contractor
CM-	Construction Manager (the Owner's representative)	PFT-	Pre-Functional Test
Cx-	Commissioning	PM-	Project Manager
Cx Plan-	Commissioning Plan Document	Subs-	Subcontractors to General
EC-	Electrical contractor	TAB-	Test and balance contractor

1.5 ADMINISTRATIVE / SUPERVISORY PERSONNEL

- A. Commissioning Authority: Environmental Systems Corporation (ESC) has been selected by the Owner to provide the commissioning services for this project and will report directly to the Owner. The responsibilities of the Commissioning Authority are defined in Division 01. The Commissioning Authority directs and approves the commissioning work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 ELECTRONIC DOCUMENT SUBMITTAL

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction

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- punchlist, and any other document any participant wishes to make part of the project record.
 - 2. It is Contractor's responsibility to submit documents in allowable format.
 - 3. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
 - 4. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
 - B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the Contract Sum.
 - C. Submittal Service: The selected service is:
 - 1. Procore | Construction Management (tel: 1-866-477-6267): www.procore.com
 - D. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Architect and Contractor participating; further training is the responsibility of the user of the service.
 - E. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.2 REQUEST FOR INFORMATION

- A. All Pre-Bid Questions, or Requests for Information must be submitted through a prequalified General Contractor via email to the Architect's Project Manager, with a copy to Alyssa Martin (alyssa.martin@gmcnetwork.com). Pre-Bid Questions will be accepted up to 72 hours prior to Bid Opening.
- B. Send requests for information (RFI's) to Architect's Project Manager and administrative assistant, following the example form included at the end of this section.
- C. Sequentially number the Requests for Information (RFI), and date accordingly.
- D. RFI's may be submitted up until three business days prior to bidding, and must be received at least 72 hours before time scheduled for bidding.
- E. Explanations and interpretations will be issued via Addendum.
- F. After award of the Bid, a Request for Information (RFI), when submitted to the Architect, may result in an Architect's Supplemental Instruction (ASI), Request for Proposal (RFP), or Construction Change Directive (CCD) prior to the issuance of a Change Order.

3.3 PRECONSTRUCTION CONFERENCES

- A. Prior to commencing any work on the project, a pre-construction conference shall be held. Mandatory attendance will be required of the General Contractor and representative of all specialty and principal subcontractors involved in the project. Time and date of said conference shall be established by the Architect after award of construction contract.
- B. A Pre-Construction meeting shall not be conducted until both (1) the permit fee and (2) the signed Construction Contract have been received by the Alabama Division of Construction Management in accordance with the Code of Alabama 1975, 41-9-141 (a)(8) Alabama Division of Construction Management Administrative Rule 170X-8.
- C. Architect will schedule a meeting after Notice of Award.
- D. Attendance Required:
 - 1. Owner.

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2. Architect.
 3. Contractor.
 4. Division of Construction Management Representative.
- E. Agenda:
1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract, _____ and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
 8. Other items: To be announced.
- F. Similarly, prior to commencing any major portion of the Work of the project, preconstruction conferences shall be held. Mandatory attendance will be required of the General Contractor and representative of all specialty and principal subcontractors involved in the individual major portions of project. Time and date of said conferences shall be established by the General Contractor, and the Architect, Owner, and appropriate Consultants shall be advised in writing of times and dates, by the General Contractor.
1. "Major portion" may be defined as work items for each Subcontractor working on site, and shall include in part, but not be limited to, earthwork, sitework, site utilities, concrete work, masonry, Division 5, roof framing and Division 6, insulation, roofing systems, finishes, specialties, casework, mechanical, plumbing, and electrical.
- G. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
 - B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
 - C. The Contractor shall record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made. Emails to Project Team are acceptable.
 - D. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
 - E. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
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4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.

3.5 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

3.6 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to Owner.
 3. Prepare using software provided by the Electronic Document Submittal Service.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.

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4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
 - E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
 - F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
 - G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 - H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
 - I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
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3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.7 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule specified in Section - 01 3216 - Construction Progress Schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.8 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect, using the submittal numbering tracking system, for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.9 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS (IF NO ELECTRONIC DOCUMENT SUBMITTAL SERVICE USED)

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit four copies: the Contractor shall make his own copies from original returned by the Architect; three copies will be retained by the Architect.
 - 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit four opaque reproductions; the Contractor shall make his own copies from original returned by the Architect; three copies will be retained by the Architect.
- B. Documents for Information: Submit three copies, or a digital copy.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit no less than 3-each of any sample or color chart which is required or otherwise requested, unless more are required in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.
- E. Refer to Section 01 0150 - "Special Conditions" for additional information and requirements.

3.12 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Transmit using approved form.
 - a. Use form generated by Electronic Document Submittal Service software.
 - 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.

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- a. Upload submittals in electronic form to Electronic Document Submittal Service website.
 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
 8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 9. Provide space for Contractor and Architect review stamps.
 10. When revised for resubmission, identify all changes made since previous submission.
 11. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 12. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 13. Submittals not requested will not be recognized or processed.
 - B. Product Data Procedures:
 1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
 - C. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
 - D. Samples Procedures:
 1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 - E. Transmit each submittal with approved form.
 - F. Transmit each submittal. Sequentially number each transmittal form according to the example shown on the sample Transmittal form provided at the end of this Section. Include the date, project number and name along with number of copies submitted.
 - G. Deliver submittals to Architect at business address to the attention of the Contract Administration Coordinator.
 - H. A Submittal Schedule must be submitted and approved by Architect prior to review of any and all submittals.

3.13 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

-
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
 - C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - D. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "No Exceptions Taken", or language with same legal meaning.
 - b. "Note Markings", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
 - E. Architect's and consultants' actions on items submitted for information:
 - 1. Items for which no action was taken:
 - a. "For Record Only" - to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

3.14 SCHEDULING OF INSPECTIONS (FOR DCM FRONT ENDS)

- A. Contact the design professional by email of the date the project will be ready for an inspection.
- B. The design professional will contact the Building Commission (DCM) Inspector to schedule the first available date for the inspection. Inspections must be requested 14 days in advance.
- C. After DCM. Inspector notifies design professional of time of inspection, design professional will notify Contractor, Owner, and DCM. main office, copying DCM. Inspector.
- D. Cancellations of any scheduled inspection must be received in writing by email no less than 48 hours prior to the scheduled inspection. The email shall be sent to the Contractor, DCM. Inspector, Owner, and DCM. main office. If an inspection is cancelled, it will be rescheduled subject to DCM. Inspector's availability.
- E. If an inspection is cancelled less than 48 hours prior to the scheduled inspection, the re-inspection fee of \$1500 will be charged.

3.15 MINIMUM REQUIREMENTS FOR REQUIRED INSPECTIONS

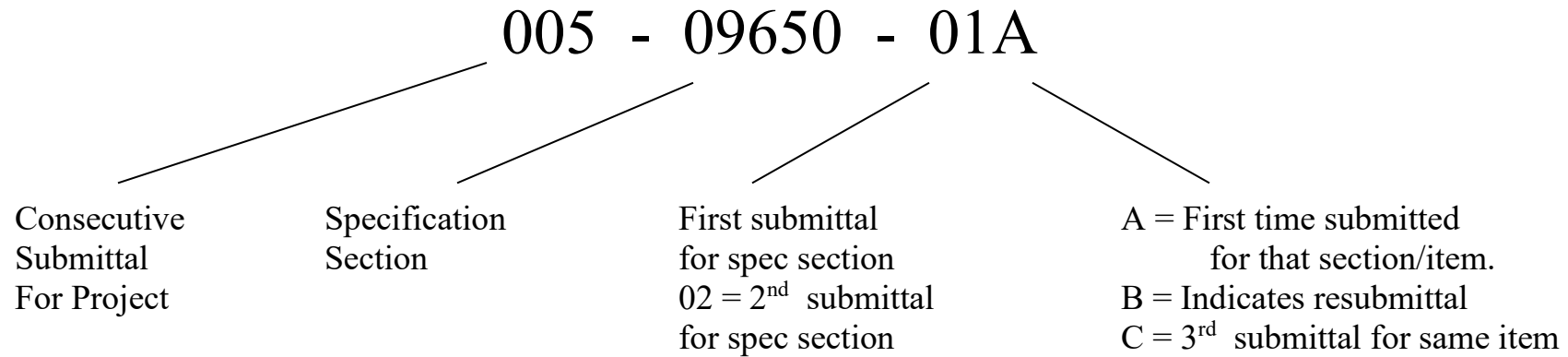
- A. Use the following minimum requirements to help determine if a project is ready for required inspection:
- B. PRE-CONSTRUCTION CONFERENCE.
 - 1. Required Attendees: Contractor, Owner, Architect, Major Subcontractors.
 - 2. Inspection Requirements:
 - a. Signed construction contract.
 - b. Verification of payment of permit fee.

-
- c. Contractor's Statement of Responsibility and Quality Assurance Plan (for storm shelter).
 - d. Fire Alarm Contractor's Certification (from State Fire Marshall).
 - e. ADEM permit, if more than 1 acre of land is disturbed.
 - C. PRE-CONSTRUCTION CONFERENCE FOR STORM SHELTER.
 - 1. Required Attendees: Contractor, Owner, Architect, Structural Engineer, Major Subcontractors, Special Inspections Representative.
 - 2. Inspection Requirements:
 - a. DCM. Inspector must have already received Contractor's Statement of Responsibility and Quality Assurance Plan.
 - D. PRE-ROOFING CONFERENCE.
 - 1. Required Attendees: Contractor, Owner, Architect, Roofing Subcontractor, Roofing Manufacturer's Representative.
 - 2. Inspection Requirements:
 - a. Roofing submittals must be approved by Architect prior to pre-roofing conference.
 - b. Roofing manufacturer must provide documentation that roof design and roofing materials meet code requirements for wind uplift and impact resistance.
 - c. Copy of sample roofing warranty.
 - E. ABOVE-CEILING INSPECTION.
 - 1. Required Attendees: Contractor, Owner, Architect, MEP Engineers, Major Subcontractors.
 - 2. Inspection Requirements:
 - a. All work must be completed except for installation of ceiling tiles and/or hard ceilings.
 - b. Space must be conditioned.
 - c. Permanent power must be connected unless otherwise arranged with the DCM. Inspector.
 - d. Grease duct must be inspected and approved by the BC Inspector prior to fire wrapping and Above-Ceiling Inspection.
 - F. LIFE SAFETY INSPECTIONS AND FINAL INSPECTIONS.
 - 1. Required Attendees: Contractor, Owner, Architect, Engineers, Major Subcontractors, Local Fire Marshall.
 - 2. Inspection Requirements:
 - a. Fire alarm certification.
 - b. Kitchen hood fire suppression system certification.
 - c. General Contractor's 5-Year Roofing Warranty (DCM Form C-9).
 - d. Roofing manufacturer's guaranty.
 - e. Above ground and below ground sprinkler certifications.
 - f. Completed Certificate of Structural Engineers Observations for storm shelters.
 - g. Emergency and exit lighting tests.
 - h. Fire alarm must be monitored.
 - i. Elevator Inspection completed and Certificate of Operation provided by the State of Alabama Department of Labor.
 - j. Boiler/Vessels Inspection completed and Certificate of Operation provided by the State of Alabama Department of Labor.
-

- k. Flush test for underground sprinkler lines (witnessed by local fire marshall, fire chief and/or BC Inspector).
 - l. Flush/pressure test for new and/or existing fire hydrants.
 - m. Must have clear egress/access and emergency (for first responders) access to building.
 - n. Must have ADA access completed.
- G. YEAR-END INSPECTIONS.
- 1. Required Attendees: Contractor, Owner, Architect, Engineers and/or Major subcontractors may also be required to attend.
 - 2. Inspection Requirements:
 - a. Owner's list of documented warranty items.

END OF SECTION

SUBMITTAL NUMBERING / TRACKING



INCLUDE ARCHITECT'S PROJECT NUMBER ON ALL SUBMITTAL TRANSMITTALS

**** Architect's Project No. & Name: ABHM250007 – MOUNTAIN BROOK ES RENOVATIONS AND ADDITIONS
for Mountain Brook City Schools
Mountain Brook, Alabama**

REQUEST FOR INFORMATION

RFI No. _____

DATE: _____

PROJECT NAME: _____

GM&C PROJECT No. _____

FROM: _____

PROJECT MANAGER: _____

GOODWYN MILLS CAWOOD, LLC.

2400 Fifth Avenue South, Suite 200

Birmingham, AL 35233

REQUEST:

SIGNATURE: _____

SUGGESTION:

RESPONSE: ROUTING: _____

DATE REC'D: _____

SIGNATURE: _____

DATE RET'D: _____

DISTRIBUTION: ☐ Contract Administrator ☐ Consultant ☐ _____ ☐ _____ ☐ _____

*** SEND THIS FORM TO THE CONTRACT ADMINISTRATION COORDINATOR ***

TRANSMITTAL

No. _____

DATE: _____

PROJECT: _____

FROM: _____

GM&C PROJECT No. _____

PROJECT MANAGER: _____

GOODWYN MILLS CAWOOD, LLC.

2400 Fifth Avenue South, Suite 200

Birmingham, AL 35233

Shop Drawing / Submittal No. (see example below)

Description

Copies	Submittal Number	Description

RESPONSE: ROUTING: _____

DATE REC'D: _____

SIGNATURE: _____

DATE RET'D: _____

Shop Drawing / Submittal Number Example

005 - 09650 - 01A

Consecutive submittal for Project Specification Section First submittal for spec section
02 = 2nd submittal for spec section A = First time submitted for that section/item.
B = Indicates resubmittal
C = Third submittal for same item

*** SEND THIS FORM TO THE CONTRACT ADMINISTRATION COORDINATOR ***

**SECTION 01 3553
SECURITY PROCEDURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Security measures including formal security program, entry control, and personnel identification.

1.2 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including Supplementary Conditions and Division 01 Specification sections, apply to the work of this Section.
- B. Section 01 1000 - Summary: use of premises and occupancy.

1.3 SECURITY PROGRAM

- A. Protect Work , existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program at project mobilization.
- C. Maintain program throughout construction period until Owner occupancy.
- D. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

1.4 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site.
- B. Allow entrance only to authorized persons with proper identification.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Mock-ups.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4223 - Reference Standards and Definitions.
- C. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.3 DEFINITIONS

- A. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
 - 2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

1.4 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2024.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.

- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: For integrated exterior and interior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions
 - 3. Fire Protection: Sprinkler shop drawings shall include PE stamp of Professional Engineer licensed in the state in which the project is located.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Schedule of Submittals.
- E. Testing Agency Qualifications: 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.
- F. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- G. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

-
- H. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
 - I. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - J. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
 - K. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

1.7 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory: Authorized to operate in the State in which the Project is located.
 - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

- D. Refer to Section 01 0150 - "Special Conditions" for additional information and requirements.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
 - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
 - 2. Make corrections as necessary until Architect's approval is issued.
- F. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- G. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Build mock-up in the following 3 phases (minimum). Obtain approval of each phase from Architect before proceeding.
 - a. Substrate construction, and waterproofing.
 - b. Opening installation, and flashing.
 - c. Veneer. (Divide this into multiple phases of mock-up if there are multiple layers.)
 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 8. Protect mock-ups from the elements with weather-resistant membrane.
 9. Demolish and remove mockups when directed unless otherwise indicated.
- I. Construct one each (masonry, stud, and concrete) as mock-up panels sized 8 feet high by 12 feet long at a corner condition, turning 2'-0". Each to receive One side of the mock-up is to include a typical glazed window (minimum 2' high for mock-up). The 2 foot side is to include a typical sealant-filled joint located 1'-4" from the corner. The mock-up is to be full thickness and contain exterior veneer, accessories, structural backup, wall openings, and wall insulation, with accompanying flashing and cavity drainage material, sealants, and waterproofing. Clean exposed faces of mock-up as required and specified. This panel will be for the purpose of approving the wall system and its components.
1. Sequence for mock-up construction.
 - a. Construct framing, substate, air barrier, flashings and window unit. Stop, and call for inspection by Architect prior to continuing construction.
 - b. Install insulation, masonry, cladding, coping cap, weeps and drainage, sealants, and joint fillers. Clean all exposed faces of mock-up. Stop, and call for inspection by Architect.
- J. Room Mockups: Construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect to evaluate quality of the Work. See Drawings for any required Room Mockups.

3.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.

-
3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Price.
- F. Refer to Section 01 0150 - "Special Conditions" for additional information and requirements.

3.5 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment, and _____ as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.2 DEFINITIONS

- A. Indicated: The term “indicated” refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used, it is to help the reader locate the reference; no limitation on location is intended.
- B. Directed: Terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” and “permitted” mean “directed by the Architect,” “requested by the Architect,” and similar phrases.
- C. Approve: The term “approved,” where used in conjunction with the Architect’s action on the Contractor’s submittals, applications, and requests, is limited to the Architect’s duties and responsibilities as stated in the Conditions of the Contract.
- D. Regulation: 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.
- E. Furnish: To supply, deliver, unload, and inspect for damage.
- F. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- G. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- H. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- I. Provide: To furnish and install.
- J. Supply: Same as Furnish.
- K. Installer:
 - 1. An “Installer” is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 2. The term “experienced,” when used with the term “Installer,” means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
- L. Trades: Use of titles such as “carpentry” is not intended to 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 tradespersons of the corresponding generic name.

- M. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land on which the Project is to be built.
1. If areas available are not indicated, they will be as mutually agreed by Owner and Contractor at Preconstruction Conference and as modified during construction.
- N. Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- O. OFOI: Owner Furnished, Owner Installed.
1. Equipment indicated on the drawings with the (OFOI) symbol designates the Owner will supply and deliver to the project site any equipment and finish items specified in these specifications and the Owner install the equipment and finish items in place ready for intended use.
 2. The Owner shall furnish all standard integral parts of the equipment and finishes, and tailgate-deliver items to project site.
 3. Owner shall receive items at site and give written receipt for items at time of delivery, noting visible defects or omissions. If such declaration is not given, the Owner shall assume responsibility for such defects and omissions. Contractor shall be responsible for cooperating with the Owner who shall provide unloading, handling and proper storage of equipment prior to installation at the site. The Owner and the Contractor will coordinate deliveries of equipment and finish items to coincide with construction schedule to minimize storage of equipment before installation.
 4. Owner shall uncrate, assemble, set items in place, and install items in accordance with manufacturer's instructions.
 5. Contractor shall provide utility rough-in for equipment items where required regardless of equipment responsibility designation unless specifically noted otherwise.
 6. Contractor shall be responsible for verification of utility requirements for approved equipment items. Upon request, the Owner shall make available dimensions and power characteristics of the Owner-furnished items.
- P. OFCI: Owner Furnished, Contractor Installed.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION:

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute’s 50-Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
1. Abbreviated Language:
 - a. Language used in Specifications and other Contract Documents is the abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will

be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.

2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.4 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

1.5

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 4100

STRUCTURAL TESTS AND SPECIAL INSPECTIONS

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 required for compliance with the International Building Code, Chapter 17, Structural Tests and Special Inspections.
- B. Structural testing and special inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve contractor of responsibility for compliance with other construction document requirements.
 - 1. Specific quality-assurance and -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 other quality-assurance and -control procedures that facilitate compliance with the construction document requirements.
 - 3. Requirements for contractor to provide quality-assurance and -control services required by architect, owner, or authorities having jurisdiction are not limited by provisions of this section.
- C. The owner will engage one or more qualified special inspectors and / or testing agencies to conduct structural tests and special inspections specified in this section and related sections and as maybe specified in other divisions of these specifications.
- D. Related Sections include but are not limited to the following:
 - 1. Section 02 2000 - "Earthwork"
 - 2. Section 03 3100 - "Cast-In-Place Concrete"
 - 3. Section 05 1200 - "Structural Steel"
 - 4. Section 31 6613 - "Soil Ground Improvement"

1.3 DEFINITIONS

- A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the building official.
- B. Construction Documents: Written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit. Construction Documents include all supplemental instructions, sketches, addenda, and revisions to the drawings and specifications issued by the registered design professional beyond those issued for a building permit.

- C. Shop Drawings / Submittal Data: Written, graphic and pictorial documents prepared and / or assembled by the contractor based on the Construction Documents.
- D. Structural Observation: Visual observation of the structural system by a representative of the registered design professional's office for general conformance to the approved construction documents. Structural observations are not considered part of the structural tests and special inspections and do not replace inspections and testing by the testing agency or special inspector.
- E. Special Inspector: A qualified person who demonstrating competence, to the satisfaction of the code enforcement official and registered design professional in responsible charge, for inspection of the particular type of construction or operation requiring special inspection. The special inspector shall be a licensed professional engineer or engineering intern or a qualified representative from the testing agency.
- F. Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
- G. Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.
- H. Testing Agency: A qualified materials testing laboratory under the responsible charge of a licensed professional engineer, approved by the code enforcement official and the registered design professional in responsible charge, to measure, examine, test, calibrate, or otherwise determine the characteristics or performance of construction materials and verify confirmation with construction documents.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Minimum qualifications of inspection and testing agencies and their personnel shall comply with ASTM E329-03 Standard Specification for Agencies in the Testing and / or Inspection of Materials Used in Construction.
 - a. Inspectors and individuals performing tests shall be certified for the work being performed as outlined in the appendix of the ASTM E329. Certification by organizations other than those listed must be submitted to the building official for consideration before proceeding with work.
 - 2. In addition to these requirements, local jurisdiction may have additional requirements. It is the responsibility of the testing and inspection agencies to meet local requirements and comply with local procedures.
- B. Qualifications of Special Inspector: The Special Inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the Building Official, for inspection of the particular type of construction or operation being inspected. The Special Inspector shall meet the legal qualifications of the building code having jurisdiction.
 - 1. Duties and Responsibilities of the Special Inspector:

- a. The Special Inspector shall observe the work assigned to ascertain, to the best of his/her knowledge that it is in conformance with the approved design drawings and specifications.
- b. The Special Inspector shall furnish inspection reports to the Building Official, the Architect/Engineer, and the Owner. All discrepancies shall be brought to the immediate attention of the Architect/Engineer, Contractor, and Owner. A report that the corrected work has been inspected shall be sent to the Building Official, the Architect/Engineer, and the Owner.
- c. The Special Inspector shall create and maintain a log of all discrepancies throughout the duration of the project. This log shall include, but is not limited to, discrepancy date, description, drawing and/or detail reference, description of as-built condition, description of any remedial work performed, and status of discrepancy. This log shall be submitted to the Architect/Engineer on a periodic basis for the review and comment. Upon completion of the project, this log shall be submitted in its entirety as an attachment to the final signed report described below.
- d. The Special Inspector shall submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance to the approved plans and specifications and the applicable workmanship provisions of the building code.

1.5 CONFLICTING REQUIREMENTS, REPORTS, AND TEST RESULTS

- A. General: 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 the registered design professional in responsible charge for a decision before proceeding.
- B. 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 the registered design profession in responsible charge for a decision before proceeding.
- C. The special inspector's reports and testing agencies results shall have precedence over reports and test results provided by the contractor.
- D. Where a conflict exists between the construction documents and approved shop drawings / submittal data, the construction documents shall govern unless the shop drawings / submittal data are more restrictive. All conflicts shall be brought to the attention of the registered design professional in responsible charge.

1.6 SUBMITTALS BY SPECIAL INSPECTOR AND / OR TESTING AGENCY

- A. Special inspectors shall keep and distribute records of inspections. The special inspector shall furnish inspection reports to the building official, and to the registered design professional in responsible charge, contractor, architect, and owner. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design professional in

responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant and the building official prior to the start of work.

1. Special inspection reports and test results shall include, but not be limited to, the following:
 - a. Date of inspection.
 - b. Description of inspections or tests performed including location (reference grid lines, floors, elevations, etc.).
 - c. Statement noting that the work, material, and / or product conforms or does not conform to the construction document requirements.
 - 1) Name and signature of contractor's representative who was notified of work, material, and / or products that do not meet the construction document requirements.
 - d. Name and signature of special inspector and / or testing agency representative performing the work.
- B. Schedule of Non-Compliant Work: Each agent shall maintain a log of work that does not meet the requirements of the construction documents. Include reference to original inspection / test report and subsequent dates of re-inspection / retesting.
- C. Reports and tests shall be submitted within 1 week of inspection or test. Schedule of Non-Compliant Work shall be updated daily and submitted at monthly intervals.
- D. Final Report of Special Inspections. Submitted by each agent listed in the schedule of Structural Testing and Special Inspections.

1.7 PAYMENT OF TESTING LABORATORY

- A. The Owner will pay for the initial laboratory services for the testing of materials for compliance with the requirements of the contract documents. The Contractor will be liable to the Owner for the cost for testing and retesting of materials that do not comply with the requirements of the contract documents and shall furnish and pay for the testing and inspection of other items as specified in these Specifications.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITY

- A. The contractor shall coordinate the inspection and testing services with the progress of the work. The contractor shall provide sufficient notice to allow proper scheduling of all personnel. The contractor shall provide safe access for performing inspection and on site testing.

- B. The contractor shall submit schedules to the owner, registered design professionals and testing and inspecting agencies. Schedules will note milestones and durations of time for materials requiring structural tests and special inspections.
- C. The contractor shall repair and / or replace work that does not meet the requirements of the construction documents.
 - 1. Contractor shall engage an engineer / architect to prepare repair and / or replacement procedures.
 - 2. Engineer / architect shall be registered in the state in which the project is located. Engineer shall be acceptable to the registered design professional in responsible charge, code enforcement official, and owner.
 - 3. Procedures shall be submitted for review and acceptance by the registered design professional in responsible charge, code enforcement official, and owner before proceeding with corrective action.
- D. The contractor shall be responsible for costs of:
 - 1. Re-testing and re-inspection of materials, work, and / or products that do not meet the requirements of the construction documents and shop drawings / submittal data.
 - 2. Review of proposed repair and / or replacement procedures by the registered design professional in responsible charge and the inspectors and testing agencies.
 - 3. Repair or replacement of work that does not meet the requirements of the construction documents.

3.2 STRUCTURAL OBSERVATIONS

- A. Structural observations may be made periodically as determined by the registered design professional in responsible charge.

3.3 TESTING AND INSPECTION

- A. Testing and inspection shall be in accordance with the attached Schedule of Special Inspections.
- B. Reference related specifications for the minimum level of inspections and testing. Provide additional inspections and testing as necessary to determine compliance with the construction drawings.

3.4 SCHEDULES AND FORMS – ATTACHED OR IN CONSTRUCTION DOCUMENTS

- A. **STATEMENT OF SPECIAL INSPECTIONS**
- B. **SCHEDULE OF SPECIAL INSPECTIONS (ON STRUCTURAL DRAWINGS)**
- C. **FINAL REPORT OF SPECIAL INSPECTIONS**

END OF STRUCTURAL TESTS AND SPECIAL INSPECTIONS

STATEMENT OF SPECIAL INSPECTIONS

Project:
Project Address:
Permit Applicant:
Applicant Address:
Owner:
Owner Address:

Registered Design Professionals (RDP):

Architect:
Geotechnical Engineer:
Structural Engineer:
Mechanical Engineer:
Electrical Engineer:

This statement of special inspections is submitted as a condition for permit issuance in accordance with Chapter 17 of the International Building Code. It includes a *Schedule of Special Inspections* applicable to the above referenced project as well as the identity of the individuals, agencies, or firms intended to be retained for conducting these inspections.

The Special Inspector(s) shall keep records of all inspections and shall furnish interim inspection reports to the building official and to the registered design professional in responsible charge at a frequency agreed upon by the permit applicant and building official prior to the start of work. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and the registered design professional in responsible charge prior to completion of that phase of work. A *Final Report of Special Inspections* documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted by each agent at the completion of that phase of work.

Maximum frequency of interim report submittals shall not be less than_____.

The Special Inspection program does not relieve the contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Owner's Acknowledgement:

Signature

Date

Building Official's Acceptance:

Signature

Date

Permit No.

FINAL REPORT OF SPECIAL INSPECTIONS

Project:

Project Address:

Testing / Inspection Agent:

Testing / Inspection Agent Address:

Scope of Testing / Inspections:

(To be completed by Testing / Inspection Agent)

To the best of my information, knowledge, and belief, the special inspections or testing required for this project, and designated for this Agent in the *Schedule of Special Inspections* submitted for permit, have been completed in accordance with the contract documents.

Interim reports submitted prior to this final report and numbered _____ to _____ form a basis for, and are to be considered an integral part of this final report. The following discrepancies that were outstanding since the last interim report dated _____ have been corrected:

(Attach 8 1/2" x 11" continuation sheet(s) if required to complete the description of corrections)

Prepared By:

Type or print name

Signature

Date

Special Inspector's Seal

(Licensed Professional Engineer)

**SECTION 01 4219
REFERENCE STANDARDS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements relating to referenced standards.
- B. Reference standards full title and edition date.

1.2 RELATED REQUIREMENTS

1.3 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with the reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by Contract Documents.
- D. Where required elsewhere in the contract documents, maintain copy at project site during submittals, planning, and progress of the specific work, until Date of Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect 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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

2.1 ASTM E SERIES -- ASTM INTERNATIONAL

- A. ASTM E605/E605M - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 2019 (Reapproved 2023).
- B. ASTM E736/E736M - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2019 (Reapproved 2023).

2.2 ICC -- INTERNATIONAL CODE COUNCIL, INC.

- A. ICC (IBC)-2015 - International Building Code; 2015.
- B. ICC (IBC)-2018 - International Building Code; 2018.

END OF SECTION

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SECTION 01 4533
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.

1.2 RELATED REQUIREMENTS

1.3 DEFINITIONS

- A. Code or Building Code: ICC (IBC)-2015, Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.4 REFERENCE STANDARDS

- A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).
- B. AISC 341 - Seismic Provisions for Structural Steel Buildings; 2022.
- C. AISC 360 - Specification for Structural Steel Buildings; 2022.
- D. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- E. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2023.
- F. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2017.
- G. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- H. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.
- I. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- J. ASTM E605/E605M - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 2019 (Reapproved 2023).

- K. ASTM E736/E736M - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2019 (Reapproved 2023).
- L. ICC (IBC)-2015 - International Building Code; 2015.
- M. ICC (IBC)-2018 - International Building Code; 2018.

1.5 SUBMITTALS

- A. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- B. Fabricator's Qualification Statement: Fabricator is required to submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.
- C. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with Contract Documents.
 - 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- D. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.

- j. Compliance with Contract Documents.

1.6 SPECIAL INSPECTION AGENCY

- A. Owner or Architect will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.7 TESTING AND INSPECTION AGENCIES

- A. Owner or Architect may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 - 1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - 2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.2 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

- A. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC)-2018.
- B. Steel Frame Joint Details: Verify compliance with approved Contract Documents.
 - 1. Details, bracing and stiffening; periodic.
 - 2. Member locations; periodic.
 - 3. Application of joint details at each connection; periodic.

3.3 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M, and ACI CODE-318, Sections 5.6 and 5.8 and record the following, continuous:
 - 1. Slump.
 - 2. Air content.
 - 3. Temperature of concrete.

3.4 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

- A. Masonry Structures Subject to Special Inspection:

-
1. Empirically designed masonry, glass unit masonry and masonry veneer in structures designated as "essential facilities".
 2. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved Contract Documents and the applicable articles of TMS 402/602.
1. Inspections and Approvals:
 - a. Verify compliance with the required inspection provisions of the approved Contract Documents; periodic.
 - b. Verify approval of submittals required by Contract Documents; periodic.
 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
 3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
 4. Joints and Accessories: When masonry construction begins, verify:
 - a. Proportions of site prepared mortar; periodic.
 - b. Construction of mortar joints; periodic.
 - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
 5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
 - a. Size and location of structural elements; periodic.
 - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
 - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
 - d. Welding of reinforcing bars; continuous.
 6. Grouting Preparation: Prior to grouting, verify:
 - a. Grout space is clean; periodic.
 - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
 - c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
 - d. Correctly constructed mortar joints; periodic.
 7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.
- C. Engineered Masonry in Buildings Designated as "Essential Facilities": Verify compliance of each item below with approved Contract Documents and the applicable articles of TMS 402/602.
1. Inspections and Approvals:
 - a. Verify compliance with the required inspection provisions of the approved Contract Documents; periodic.
 - b. Verify approval of submittals required by Contract Documents; periodic.
 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction and upon completion of each 5,000 square feet increment of masonry erected during construction; periodic.
-

3. Preblended Mortar and Grout: Verify proportions of materials upon delivery to site; periodic.
4. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
5. Engineered Elements, Joints, Anchors, Grouting, Protection: Verify compliance of each item below with approved Contract Documents and referenced standards.
 - a. Proportions of site prepared mortar; periodic.
 - b. Placement of masonry units and construction of mortar joints; periodic.
 - c. Placement of reinforcement, connectors, prestressing tendons, anchorages, etc.; periodic.
 - d. Size and location of structural elements; periodic.
 - e. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; continuous.
 - f. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
 - g. Welding of reinforcing bars; continuous.
6. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; continuous.

3.5 SPECIAL INSPECTIONS FOR PREFABRICATED AND SITE-BUILT WOOD CONSTRUCTION

- A. High Load Diaphragms: Verify compliance of each item below with approved Contract Documents.
 1. Grade and thickness of sheathing.
 2. Nominal size of framing members at adjacent panel edges.
 3. Nail or staple diameter and length.
 4. Number of fastener lines.
 5. Fastener spacing at lines and at edges.
- B. Metal Plate Connected Wood Trusses with Clear Span of 60 feet or More: Verify compliance of each item below with approved Contract Documents in general and with approved truss submittal package in particular.
 1. Temporary restraint and bracing.
 2. Permanent individual truss member restraint and bracing.

3.6 SPECIAL INSPECTIONS FOR SOILS

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
 1. Design bearing capacity of material below shallow foundations; periodic.
 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
 3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
 4. Subgrade, prior to placement of compacted fill verify proper preparation; periodic.
- B. Testing: Classify and test excavated material; periodic.

3.7 SPECIAL INSPECTIONS FOR DRIVEN DEEP FOUNDATIONS

- A. Materials, Equipment and Final Placement: Verify each item below complies with approved construction documents and approved geotechnical report.

1. Material types, sizes and lengths; continuous.
 2. Capacities of test elements and additional load tests as required; continuous.
 3. Placement locations and plumbness; continuous.
 4. Type and size of hammer; continuous.
- B. Installation: Observe driving operations and maintain complete and accurate records for each element; continuous.
1. Record number of blows per foot of penetration.
 2. Determine penetration required to achieve design capacity.
 3. Record tip and butt elevations.
 4. Document any damage to foundation element.
- C. Steel Components of Driven Deep Foundations: Perform additional inspections as required by the Special Inspections for Steel Construction article of this section.
- D. Concrete and Concrete Filled Components of Driven Deep Foundations: Perform additional inspections as required by the Special Inspections for Concrete Construction article of this section.

3.8 SPECIAL INSPECTIONS FOR CAST-IN-PLACE DEEP FOUNDATIONS

- A. Materials, Equipment and Final Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
1. Element length; continuous.
 2. Element diameters and bell diameters; continuous.
 3. Embedment into bedrock; continuous.
 4. End bearing strata capacity; continuous.
 5. Placement locations and plumbness; continuous.
 6. Type and size of hammer; continuous.
- B. Drilling Operations: Observe and maintain complete and accurate records for each element; continuous.
- C. Material Volume: Record concrete and grout volumes.
- D. Concrete Elements Associated with Cast-in-Place Deep Foundations: Perform additional inspections as required by the Special Inspections for Concrete Construction article of this section.

3.9 SPECIAL INSPECTIONS FOR HELICAL PILE FOUNDATIONS

- A. Materials, Equipment and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
1. Type and capacity of installation equipment used; continuous.
 2. Pile dimensions; continuous.
 3. Tip elevation; continuous.
 4. Final depth; continuous.
 5. Final installation torque; continuous.
 6. Other installation data requested in writing by Architect; continuous.

3.10 SPECIAL INSPECTIONS FOR VERTICAL MASONRY FOUNDATION ELEMENTS

- A. Vertical Masonry Foundation Elements are subject to the same special inspection requirements listed in the "Special Inspections for Masonry Construction" Article of this section.

3.11 SPECIAL INSPECTIONS FOR SPRAYED FIRE RESISTANT MATERIALS

- A. Sprayed Fire Resistant Materials, General:
 - 1. Verify compliance of sprayed-fire resistant materials with specific fire-rated assemblies indicated in approved Contract Documents, and with applicable requirements of the building code.
 - 2. Perform special inspections after rough installation of electrical, mechanical, plumbing, automatic fire sprinkler and suspension systems for ceilings.
- B. Physical and visual tests: Verify compliance with fire resistance rating.
 - 1. Condition of substrates; periodic.
 - 2. Thickness of sprayed fire resistant material; periodic.
 - 3. Density of sprayed fire resistant material in pounds per cubic foot; periodic.
 - 4. Bond strength (adhesion and cohesion); periodic.
 - 5. Condition of finished application; periodic.
- C. Structural member surface conditions:
 - 1. Inspect structural member surfaces before application of sprayed fire resistant materials; periodic.
 - 2. Verify preparation of structural member surfaces complies with approved Contract Documents and manufacturer's written instructions; periodic.
- D. Application:
 - 1. Ensure minimum ambient temperature before and after application complies with the manufacturer's written instructions; periodic.
 - 2. Verify area where sprayed fire resistant material is applied is ventilated as required by the manufacturer's written instructions during and after application; periodic.
- E. Thickness: Verify that no more than 10 percent of thickness measurements taken from sprayed fire resistant material are less than thickness required by fire resistance design in approved Contract Documents. In no case shall the thickness of the sprayed fire resistant material be less than the minimum below.
 - 1. Minimum Allowable Thickness: Tested according to ASTM E605/E605M, periodic.
 - a. Design thickness 1 inch or greater: Design thickness minus 1/4 inch.
 - b. Design thickness greater than 1 inch: Design thickness minus 25 percent.
- F. Density: Verify density of sprayed fire resistant material is no less than density required by the fire resistance design in the approved Contract Documents.
- G. Bond Strength: Verify adhesive and cohesive bond strength of sprayed fire resistant materials is no less than 150 pounds per square foot when in-place samples of the cured material are tested according to ASTM E736/E736M and as described below.

3.12 SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE

- A. Structural Steel: Comply with the quality assurance plan requirements of AISC 341.
- B. Structural Wood:
 - 1. Field gluing; continuous.
 - 2. Nailing, bolting, anchoring and other fastening of components within the seismic force-resisting system; periodic.
- C. Cold Formed Steel Light Frame Construction:

1. Field welding; periodic.
2. Screw attachment, bolting, anchoring and other fastening of components within the main seismic force-resisting system; periodic.
- D. Designated Seismic System Verification: Verify label, anchorage or mounting complies with certificate of compliance provided by manufacturer or fabricator.
- E. Structural Testing for Seismic Resistance:
 1. Concrete reinforcement: Comply with ACI CODE-318, Section 21.1.5.2.
 - a. Materials Obtain mill certificates demonstrating compliance with ASTM A615/A615M; periodic.
 - b. Welding: Perform chemical tests complying with ACI CODE-318, Section 3.5.2 to determine weldability; periodic.
 2. Structural Steel: Comply with the quality assurance requirements of AISC 341.
- F. Structural Observations for Seismic Resistance: Visually observe structural system for general compliance with the approved Contract Documents; periodic.

3.13 SPECIAL INSPECTIONS FOR WIND RESISTANCE

3.14 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified reference standards.
 3. Ascertain compliance of materials and products with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.15 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.

3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.16 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- B. Contractor Responsibilities, Seismic Force-Resisting System, Designated Seismic System, and Seismic Force-Resisting Component: Submit written statement of responsibility for each item listed in the Statement of Special Inspections to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.
- C. Contractor Responsibilities, Wind Force-Resisting System and Wind Force-Resisting Component: Submit written statement of responsibility for each item listed in the Statement of Special Inspections to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.

END OF SECTION

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**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

- A. Instructions To Bidders, and Supplementary Instructions To Bidders: Additional information and requirements concerning Substitutions.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.3 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 - PRODUCTS

2.1 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made of wood from newly cut old growth timber.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Have longer documented life span under normal use.
 - 3. Result in less construction waste. See Section 01 7419
 - 4. Are made of vegetable materials that are rapidly renewable.

2.2 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.3 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 - EXECUTION

3.1 SUBSTITUTION LIMITATIONS

- A. Acceptance of suppliers, manufacturers, and/or products shall be limited to those named, unless others are properly submitted during bidding in accordance with substitution procedures, and subsequently accepted.
- B. Instructions to Bidders specifies time restrictions and procedures for submitting requests for substitutions during the bidding period. These time restrictions and procedures are superseded by any modifications found in Supplementary Instructions to Bidders (or Additions to Instructions to Bidders).
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
 - 1. Submittals during construction other than those pre-qualified or pre-accepted will not be reviewed, but instead returned for re-submittal, without exception.
- D. Substitution Submittal Procedure. A proper pre-bid submittal for "pre-qualified" or "pre-accepted" consideration and review, shall be one which includes at least the following:
 - 1. Submit request for substitution for consideration. Limit each request to one proposed substitution.
 - a. Use Substitution Request form attached at end of this Section.
 - 2. Submit with cover letter which outlines the purpose of the submittal, Architect's specifications which apply, and each variation from the original specification.
 - 3. Submit product data (all current and relevant manufacturer's published data), certified test results attesting to the proposed product equivalence, and additional information as required so that a review can be quickly made by comparing the submittal item for item to the original specification. Include samples and other data as requested for the original item. Burden of proof is on proposer.
 - 4. Substitution requests shall be submitted through a qualified General Contractor bidding the project.
- E. After receipt of bids and execution of the Construction Contract, the Owner and the Architect will consider substitutions only under the following conditions:

1. Unavailability of materials if beyond the control of the Contractor and submitted proof that firm orders for the material were placed within ten (10) days after approval of the Subcontractors and Material Suppliers Lists.
2. Other unavailability will be considered only as being due to strikes, lockouts, bankruptcy, or discontinuance of manufacture.
3. Any approved substitutions shall be incorporated into the Contract by Change Order.

3.2 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner reviewed shop drawings, product data, and samples.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.3 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.4 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

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- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
 - E. For exterior storage of fabricated products, place on sloped supports above ground.
 - F. Provide off-site storage and protection when site does not permit on-site storage or protection.
 - G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
 - H. Comply with manufacturer's warranty conditions, if any.
 - I. Do not store products directly on the ground.
 - J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
 - K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
 - L. Prevent contact with material that may cause corrosion, discoloration, or staining.
 - M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- D. Section 02 4100 - Demolition: Selective demolition of building elements for alterations purposes.
- E. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.3 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:

- a. Identification of Project.
- b. Location and description of affected work.
- c. Necessity for cutting or alteration.
- d. Description of proposed work and products to be used.
- e. Alternatives to cutting and patching.
- f. Effect on work of Owner or separate Contractor.
- g. Written permission of affected separate Contractor.
- h. Date and time work will be executed.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.5 QUALIFICATIONS

- A. For survey work, employ a Professional Land Surveyor licensed in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.6 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.7 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
 - 1. Contractor shall schedule ordering of products, taking lead-times into account, and shall be responsible for any cost associated with expediting delivery of specified items in order to keep project on schedule.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner-occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

2.1 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
 - 1. Every trade shall examine substrate to determine if it is adequate to receive the work of that section prior to initiating work.
 - 2. Notify Contractor of any deficiencies needing correction.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.4 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Utilize Standards of Practice for Professional Land Surveyors.
- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.

- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

3.5 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.

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3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.7 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.

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2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
1. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
 2. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 3. Match color, texture, and appearance.
 4. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.8 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.9 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.

- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See appropriate Division 23 Section.

3.11 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Replace filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. The Contractor shall generate and provide a punch-list to the Architect prior to requesting inspection for substantial completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

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- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
 - F. Accompany Architect on Contractor's preliminary final inspection.
 - G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
 - H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures.
- B. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 6000 - Product Requirements: Waste prevention requirements related to product substitutions.
- E. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- F. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.3 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.

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- b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.1 PRODUCT SUBSTITUTIONS

- A. See Section 01 6000 and Section 01 2500.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 6000:
 1. Relative amount of waste produced, compared to specified product.
 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Sum.
 3. Proposed disposal method for waste product.
 4. Markets for recycled waste product.

PART 3 EXECUTION

3.1 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.2 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
 - 4. Job safety meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 - 2. Provide containers as required.
 - 3. Provide temporary enclosures around piles of separated materials to be recycled or salvaged.
 - 4. Provide materials for barriers and enclosures that are nonhazardous, recyclable, or reusable to the maximum extent possible; reuse project construction waste materials if possible.
 - 5. Locate enclosures out of the way of construction traffic.
 - 6. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 7. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
 - 8. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.2 RELATED REQUIREMENTS

- A. General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment. All record documents, warranties and O&M manuals are to be submitted in paper format (1 copy) along with 3 copies of CD's or PDF's of the documents.
- B. At completion of Project, the Contractor shall submit to Architect a complete set of clearly marked-up Project Documents, as follows:
 - 1. One (1) Original Set clearly marked as-built, record drawings and specifications.
 - 2. Three (3) copies of CD's or DVD's: Each with as-built record drawings and as-built record specifications along with O&M Manuals and Warranties.
- C. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit one paper set and three CD's of revised final documents in final form within 10 days after final inspection, each with as-built record drawings and as-built record specifications along with O&M Manuals and Warranties as referenced above.
- D. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

4. Submit CD's with PDF's of as-built record drawings and as-built record specifications along with O&M Manuals and Warranties as referenced above.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
- G. Scan marked-up Record Drawings and Specifications onto three (3) CD's or DVD's (each with as-built record drawings and as-built record specifications).

3.2 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

3.5 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.

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- d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

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**SECTION 01 7900
DEMONSTRATION AND TRAINING**

PART 1 GENERAL

1.1 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. HVAC systems and equipment.
 - 3. Plumbing equipment.
 - 4. Electrical systems and equipment.
 - 5. Conveying systems.
 - 6. Landscape irrigation.
 - 7. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
 - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
 - 2. Finishes, including flooring, wall finishes, ceiling finishes.
 - 3. Fixtures and fittings.
 - 4. Items specified in individual product Sections.

1.2 RELATED REQUIREMENTS

- A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.
- B. Section 01 9113 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.
- C. Other Specification Sections: Additional requirements for demonstration and training.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
 - 2. Submit one copy to the Commissioning Authority, not to be returned.
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
 - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.
- B. Draft Training Plans: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Architect for transmittal to Owner.
 - 2. Submit to Commissioning Authority for review and inclusion in overall training plan.
 - 3. Submit not less than four weeks prior to start of training.
 - 4. Revise and resubmit until acceptable.
 - 5. Provide an overall schedule showing all training sessions.
 - 6. Include at least the following for each training session:
 - a. Identification, date, time, and duration.

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- b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
- 1. Include applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
- 1. Identification of each training session, date, time, and duration.
 - 2. Sign-in sheet showing names and job titles of attendees.
 - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
 - 4. Include Commissioning Authority's formal acceptance of training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
- 1. Format: DVD Disc.
 - 2. Label each disc and container with session identification and date.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
- 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.

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- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
 - E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.2 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- I. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 10. Review spare parts and tools required to be furnished by Contractor.

- 11. Review spare parts suppliers and sources and procurement procedures.
- J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

SECTION 02 4100

DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Abandonment and removal of existing utilities and utility structures.

1.2 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 7000 – Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 31 1000 - Site Clearing: Vegetation and existing debris removal.
- G. Section 31 2000 – Earth Moving: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.3 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2004.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
 - 2. Areas for temporary and permanent placement of removed materials.

- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications:
 - 1. Company specializing in the type of work required.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - 1. Where required by local Health Department or other authorities having jurisdiction, provide certificate of pest and rodent eradication and subsequent inspection completed prior to and after building demolition.
- C. Pre-demolition Conference: Demolition will be reviewed at required Preconstruction Conference for the Project.
 - 1. In addition, conduct pre-demolition conferences at Project site with Owner's representatives, to provide final notice to and coordination with Owner's representatives and on-site personnel.
- D. Notices: Contractor shall provide all notices required by Code, applicable regulations, ordinances and/or local and other authorities having jurisdiction.
 - 1. All notices shall be in writing, with copies provided to the Owner and Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill Material: As specified in Section 31 2000 – Earth Moving.

PART 3 - EXECUTION

3.1 SCOPE

- A. Extent of demolition is indicated on the Plan.
- B. Remove paving and curbs as required to accomplish new work.

- C. Remove items indicated
- D. Remove other items indicated, for salvage, relocation, and recycling.
- E. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2000.
- F. Salvage, relocate, or recycle as directed and as applicable.
 - a. The Owner reserves the right of first refusal for any structures, materials, and/or accessory items on site or within the buildings including, but not limited to, fire alarm panels and accessories, door hardware, electrical transformers, copper tubing, onsite trees and shrubs, and other items of value that may or may not be shown on the plans or called out in the project manual. Any items removed from the site without prior approval from the Owner will be paid to the Owner by the contractor at two times (2x) the market value.
- G. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permit.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 10. Obtain written permission from owners of adjacent properties when demolition

equipment will traverse, infringe upon or limit access to their property.

- B. Do not begin removal until receipt of Notification To Proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed and delivered to a location as directed by the Owner.
- D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
 - 1. Removal of asbestos shall be subject to state and local regulatory requirements.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- I. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.3 EXISTING UTILITIES

- A. Coordinate work with utility companies.
 - 1. The locations of existing underground utilities are shown in an approximate manner only. The Contractor shall determine exact location of all existing utilities before commencing work. The contractor shall be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities. The Contractor shall contact Alabama One Call (811) a minimum of 48 hours prior to excavation. If no paint is visible, Contractor shall not perform excavation until verifying with that work site is cleared for excavation.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.

- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 5 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Engineer or Engineers before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities, but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.5 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash and legally dispose of off-site.
- B. Remove from site all materials not to be reused on site; do not burn or bury.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF DEMOLITION

SECTION 03 310

CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes:
 - 1. Formwork.
 - 2. Reinforcing.
 - 3. Cast-in place concrete including mix design, placement procedures, and finishes.
- B. Cast-in-place concrete includes the following:
 - 1. Foundations and footings.
- C. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- D. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 02 2000, "Earthwork": Drainage fill under slabs on grade.
 - 2. Section 31 6613, "Soil Ground Improvement": Stone columns.
 - 3. Section 05 5000, "Metal Fabrications": Metal items to be built into concrete.
 - 4. Section 07 9000, "Sealants and Joint Fillers": Sealants and joint fillers in concrete work.
 - 5. Respective Sections of Division 15 and 16, as applicable, for furnishing of inserts, anchorage and erection items required for mechanical and electrical work..
 - 6. Divisions 15 and 16, as applicable, for furnishing and setting of conduit, pipes and sleeves for mechanical and electrical equipment.

1.2 SUBMITTALS:

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Shop drawings for reinforcement detailing fabricating, bending, and placing concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, bent bar diagrams, and arrangement of concrete reinforcement. Include special reinforcing required for openings through concrete structures.
- D. Samples of materials as requested by Architect, including names, sources, and descriptions, as follows:

1. Color finishes.
 2. Normal weight aggregates.
 3. Reglets.
- E. Laboratory test reports for concrete materials and mix design test.
- F. Minutes of pre-installation conference.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
1. ACI 301, "Specifications for Structural Concrete for Buildings".
 2. ACI 302, "Guide for Concrete Floor and Slab Construction".
 3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
 4. ACI 305, "Hot Weather Concreting".
 5. ACI 306, "Cold Weather Concreting".
 6. ACI 309, "Guide for Consolidation of Concrete".
 7. ACI 311, "Recommended Practice for Concrete Inspection".
 8. ACI 318, "Building Code Requirements for Reinforced Concrete".
 9. ACI 347, "Recommended Practice for Concrete Formwork".
 10. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
 11. American Welding Society, AWS D1.4 "Structural Welding Code - Reinforcing Steel".
- B. Concrete Testing Service: Engage a testing agency acceptable to Architect to perform material evaluation tests and to design concrete mixes.
- C. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings" and the following:
1. At least 35 days prior to submitting design mixes, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish preliminary work progress schedule and procedures for materials inspection, testing, and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including, but not limited to, the following:
 - a. Contractor's superintendent.
 - b. Agency responsible for concrete design mixes.
 - c. Agency responsible for field quality control.
 - d. Ready-mix concrete producer.
 - e. Concrete subcontractor.
 - f. Primary admixture manufacturers.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
 - 1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form," Class I.
 - 2. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or another acceptable material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form Liner: Pattern 16020 Rough Sawn Plank, Rough Grain Plank, horizontal orientation by Fitzgerald Formliners, or equal – Concrete walls at monumental stair. Coordinate location with architectural drawings.
- D. Form Release Agent: Provide commercial formulation form release agent with a maximum of 350 g/L volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- E. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no metal closer than 1-1/2 inches to the plane of the exposed concrete surface.
- F. Provide ties that, when removed, will leave holes not larger than 1 inch in diameter in the concrete surface.

2.2 REINFORCING MATERIALS:

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- C. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.
 - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or stainless steel (CRSI, Class 2).

- D. Threaded Dowels: Continuous threaded high-strength steel bars equal to "Lasstud" by Richmond Screw Anchor Co., Inc. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the drawings.
- E. Do Not Weld Reinforcing Steel: Unless specifically noted on drawings. If welding is shown, conform to latest revision of AWS D12.1, "Reinforcing Steel Welding Code of the American Welding Society". Perform all welding with certified welders qualified per AWS.

2.3 CONCRETE MATERIALS:

- A. Portland Cement: ASTM C 150, Type I/IL.
 - 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Fly Ash: ASTM C 618, Type F or C.
 - 1. Limit use of fly ash to not exceed 20 percent of cement content by weight.
- C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.
 - 1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
 - 2. Local aggregates not complying with ASTM C 33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Architect.
- D. Water: Potable.
- E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Air-Tite, Cormix Construction Chemicals.
 - b. Air-Mix or Perma-Air, Euclid Chemical Co.
 - c. Darex AEA or Daravair, W.R. Grace & Co.
 - d. MB-VR or Micro-Air, Master Builders, Inc.
 - e. Sealtight AEA, W.R. Meadows, Inc.
 - f. Sika AER, Sika Corp.
- G. Water-Reducing Admixture: ASTM C 494, Type A.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. PSI N, Cormix Construction Chemicals.
 - b. Eucon WR-75, Euclid Chemical Co.
 - c. WRDA, W.R. Grace & Co.
 - d. Pozzoloth Normal or Polyheed, Master Builders, Inc.
 - e. Plastocrete 161, Sika Corp.

- H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon 37, Euclid Chemical Co.
 - b. WRDA 19 or Daracem, W.R. Grace & Co.
 - c. Rheobuild or Polyheed, Master Builders, Inc.
 - d. Sikament 300, Sika Corp.
- I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Accelguard 80, Euclid Chemical Co.
 - b. Daraset, W.R. Grace & Co.
 - c. Pozzutec 20, Master Builders, Inc.
- J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon Retarder 75, Euclid Chemical Co.
 - b. Daratard-17, W.R. Grace & Co.
 - c. Pozzolith R, Master Builders, Inc.
 - d. Protard, Prokrete Industries.
 - e. Plastiment, Sika Corporation.

2.4 RELATED MATERIALS:

- A. Liquid Membrane-Forming Curing Compound: Liquid-type membrane-forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg/sq. meter when applied at 200 sq. ft./gal.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Spartan-Cote, The Burke Co.
 - b. Day-Chem Cure and Seal, Dayton Superior Corp.
 - c. Eucocure, Euclid Chemical Co.
 - d. Horn Clear Seal, A.C. Horn, Inc.
 - e. L&M Cure R, L&M Construction Chemicals, Inc.
 - f. Masterkure, Master Builders, Inc.
 - g. CS-309, W.R. Meadows, Inc.
 - h. Kure-N-Seal, Sonneborn-Chemrex.
- B. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type I, Class B.
1. Provide material that has a maximum volatile organic compound (VOC) rating of 350 g/L.
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Sealco - VOC, Cormix Construction Chemicals.
 - b. Safe Cure and Seal, Dayton Superior Corp.
 - c. Aqua-Cure, Euclid Chemical Co.
 - d. Dress & Seal WB, L&M Construction Chemicals, Inc.

- e. Masterkure 100W, Master Builders, Inc.
- f. Vocomp-20, W.R. Meadows, Inc.
- C. V.O.C. Compliant Acrylic Curing and Sealing Type (30 Percent): Liquid type membrane-forming curing compound complying with ASTM C 309, Type 1, Class A and B. Provide 30 percent solids minimum, for surfaces indicated to be sealed.
- D. Safe Cure and Seal: 30 percent (J-19), Dayton Superior Inc.
- E. Evaporation Control:
 - 1. Monomolecular film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Eucobar, Euclid Chemical Co.
 - 2. E-Con, L&M Construction Chemicals, Inc.
 - 3. Confilm, Master Builders, Inc.
- F. V.O.C. Compliant Evaporation Control: Sure Film (J-74), Dayton Superior Inc.
- G. Underlayment Compound: Free-flowing, self-leveling, pumpable, cement-based compound for applications from 1 inch thick to feathered edges.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. K-15, Ardex, Inc.
 - b. LevelLayer II, Dayton Superior Corp.
 - c. Flo-Top, Euclid Chemical Co.
 - d. Gyp-Crete, Gyp-Crete Corp.
 - e. Levelex, L&M Construction Chemicals, Inc.
 - f. Underlayment 110, Master Builders, Inc.
 - g. Thoro Underlayment Self-Leveling, Thoro System Products.
- H. Bonding Agent: Polyvinyl acetate or acrylic base.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Polyvinyl Acetate (Interior Only):
 - 1. Superior Concrete Bonder, Dayton Superior Corp.
 - 2. Euco Weld, Euclid Chemical Co.
 - 3. Weld-Crete, Larsen Products Corp.
 - 4. Everweld, L&M Construction Chemicals, Inc.
 - 5. Ready Bond, Symons Corp.
 - b. Acrylic or Styrene Butadiene:
 - 1. Acrylic Bondcrete, The Burke Co.
 - 2. Day-Chem Ad Bond, Dayton Superior Corp.
 - 3. SBR Latex, Euclid Chemical Co.
 - 4. Daraweld C, W.R. Grace & Co.
 - 5. Hornweld, A.C. Horn, Inc.
 - 6. Everbond, L&M Construction Chemicals, Inc.
 - 7. Acryl-Set, Master Builders Inc.

8. Intralok, W.R. Meadows, Inc.
9. Sonocrete, Sonneborn-Chemrex.

I. V.O.C. Compliant Urethane Sealer:

1. Day Chem Urethane V.O.C. (J-39); Dayton Superior Inc.

2.5 PROPORTIONING AND DESIGNING MIXES:

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial mixtures or field experience methods as specified in ACI 318-89 Section 5.3. If trial mixtures method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing, unless otherwise acceptable to Architect.
- B. Trial mix designs and strength tests, made by qualified independent material laboratory, in accordance with ACI 318-89 Section 5.3 are required for the following types of concrete:
 1. Normal weight concrete with specified strength in excess of 4000 psi.
 2. All concrete designs for which a suitable experience record is not available.
- C. Mix design based on a record of past performance in accordance with ACI 318-89 Section 5.3, may be provided by qualified concrete supplier or precast concrete manufacturer for concrete designs. Mix design shall be certified by an independent testing laboratory.
- D. All concrete mix designs shall include the following information:
 1. Proportions of cement, fine and coarse aggregate and water.
 2. Water/cement ratio, design strength, slump and air content.
 3. Type of cement and aggregates.
 4. Type and dosage of all admixtures.
 5. Type, color and dosage of integral coloring compounds, where applicable.
 6. Special requirements for pumping.
 7. Any special characteristics of the mix which require precautions in the mixing, placing or finishing techniques to achieve the finished product specified.
- E. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been reviewed by Architect.
- F. Concrete for exposed slab on grade and slab on deck shall be a mix with 50% slag and 50% gray cement. Samples shall be submitted to Architect for review with concrete mix design submittal.
- G. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
 1. Subjected to freezing and thawing: W/C 0.45.
 2. Subjected to deicers/watertight: W/C 0.40.
 3. Subjected to brackish water, salt spray, or deicers: W/C 0.40.

- H. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
1. Ramps and sloping surfaces: Not more than 3 inches.
 2. Reinforced foundation systems: Not less than 1 inch and not more than 3 inches.
 3. Concrete containing high-range water-reducing admixture (superplasticizer): Not more than 8 inches after adding admixture to site-verified 2-to-3-inch slump concrete.
 4. Other concrete: Not less than 3 inches and not more than 5 inches.

2.6 ADMIXTURES:

- A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
- B. Use accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg.F (10 deg.C).
- C. Use high-range water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water-cement ratios below 0.50.
- D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:
1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
 - a. 4.5 percent (moderate exposure); 5.5 percent (severe exposure) for 1-1/2-inch maximum aggregate.
 - b. 4.5 percent (moderate exposure); 6.0 percent (severe exposure) for 1-inch maximum aggregate.
 - c. 5.0 percent (moderate exposure); 6.0 percent (severe exposure) for 3/4-inch maximum aggregate.
 - d. 5.5 percent (moderate exposure); 7.0 percent (severe exposure) for 1/2-inch maximum aggregate.
 2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.
- E. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.
1. When air temperature is between 85 deg.F (30 deg.C) and 90 deg.F (32 deg.C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg.F (32 deg.C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.2 PLACING REINFORCEMENT:

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.
 - 1. Avoiding cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.
- D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.3 JOINTS:

- A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Architect.
- B. Provide keyways at least 1-1/2 inches deep in construction joints in walls and slabs and between walls and footings. Bulkheads designed and accepted for this purpose may be used for slabs.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as indicated otherwise. Do not continue reinforcement through sides of strip placements.

3.4 INSTALLING EMBEDDED ITEMS:

- A. General: Set and build into formwork anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached.

- B. Install reglets to receive top edge of foundation sheet waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, relieving angles, and other conditions.
- C. Install dovetail anchor slots in concrete structures as indicated on drawings.
- D. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting-type screeds.

3.5 PREPARING FORM SURFACES:

- A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- B. Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to manufacturer's instructions.
 - 1. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.6 CONCRETE PLACEMENT:

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete complying with ACI 309.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix to segregate.

- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
 - 1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
 - 2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 - 3. Maintain reinforcing in proper position on chairs during concrete placement.
- F. Cold-Weather Placement: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- G. When air temperature has fallen to or is expected to fall below 40 deg.F (4 deg.C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg.F (10 deg.C) and not more than 80 deg.F (27 deg.C) at point of placement.
 - 1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- H. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305 and as specified.
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg.F (32 deg.C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
 - 3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
 - 4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Architect.

3.7 FINISHING FORMED SURFACES:

- A. Rough-Formed Finish: Provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.
- B. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or another similar system. This is an as-cast concrete surface obtained with selected

form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

- C. Smooth-Rubbed Finish: Provide smooth-rubbed finish on scheduled concrete surfaces that have received smooth-formed finish treatment not later than 1 day after form removal.
 - 1. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 MISCELLANEOUS CONCRETE ITEMS:

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.9 CONCRETE CURING AND PROTECTION:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. No curing agents or sealers are to be applied to the concrete slab where Resilient Athletic Flooring is scheduled.
- C. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- D. Curing Methods: Cure concrete by curing compound, by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.

1. Provide moisture curing by the following methods:
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Use continuous water-fog spray.
 - c. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.
 2. Provide moisture-retaining cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Apply curing compound on exposed interior slabs and on exterior slabs, walks, and curbs as follows:
 - a. Apply curing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - b. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.
- E. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- F. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.
1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.10 CONCRETE SURFACE REPAIRS:

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Architect.
- B. Mix dry-pack mortar, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.
 1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.
 2. For surfaces exposed to view, blend white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Provide test

areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

- C. Repairing Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes and fill with dry-pack mortar or precast cement cone plugs secured in place with bonding agent.
 - 1. Repair concealed formed surfaces, where possible, containing defects that affect the concrete's durability. If defects cannot be repaired, remove and replace the concrete.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.
 - 1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
 - 2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
 - 3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Architect.
 - 4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
- E. Perform structural repairs with prior approval of Architect for method and procedure, using specified epoxy adhesive and mortar.
- F. Repair methods not specified above may be used, subject to acceptance of Architect.

3.11 QUALITY CONTROL TESTING DURING CONSTRUCTION:

- A. General: The Owner will employ a testing agency to perform tests and to submit test reports.
- B. Sampling and testing for quality control during concrete placement may include the following, as directed by Architect.
 - 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with

ASTM C 94.

- a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
- b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
- c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg.F (4 deg.C) and below, when 80 deg.F (27 deg.C) and above, and one test for each set of compressive-strength specimens.
- d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

C. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day, or for each 5000 sq ft of surface are placed; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

1. Any additional cylinder required by the Contractor for early strength gain tests for form stripping or post-tensioning are Contractor's responsibility and shall be paid for by Contractor.
2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
3. When total quantity of a given class of concrete is less than 50 cu. yd., Architect may waive strength testing if adequate evidence of satisfactory strength is provided.
4. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
5. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
6. Test results will be reported in writing to Architect, Structural Engineer, ready-mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
8. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF CONCRETE

SECTION 05 1200

STRUCTURAL STEEL

PART 1 – GENERAL

1.1 SUMMARY:

- A. Section Includes:
 - 1. Structural steel work including schedules, notes and details showing size and location of members, typical connections, and type of steel required.
 - 2. Structural steel is that work defined in American Institute of Steel Construction (AISC) “Code of Standard Practice” and as otherwise shown on drawings.
 - 3. Related work specified elsewhere:
 - a. Miscellaneous Metal Fabrications are specified elsewhere in Division 5
 - b. Refer to Division 3 for anchor bolt installation in concrete, Division 4 for anchor bolt installation in masonry.
- B. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 05500, “Metal Fabrications”: Loose steel bearing plates and miscellaneous steel framing.

1.2 SUBMITTALS:

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
 - 1. Submit all shop with a digital copy and one hard copy. The digital drawings will be returned.
- B. Product Data or manufacturer’s specifications and installation instructions for following products. Include laboratory test reports and other data to show compliance with specifications (including specified standards). This data is submitted for information only.
 - 1. Structural steel (each type), including certified copies of mill reports covering chemical and physical properties.
 - 2. High-strength bolts (each type), including nuts and washers.
 - a. Include Direct Tension Indicators if used.
 - 3. Shrinkage-resistant grout.
 - 4. Welder’s certificates
 - 5. Submit evidence of fabricator and erector qualifications.
- C. Shop Drawings including complete details and schedules for fabrication and assembly of structural steel members, procedures and diagrams.
 - 1. Include details of cuts, connections, camber, holes, and other pertinent data.

2. Welds: Indicate welds by standard AWS A2.1 and A2.4 symbols. Distinguishing between shop and field welds, and show size, length, and type of each weld.
 3. Bolts: Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
 4. Setting Drawings: Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorage's to be installed by others.
 5. Erection Drawings: Prepare and furnish to the Architect for review, erection drawings, detailed shop drawings and connection design calculations for all structural steel. Manufacturing of any material or performing of any work before final review of shop drawings will be entirely at risk.
 6. Contract documents shall not be used for shop drawing, including erection plans or details.
 7. All shop drawings which are resubmitted for any reason shall have all revised items clouded or identified for each submittal.
 8. Fabrication, assembly and erection shall conform to reviewed shop drawings.
- D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Mill test reports signed by manufacturers certifying that their products, including the following, comply with requirements.
1. Structural steel, including chemical and physical properties.
 2. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
 3. Nonshrink grout.

1.3 QUALITY ASSURANCE:

- A. Erector Qualifications: Engage an experienced Erector who has completed structural steel work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the Work.
- C. Codes and Standards: Comply with provisions of following, except as otherwise indicated:
1. American Iron and Steel Institute (AISI), Latest Edition.
 2. AISC's "Specification for Structural Steel Buildings—Allowable Stress Design and Plastic Design."
 3. AISC's "Load and Resistance Factor Design (LFRD) Specification for Structural Steel Buildings."
 4. AISC "Specifications for Structural Steel Buildings, Section 10, Architecturally Exposed Structural Steel."
 5. AISC's "Specification for Allowable Stress Design of Single-Angle Members."
 6. AISC's "Specification for Load and Resistance Factor Design of Single-Angle Members."

7. American Institute of Steel Construction (AISC) "Code of Standard Practice for Steel Buildings and Bridges", dated June 10, 1992
 - a. General: AISC "Code of Standard Practice" shall apply except to the extent that references are made to the responsibility of the Owner and/or Architect or Engineer in which event those references shall have no applicability. Where a conflict exists between the Code of Standard Practice and the Contract Documents, the Contract Documents shall govern.
 - b. Paragraph 3.1: Add the following: "3.1.8 Include in the bid price for the work structural steel members shown on drawings, but not identified as to size, section, and material grade by assuming sizes, sections, and material grades shown for similarly loaded members having approximately the same overall length except on areas that are noted on the drawings as incomplete. Identify such members and their associated cost in the bid for the work".
 - c. Paragraph 3.3: Delete the first sentence, "In case of discrepancies between plans and specifications for buildings, the specifications govern", and insert the following in its place, "In case of discrepancies between drawings and specifications for buildings, the drawings govern".
 - d. Paragraph 3.4: In the first sentence, delete the phrase "and made to a scale not less than 1.8" to the foot".
 - e. Paragraph 5.1: Delete the first sentence, "When the fabricator receives 'released for construction' plans and specifications, the fabricator may immediately place orders for the material necessary for fabrication". and insert the following in its place "when the fabricator receives 'issued for structural steel mill order of wide flange beams, girders and columns only' plans and specifications, the fabricator may immediately place orders for the material necessary for fabrication". Delete the second sentence, "The contract documents must note any materials or areas which should not be ordered due to a design which is incomplete or subject to revision".
 8. ASTM A 6 (ASTM A 6M) "Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use."
 9. Research Council on Structural Connections' (RCSC) "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 10. Research Council on Structural Connections' (RCSC) "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code—Stainless Steel."
- E. Present evidence that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification in the past year.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver structural steel to Project site in such quantities and at such times to ensure continuity of installation.
- B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.
 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.

2. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.5 SEQUENCING:

- A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

1.6 TESTING SERVICES:

- A. Provide the Testing Laboratory with the following:
 1. A complete set of shop and erection drawings reviewed by the Architect.
 2. Mill test reports, cutting lists, order sheets, material bills and welder's certificates.
 3. Full and ample means and assistance for testing all material.
 4. Proper facilities, including scaffolding, temporary work platforms, hoisting facilities, etc., for inspection of the work in the mills, shop and field.
- B. Propose procedures, acceptable to the Architect, to correct deficiencies in structural steel work which inspections and laboratory test reports have indicated to be not in compliance with requirements.
- C. Provide additional tests, by the Quality Control Testing Laboratory, as may be necessary, to reconfirm any noncompliance of the original work, and as may be necessary to show compliance off corrected work.
- D. All shop welds shall be tested by independent testing agency.

PART 2 – PRODUCTS

2.1 STEEL MATERIALS:

- A. Metal Surfaces, General: For fabrication of work that will be exposed to view, use only materials that are smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names, and roughness. Remove such blemishes by grinding, or by welding and grinding, prior to cleaning, treating, and applying surface finishes.
- B. Structural Steel Shapes, Plates, and Bars: As follows:
 1. Stainless steel: AISI Type 316.
 2. Finish to match architectural metal panels.
- C. Connection Material: Unless noted otherwise on the drawings, stiffener plates, doubler plates, gusset plates and the connecting plates shall be the same grade of steel as members being connected.
 1. Stainless steel: AISI Type 316.
 2. Finish to match architectural metal panels.
- D. Anchor Rods, Bolts, Nuts, and Washers: As follows:

1. Headed Bolts: AISI Type 304.
2. Plate Washers: AISI Type 316.

E. Welding Electrodes: Comply with AWS requirements for stainless steel.

2.2 GROUT:

A. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, of consistency suitable for application, and a 30-minute working time. Subject to compliance with requirements, provide one of the following:

1. High Performance (Non-Metallic):
 - a. "Masterflow 928"; Master Builders.
 - b. "Crystex"; L & M Const. Chemical Co.
2. Construction Grade (Non-Metallic):
 - a. "Set Grout"; Master Builders.
 - b. "Euco-NS Grout"; Euclid Chemical Co.
 - c. "Duragrout"; L & M Const. Chemical Co.
 - d. "Horn Non-Corrosive Non-Shrink Grout"; A.C. Horn, Inc.
 - e. "588 Grout"; W.R. Meadows, Inc.
 - f. "Five Star Grout"; Five Star Products, Inc.

2.3 FABRICATION:

A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate structural steel according to AISC specifications referenced in this Section and in Shop Drawings.

1. Mark and match-mark materials for field assembly.
2. Fabricate for delivery a sequence that will expedite erection and minimize field handling of structural steel.
3. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded.

C. Finishing: Accurately mill ends of columns and other members transmitting loads in bearing.

D. Holes: Provide holes required for securing other work to structural steel framing and for passage of other work through steel framing members, as shown on Shop Drawings.

1. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning. Drill holes in bearing plates.
2. Weld threaded nuts to framing and other specialty items as indicated to receive other work.

- E. Assemble and weld built-up sections by methods which will produce true alignment of axes without warp.

2.4 SHOP CONNECTIONS:

- A. Simple Beam Connections: Standard double angle framed beam connections using bolts as specified.
- B. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.

2.5 SOURCE QUALITY CONTROL:

- A. Independent Testing and Inspecting Laboratory: Owner will engage an Independent Testing and Inspecting Laboratory to perform shop inspections and tests and to prepare test reports.
 - 1. Testing laboratory will conduct and interpret tests and state in each report whether test specimens comply with or deviate from requirements.
 - 2. Provide testing laboratory with access to places where structural steel work is being fabricated or produced so required inspection and testing can be accomplished.
- B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
- C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- D. In addition to visual inspection, shop-welded connections will be inspected and tested according to AWS D1.1 and the inspection procedures listed below, at testing laboratory's option.
 - 1. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - 2. Ultrasonic Inspection: ASTM E 164.

PART 3 –EXECUTION:

3.1 INSPECTION:

- A. Before erection proceeds, and with the steel erector present, verify elevations of concrete [and masonry bearing surfaces] and locations of anchorage's for compliance with requirements.
- B. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in

intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.
- B. Temporary Planking: Provide temporary planking and working platforms as necessary to effectively complete work.

3.3 ERECTION:

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC specifications referenced in this Section.
- B. Base and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
 3. Pack grout solidly between bearing surfaces and plates so no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
 - a. Comply with manufacturer's instructions for proprietary grout materials.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
1. Level and plumb individual members of structure.
 2. Establish required leveling and plumbing measurements on mean operating temperature of structure. Make allowances for difference between temperature at time of erection and mean temperature at which structure will be when completed and in service.
- E. Splice members only where indicated.
- F. Remove erection bolts on welded, architecturally exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.
- G. Do not use thermal cutting during erection.
- H. Do not enlarge unfair holes in members by burning or by using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS:

- A. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Comply with AISC specifications referenced in this Section for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds ½ inch (13 mm) and larger. Grind flush butt welds. Dress exposed welds.

3.5 FIELD QUALITY CONTROL:

- A. Testing Laboratory Responsibility: The Owner's Testing Laboratory will perform field special inspections and tests on and to prepare test reports as follows:
 - 1. Testing Laboratory shall also approve welding certificates. Contractor shall submit three (3) copies of welding certificates and procedures for each welder involved in the Work.
 - 2. Testing Laboratory shall conduct and interpret tests, certificates and procedures and state in each report whether tested Work complies with or deviates from requirements.
- B. Quantity of Required Inspections and Tests: Testing Laboratory shall perform inspections or tests in accordance with AISC specification:
 - 1. Shop Welded Connections: Special Inspection requirements per IBC. Refer to Special Inspection Schedule in Construction Documents.
 - 2. Field-Bolted Connections: Special Inspection requirements per IBC. Refer to Special Inspection Schedule in Construction Documents.
 - 3. Field Welding: Special Inspection requirements per IBC. Refer to Special Inspection Schedule in Construction Documents.
 - 4. Other Inspections as required by AISC and indicated on Special Inspection Schedule in Construction Documents.
- C. Provide access for Testing Laboratory to places where structural steel work is being fabricated or produced so that required inspection and testing can be accomplished.
- D. Deficiencies: Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
- E. Field Inspections and Tests: check steel as received in the field for possible shipping damage workmanship, piece making and verification of required camber.
- F. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

END OF STRUCTURAL STEEL

**SECTION 05 5000
METAL FABRICATIONS**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Shop fabricated steel items.

1.2 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 03 3110 - Concrete: Placement of metal fabrications in concrete.

1.3 REFERENCE STANDARDS

- A. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2025
- B. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes; 2025
- C. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010.
- D. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength (Metric); 2013.
- E. ASTM A480/A480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2025.
- F. ASTM A484/A484M - Standard Specification for General Requirements for Stainless Steel Bars, Billets, Shapes, and Forgings; 2024.
- G. ASTM A554 - Standard Specification for Welded Stainless Steel Mechanical Tubing; 2021.
- H. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society; 2012.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2010 w/Errata.
- J. SSPC-SP 2 - Hand Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).

1.4 DESCRIPTION OF WORK

- A. Work described in this section includes metal fabrications, which include items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere. Types of work in this section includes metal fabrications for:
 - 1. Miscellaneous framing and supports.
 - 2. Guard posts (bollards), with concrete fill and matching metal domed cap welded on post.
 - 3. Anchor plates, channels and/or angles with anchor bolts; stainless steel.

1.5 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

- C. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- D. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.
- E. Samples: Submit representative samples of materials and finished products as may be requested by Architect.

1.6 QUALITY ASSURANCE

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

1.7 PROJECT CONDITIONS

- A. Field Measurements: Where fabrications are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabrication without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions. Allow for trimming and fitting acceptable to fabricator's professional engineer, and in a manner that will not affect structural performance, deflection, safety, etc.

1.8 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications and supports. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation, without delaying the work of this section or the Work of the project.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

2.2 MATERIALS - STAINLESS STEEL

- A. Steel Sections: ASTM A276/A276M.
- B. Steel Tubing: ASTM A544/A544M.
- C. Plates: ASTM A240/A240M.
- D. Fasteners: 316L Stainless Steel
- E. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.

2.3 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.

- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings (if any): Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.4 FABRICATED ITEMS

- A. Bollards: Steel pipe, concrete filled, crowned metal cap, as detailed; galvanized finish.
 - 1. Manufacturer:
 - a. Reliance Foundry Co. Ltd.: <https://www.reliance-foundry.com> [Basis of Design]
 - 2. Other Manufacturers:
 - a. Substitutions: See Section 01 6000 - Product Requirements.
 - 3. Product Requirements:
 - a. ASTM F 2656 Crash-Rated against vehicle intrusion; Capable of stopping a 2,430 lbs vehicle at a minimum of 40 MPH and a maximum of 3.3 ft of penetration
 - b. Height above grade: Min. of 36"
 - c. Depth below grade: Min. of 30"
 - d. Body diameter: Min. of 6"
 - e. Concrete fill, foundation, and reinforcing to be provided by contractor per manufacturer recommendations
 - f. Finish: Galvanized
 - 4. Product Accessories:
 - a. Plastic Bollard Covers to be provided per bollard
 - b. Covers to be mechanically fastened to bollard
 - c. Cover finish and style as selected by Architect from manufacturer's full range of options
- B. Custom Metal Panels: Stainless Steel Plates, as detailed by fabricator
 - 1. Manufacturer:
 - a. Construction Services, Inc: <https://www.csialabama.com/> [Basis of Design]
 - 2. Other Manufacturers:
 - a. Substitutions: See Section 01 6000 - Product Requirements.
 - 3. Product Requirements:
 - a. Stainless Steel Grade 316
 - b. Thickness: 1/4"
 - c. Finish: No. 06
 - d. All Fasteners to match material and finish
- C. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required to complete work.
- D. Fabricate miscellaneous units to sizes, shapes and profiles shown or, if not shown, of required dimensions to receive adjacent other work to be retained by framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars, of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.

- E. Equip units with integrally welded anchors for casting into concrete. Furnish inserts if units must be installed after concrete is placed. Except as otherwise shown, space anchors 24-inches o.c. and provide minimum anchor units of 1-1/4-inches wide x 1/4-inch x 8-inch long steel straps.
- F. Galvanize exterior miscellaneous frames and supports
- G. Fabricate items of sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood structural connections; elsewhere, furnish steel washers.

2.5 FINISHES - STEEL

- A. Prime paint steel items.
- B. Exceptions: Galvanize items to be embedded in concrete or masonry and items specified for exterior finish.
- C. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- D. Prepare surfaces to be primed in accordance with SSPC-SP2.
- E. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- F. Surface Preparation:
 - 1. Prepare ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specification and environmental exposure conditions of installed metal fabrications:
 - 2. SSPC-SP6 "Commercial Blast Cleaning."
 - 3. Interiors (SSPC Zone 1A): SSPC-SP3 "Power Tool Cleaning."
- G. Prime Painting: One coat.
- H. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements.
- I. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.
- J. Bollards: Paint after installation.
- K. ASTM A 386 for galvanizing assembled steel products.

2.6 FABRICATION GENERAL

- A. Workmanship:
 - 1. Use materials of size and thickness shown or, if not shown, of required size and thickness to produce strength and durability in finished product. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.
 - 2. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32-inch unless otherwise shown. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
 - 3. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

4. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown, or if not shown, Phillips flat-head (countersunk) screws or bolts.
5. Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.
6. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
7. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.

2.7 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.2 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.
- C. Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- D. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete insets, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.3 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Install manufactured items in accordance with manufacturer's directions.
- C. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- D. Field weld components as indicated on drawings.
- E. Perform field welding in accordance with AWS D1.1/D1.1M.
- F. Obtain approval prior to site cutting or making adjustments not scheduled.
- G. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

3.4 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

**SECTION 10 7500
FLAGPOLES**

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

Section 03 3000 - Cast-in-Place Concrete: Concrete base and foundation construction.

Section 13 4613 - Lightning protection for Structures

1.2 REFERENCE STANDARDS

- A. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- B. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- C. ASTM B241/B241M - Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube; 2022.
- D. NAAMM FP 1001 - Guide Specifications for Design Loads of Metal Flagpoles; 2007.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pole, accessories, and configurations.
- C. Shop Drawings: Indicate detailed dimensions, base details, anchor requirements, and imposed loads.
- D. Maintenance Data: Provide lubrication and periodic maintenance requirement schedules.

1.4 QUALITY ASSURANCE

- A. Flagpole design and installation to be coordinated with Professional Lightning Protection Engineer - See Section 13 4613.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Spiral wrap flagpole with protective covering and pack in protective shipping tubes or containers.
- B. Protect flagpole and accessories from damage or moisture.
- C. Ship to project site in one piece or as specified. If more than one piece is necessary, provide snug fitting precision joints with self-aligning, internal splicing sleeve arrangements for weather tight hairline field joints.

1.6 WARRANTY

- A. Flagpole Shaft to be warranted against defects in materials and workmanship for a period of ONE (1) year from the date of shipment.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Flagpoles:
 - 1. Concord American Flagpole; External - Continental:
www.concordamericanflagpole.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.2 FLAGPOLES

- A. Flagpoles: Designed in accordance with NAAMM FP 1001
 - 1. Material: Aluminum.
 - a. Complies with ASTM B221 and ASTM B241
 - b. Alloy: 6063-T6, heat treat after fabrication - temper T6
 - c. Tensile Strength: Minimum of 30,000 psi
 - 2. Design: Cone tapered.
 - 3. Mounting: Ground mounted type.
 - 4. Top Diameter: 3.5 in.
 - 5. Bottom Diameter: 8 in.
 - 6. Wall Thickness: 0.188 in.
 - 7. Nominal Height: 45 ft; measured from nominal ground elevation.
 - 8. Halyard: External type, cleat.
- B. Performance Requirements:
 - 1. Wind Pressure Loading on Flagpole with Flag: Resistant without permanent deformation to 102 miles/hr wind speed, in accordance with NAAMM FP 1001; the factor of safety used is 2.5.

2.3 ACCESSORIES

- A. Finial: Ball, Aluminum, to be coordinated with Lightning Protection Engineer
- B. Truck Assembly: Cast aluminum; revolving, stainless steel ball bearings, non-fouling.
- C. Flag: custom design to be determined by Owner, 8 ft by 12 ft size, nylon fabric, brass grommets, hemmed edges.
- D. Cleats: 9 inch size, aluminum with galvanized steel fastenings, one per halyard.
- E. Halyard: 5/16 inch diameter nylon, braided, white.
- F. Lightning Protection: Provide lighting rod finials, grounding, and bonding as recommended by Lightning Protection Engineer.

2.4 FINISHING

- A. Metal Surfaces in Contact With Concrete: Asphaltic paint.
- B. Aluminum: Anodized - Clear (ACL), Class 1 Finish complying with AA M32-C22-A41.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that concrete foundation is ready to receive work and dimensions are as indicated on shop drawings.

3.2 PREPARATION

- A. Excavation: For foundations, excavate to neat clean lines in undisturbed soil. Remove loose soil and foreign matter from excavation and moisten earth before placing concrete.
- B. Foundation: Provide forms where required due to unstable soil conditions and for perimeter of flagpole base at grade. Secure forms and galvanized steel ground sleeve foundation tube in position, braced to prevent displacement during concrete pouring. Provide positive slope for water runoff to base perimeter. See Section 03 3000 - Cast-in-Place Concrete for concrete requirements

-
- C. Coat metal sleeve surfaces below grade and surfaces in contact with dissimilar materials with asphaltic paint.

3.3 INSTALLATION

- A. Install flagpole, base assembly, and fittings in accordance with manufacturer's instructions.
- B. Foundation Tube Installation: Install flagpole in foundation tube, seated on bottom plate between steel and centering wedges. Plumb flagpole and install wedges to secure flagpole in place. Place and compact sand in foundation tube to within 2" of the top tube. Remove wedges and seal top of foundation tube with a 2-inch (50 mm) layer of elastomeric sealant and cover with flashing collar.

3.4 TOLERANCES

- A. Maximum Variation From Plumb: 1 inch.

3.5 SCHEDULES

- A. Three (3) Poles: 45 feet with custom 8'x 12' flags to be determined by Owner.

END OF SECTION

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**SECTION 13 4613
LIGHTNING PROTECTION FOR STRUCTURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Strike (air) terminals and interconnecting conductors.
- B. Grounding and bonding for lightning protection.

1.2 RELATED REQUIREMENTS

Section 10 7500 - Flag Poles

1.3 REFERENCE STANDARDS

- A. NFPA 780 - Standard for the Installation of Lightning Protection Systems; 2023.
- B. UL 96 - Lightning Protection Components; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination with Concrete Work: Coordinate embedding of lightning protection components in concrete.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate location and layout of air terminals, grounding electrodes, and bonding connections to structure and other metal objects. Include terminal, electrode, and conductor sizes, and connection and termination details.
 - 1. If concrete-encased grounds are to be used and are not shown in Contract Documents, provide sufficient data to determine concrete encasement dimensions and location.
 - 2. Include data on actual ground resistance determined by field measurement in accordance with NFPA 780.
 - 3. Include engineering analysis of equalization of potential to metal bodies within structure.
- C. Product Data: Provide dimensions and materials of each component, indication of testing agency listing, and installation instructions.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Installation Certification: Submit copy of certification agency's approval.
- F. Operation and Maintenance Data: Provide recommended inspection and testing plan, including recommended intervals, to achieve periodic maintenance as recommended in NFPA 780; provide customized plan reflecting actual installation configuration with specific installed components identified.

1.6 QUALITY ASSURANCE

- A. Maintain one copy of each referenced system design standard on site.
- B. Manufacturer Qualifications: Company specializing in lightning protection equipment with minimum three years documented experience.
- C. Designer Qualifications: Person or entity, employed by installer, who specializes in lightning protection system design with minimum three years documented experience.
- D. Installer Qualifications: Company specializing in lightning protection system design with minimum three years documented experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Lightning Protection Components:
 - 1. Labeled Lightning Protection; <https://labeledlightning.wixsite.com/labeled>.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.2 LIGHTNING PROTECTION SYSTEM

- A. Lightning Protection System: Provide complete system complying with NFPA 780, including air terminals, bonding, interconnecting conductors and grounding electrodes.
 - 1. Coordinate with other grounding and bonding systems specified.
 - 2. Base of structure and aircraft must be primary bonded underneath as recommended by manufacturer and/or lightning protection specialist
 - 3. Provide system certified by Underwriters Laboratories or Lightning Protection Institute.
- B. Strike Terminals: Provide strike (air) terminals on the following:
 - 1. Flagpoles.
 - a. 1/2" x 24" Copper Terminal at top of pole

2.3 COMPONENTS

- A. All Components: Complying with applicable requirements of UL 96.
- B. Materials: All Class I Copper

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field measurements are as indicated on shop drawings.

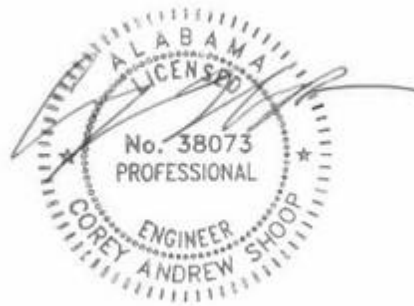
3.2 INSTALLATION

- A. Install in accordance with referenced system standards.

3.3 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Perform visual inspection as specified in NFPA 780 as if this were a periodic follow-up inspection.
- C. Perform continuity testing as specified in NFPA 780 as if this were testing for periodic maintenance.
- D. Obtain services of specified certification agency to provide inspection and certification of lightning protection system, including performance of other testing required by that agency.

END OF SECTION



06/18/2025

FOR SPECIFICATION SECTIONS:
02 4100, 31 1000, 31 2000, 31 2500, 32 1216, 32 1313, 32 1613

SECTION 31 1000

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes Sections:
 - .. Section 31 2000 - "Earthwork"

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Protection of existing trees and landscaping to remain, if any, and boundary and property line markers, bench marks, survey control points, and existing structures and improvements which are to remain.
 - 2. Environmental and erosion control measures, as indicated and as otherwise required by applicable codes, regulations, and authorities having jurisdiction.
 - 3. Removal of trees and other vegetation, as indicated, and within "controlled areas."
 - 4. Topsoil stripping, and stockpiling, as indicated, and within "controlled areas."
 - 5. Removing above-grade improvements as indicated, and as required to accommodate new construction.
 - 6. Removing below-grade improvements as indicated, and as required to accommodate new construction.

1.3 PROJECT CONDITIONS:

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from Owner and other authorities having jurisdiction, unless specifically indicated elsewhere in Contract Documents.
- B. Protection of Existing Improvements:
 - 1. Provide protection necessary to prevent damage to existing improvements indicated to remain in place. Clearing, demolition and any excavation within 5'-0" of existing buildings and structures to remain shall be performed by hand.
 - 2. Protect improvements on adjoining properties and on Owner's property.

3. Protect boundary and property line markers, bench marks, and survey control points.
 4. Restore damaged improvements and markers to their original condition, as acceptable to property owners.
- C. Protection of Existing Trees and Vegetation:
1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fencing, barricades, and/or other precautions as necessary to protect trees and vegetation to be left standing.
 2. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
 3. Provide protection for roots over 1-1/2-inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
 4. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Architect. Employ a licensed arborist to repair damages to trees and shrubs.
 5. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist.

PART 2 - PRODUCTS

- A. Not applicable to this Section.

PART 3 - EXECUTION

3.1 SITE CLEARING:

- A. General:
1. Remove trees, shrubs, grass and other vegetation, improvements, or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes digging out and off-site disposing of stumps and roots.
 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.
- B. Topsoil:

1. Topsoil is defined as friable clay loam surface soil found in a depth of not less than 6 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.
 - a. Sift, rake, and/or hand work as required in order to ensure acceptable top soil properties.
 2. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.
 - b. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 3. Stockpile topsoil in storage piles in areas indicated or directed. Stockpiles are not allowed in the flood plain. Construct storage piles to provide free drainage of surface water. Cover storage piles, as required, to prevent wind erosion or seed and mulch if left undisturbed for a period of time greater than 14 consecutive days.
 4. Legally dispose of unsuitable topsoil and debris off site.
 5. Fill depressions caused by site clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 8 inches loose depth, and thoroughly compact to a density equal to adjacent original ground, unless specific compaction is otherwise indicated in Section 31 2000 "Earth Moving", or, as directed in the geotechnical investigation.
- C. Removal of Improvements:
1. Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.
 2. Abandonment or removal of certain underground pipe or conduits may be indicated on mechanical or electrical drawings, and is included under work of related Division 15 and 16 sections. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.

3.2 DISPOSAL OF WASTE MATERIALS:

- A. Burning on Owner's Property: Burning will not be permitted on Owner's property.
- B. Removal from Owner's Property: Remove waste materials, trash and debris, and legally dispose of same off site.

END OF SITE CLEARING

SECTION 31 2000

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related work specified elsewhere includes:
 - .. Section 01 2200 - "Unit Prices"
 - .. Section 01 7800 - "Closeout Submittals"
 - .. Section 02 3213 - "Subsurface Investigation"
 - .. Section 31 1000 - "Site Clearing", "Report of Geotechnical Investigation"
 - .. Section 32 1313 - "Portland Cement Concrete Paving"
 - .. Division 22 - "Plumbing"
 - .. Division 23 - "Heating, Ventilating, and Air Conditioning"
 - .. Division 26 - "Electrical"

1.2 SUMMARY

- A. This Section includes unclassified excavation, grading and fill as follows:
 - 1. Preparing of subgrade for building slabs, walks, and pavements; and additional work indicated on the Drawings and in the Project Manual.
 - a. Comply with recommendations in the Owner's "Report of Geotechnical Exploration", or if not included, as required by the Bid and Contract documents. this Section, and other Division 31 Sections; Refer also to Civil and Structural Drawings for additional information and requirements.
 - b. Undercutting of control areas as indicated in the "Report of Geotechnical Investigation", or if not included, as required by the Bid and Contract documents.
 - c. Perform excavation by hand within 5'-0" of existing buildings and structures to remain. Design and provide all necessary supports, shoring, etc., as required to prevent settlement, collapse, and/or other damage to existing buildings and structures to remain.
 - 1) DO NOT EXCAVATE BELOW THE EFFECTIVE BEARING AREA OF FOUNDATIONS OF EXISTING BUILDINGS AND STRUCTURES. In the event of conflict during construction, notify Engineer prior to proceeding with work in the affected area.
 - d. Compaction of backfill at any basement and below grade walls shall only be by hand-directed compaction equipment. Heavy construction equipment and/or heavy trucks shall not be allowed within 10-feet of any basement walls,

and within 5-feet of foundation walls.

2. Drainage fill course (porous fill) for support of building slabs is included as part of this work; compacted in place.
 3. Excavating and backfilling of trenches within control areas and on site.
 4. Stripping and stockpiling of topsoil (if any) is specified in Section 31 1000 - Site Clearing.
 5. The extent of earthwork is indicated on the Drawings. This earthwork is to be included in the base bid as unclassified excavation, regardless of material encountered.
 6. Removal of existing improvements may also be specified under various Division 31 Sections.
- B. Excavating and Backfilling for Plumbing, HVAC, and Electrical Work: Refer to Divisions 22, 23, and 26 sections for excavation and backfill required in conjunction with underground mechanical and electrical utilities and buried mechanical and electrical appurtenances, not work of this Section.
1. However, construction materials and execution for Plumbing, HVAC, and Electrical work shall comply with requirements of this Section, and related Division 31 Sections, when the work and/or materials required are not indicated or only partially indicated in Divisions 22, 23, and 26.
- C. Placement and compaction of at least 4-inches of topsoil up to finish grades is included in the work of this Section.
1. Allow for thickness of topsoil and sod.

1.3 DEFINITIONS

- A. "Excavation" consists of removal of materials and existing improvements encountered to subgrade elevations indicated, and subsequent disposal of materials removed.
- B. "Unauthorized" excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner's Geotechnical Engineer. Unauthorized excavation, as well as remedial work directed by Owner's Geotechnical Engineer, shall be at Contractor's expense.
1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Owner's Geotechnical Engineer.
 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Owner's Geotechnical Engineer.

- C. “Additional Excavation”: When excavation has reached required subgrade elevations, notify Owner’s Geotechnical Engineer, who will make an inspection of conditions. If Owner’s Geotechnical Engineer determines that bearing materials at required subgrade elevations are unsuitable, continued excavation may be required. If additional excavation is required, replace excavated material as directed by Owner’s Geotechnical Engineer.
1. The Contract Sum will be adjusted by Change Order, or as provided in General Conditions, for additional excavation, measured in place (Bank Measure), and its replacement appropriately authorized in writing prior to beginning the work, and for which the Contractor is due payment from the Owner.
- D. “Subgrade”: The undisturbed earth or the compacted soil layer immediately below pavement base course, select drainage fill, bottom of indicated undercut areas, or topsoil materials.
- E. “Structure”: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.
- F. “Building Control Area” and/or “Controlled Area”: Below and at least 10-feet beyond building foot print or exterior walls, and below roofs, to include covered porches and canopies, and below and at least 5-feet beyond all walks and pavements subject to bearing vehicular traffic.
- G. “Mud Footings” (if any): The at least 2-inches to 4-inches of lean 2,500 psi (minimum) concrete placed in the bottom of footing and foundation trenches and excavations, which is required if permanent or structural concrete cannot be placed the same day they are excavated.
1. Unless mud footings are indicated on Structural Drawings, their depth shall be compensated for by over-excavation.
2. Mud footings (if any) shall be completely clean prior to placement of any reinforcing and/or permanent or structural concrete.
3. Refer to the Structural Drawings for additional information and requirements for other “mud footings” (or “mud mats”, or “mud seals”).
- H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
1. Excavation of Footings, Trenches, and Pits: Track-mounted hydraulic excavator; equipped with a 42-inch wide, short-tip-radius rock bucket with bucket-curling force of not less than 25,700 pounds useable pull.
2. Bulk Excavation: Crawler tractor equipped with a single tooth ripper; having a minimum draw bar pull rating of not less than 80,000 pounds usable pull.

1.4 SUBMITTALS

- A. Test Reports: Submit the following reports directly to Architect, Civil Engineer, Structural Engineer, and the Owner, directly from the testing service, with copy to Contractor:
 - 1. Test reports on fill and borrow material.
 - 2. Verification of suitability of each foundation, floor slab and subgrade condition and material, in accordance with specified requirements.
 - 3. Field reports; and in-place soil density tests.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work on site and in right-of-ways in compliance with applicable requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: All required soil testing and inspection services during earthwork operations shall be performed by a qualified independent geotechnical testing laboratory.
 - 1. Refer to Section 01 0150 - "Special Conditions", for additional information and requirements.

1.6 PROJECT CONDITIONS

- A. Site Information: Refer to Section 31 1000 - "Site Clearing", and Civil Drawings, for additional information and recommendations.
- B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations in the vicinity, and as may also be required for other construction work.
 - 1. Notify the Alabama Line Location Center at 1-800-292-8525 at least 2-full working days (48 hours), excluding weekends and holidays, prior to any excavation work. This organization will contact its member utility companies to locate and mark all of their own underground facilities.
 - a. Notify non-member companies directly, for them to perform this service.
 - 2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions and record locations on as-built record drawings. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 - 3. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after

acceptable temporary utility services have been provided.

- a. Provide minimum of 48-hour notice to Owner and copy Architect, and receive written notice to proceed before interrupting any utility.
4. Demolish and completely remove from the site any existing underground utilities to be removed, and all existing underground utilities in “controlled areas”. Coordinate with utility companies for shutoff of services if lines are active.
- C. Use of Explosives: **Use of explosives is *not* permitted.**
- D. Protection of Persons and Property:
 1. Barricade open excavations occurring as part of this work and post with warning lights.
 2. Operate warning lights as recommended by authorities having jurisdiction.
 3. Comply with requirements of current regulations of OSHA, applicable Codes, ordinances, and authorities having jurisdiction.
 4. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 5. Perform excavation by hand within 5'-0" of existing buildings and structures to remain, and within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap. Paint root cuts of 1-inch and larger with emulsified asphalt tree paint.
 - a. Do not under-mine or excavate below footings and/or foundations which are to remain.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS - DEFINITIONS

- A. Satisfactory soil materials are defined as clean, non-saturated, non-organic sections of earth taken from acceptable sources, and complying with ASTM D2487 soil classification groups included in recommendations of the Owner’s “Report of Geotechnical Exploration”, or if not included, as directed at the time of earthwork operations and/or acceptance resulting from acceptable test results obtained on soil materials proposed by the Contractor and tested by the project Geotechnical Engineer, as required by the Bid and Contract Documents.

Liquid Limit (LL)	Less than 50%
Plasticity Index (PI)	Less than 25%
Maximum Dry Density (ASTM D-698)	Greater than 95 pcf

Maximum Particle Size	3 inches or less
Organic Matter	Less than 5%

- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups other than those indicated above.
- C. Drainage Fill (or “porous fill” or “drainage aggregate”): Clean, washed, evenly graded mixture of free-draining pea gravel, coarse sand, or crushed stone, with not more than 50 percent passing a No. 50 sieve and not more than 5 percent passing a No. 200 sieve, and subject to approval by the project geotechnical engineer and testing laboratory; **Minimum 4-inches compacted completed thickness.**
- D. Backfill and Fill Materials (Grassed areas only; Cuts and fills outside “controlled areas”, during general grading): Satisfactory soil materials from on-site excavations, free of clay, rock or gravel larger than 2-inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious material.
1. All fill soils must be compatible with existing soils, so they can bond together.
- E. Topsoil: Refer to Section 31 1000 - “Site Clearing.”

PART 3 - EXECUTION

3.1 PROOFROLLING

- A. Areas throughout significant slopes and beneath and 10'-0" beyond new building and covered areas, and beneath and 5'-0" beyond new pavement areas (back-of-curb or other paving edge termination) shall be designated as “controlled areas.” Prior to placement of fill earth and following removal of cut earth, the controlled areas shall be proofrolled. Areas to be filled shall be proofrolled prior to any fill placement; cut areas shall be proofrolled after they are brought to subgrade level. Proofrolling shall be performed with a loaded tandem axle dump truck or similar approved equipment. The proofroller shall make at least two passes over each section in perpendicular directions over the “controlled areas”. If any areas fail the proofroll, repair these areas as directed by the Owner’s Geotechnical Engineer.
1. Proofrolling shall be conducted in the presence of testing lab’s Geotechnical Engineer.
2. Do not proofroll when the ground surface is wet or saturated with water.

3.2 EXCAVATION

- A. Earth Excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as structures, foundations, rock or unauthorized excavation.
- B. Perform excavation by hand within 5'-0" of existing buildings and structures to remain.
1. Do not under-mine or excavate below footings and/or foundations which are to

remain.

- C. Refer to “Definitions” paragraph above for any “mud footings” required.

3.3 STABILITY OF EXCAVATIONS

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

3.4 DEWATERING

- A. Prevent surface water and Geotechnical or ground water from flowing into excavations and from flooding project site and surrounding area.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Contractor to provide and maintain, at their expense, pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.
 - 3. Due to the types of soil that exist on site, seepage and/or springs may occur. If excessive seepage or springs are discovered, notify Owner’s Geotechnical Engineer and Architect immediately.

3.5 STORAGE OF EXCAVATED MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill only within the limits of the area under construction. No stockpiling will be allowed in areas that are not under construction. If there is not room for stockpiling, then the contractor will be responsible for legally disposing of the material and will not get additional compensation for the replacement of that material if fill is needed. Place, grade, and shape stockpiles for proper drainage.
 - 1. Locate and retain soil materials away from edge of excavations.
 - 2. Dispose of excess excavated soil material by removal and legal disposal off-site.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Cut surface under pavements to comply with cross-sections, elevations and grades as indicated.
 - 1. If any additional undercut is required, the contractor shall be paid by unit price through an allowance according to Section 01 2100 "Allowances". The undercut will be replaced with acceptable structural fill, as specified in the Owner's Geotechnical Investigation, and properly compacted. All excess undercut will be disposed of off-site at the contractor's expense.

3.7 TRENCH EXCAVATION FOR PIPES AND CONDUIT

- A. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 6-inches to 9-inches of clearance on both sides of pipe or conduit.
- B. Excavate trenches and conduit to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on minimum of 4-inches of compacted "select fill" bedding. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- C. Except as otherwise indicated, excavate for exterior water-bearing piping (water, steam, condensate, drainage, etc.) so top of piping is not less than 2'-0" below finished grade and/or paving.
- D. Where rock or concrete is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of dense graded crushed stone, prior to installation of pipe.

3.8 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.9 BACKFILL AND FILL

- A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.
 - 1. Under all areas, use satisfactory excavated or borrow material. Refer to Owner's "Report of Geotechnical Exploration", or if not included, this Section, for minimum testing requirements.
 - 2. Under building slabs, use drainage fill material of compacted and finished depth indicated, or if not indicated, **at least 4-inches** compacted and completed thickness.
 - 3. Backfill trenches with concrete where trench excavations pass within 18-inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.
 - a. Concrete is specified in Division 3.

- b. Do not backfill trenches until inspections and any required testing have been made and backfilling is authorized by Engineer based on test results. Use care in backfilling to avoid damage or displacement of pipe systems.
 - c. Utility trenches shall be backfilled with acceptable borrow or dense graded aggregate in 6" loose lifts compacted with mechanical piston tampers to the project requirements. Open graded stone is not to be used as backfill.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, etc.
 - 2. Inspections, testing, approval, and recording locations of underground utilities have been performed and recorded.
 - 3. Removal of concrete formwork, if any.
 - 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
 - a. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
 - 5. Removal of trash and debris from excavation.
 - 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls, where necessary.

3.10 PLACEMENT AND COMPACTION - GENERAL

- A. Ground Surface Preparation:
 - 1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1-vertical to 4-horizontal so that fill material will bond with existing surface.
 - 2. Prior to placement of fill earth and following removal of cut earth, the controlled areas shall be proofrolled. Areas to be filled shall be proofrolled prior to any fill placement; cut areas shall be proofrolled after they are brought to subgrade level. Proofrolling shall be performed with a loaded tandem axle dump truck or similar approved equipment. The proofroller shall make at least two passes over each section in perpendicular directions over the "controlled areas". If any areas fail the proofroll, repair these areas as directed by the Owner's Geotechnical Engineer.
 - a. Proofrolling shall be conducted in the presence of testing lab's Geotechnical Engineer.
 - b. Do not proofroll when the ground surface is wet or saturated with water.

- B. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.
- E. General Fill Embankment Construction
 - 1. Embankment construction shall commence at the toe of the proposed slope and continue upwards as additional fill is placed. The engineered fill placed shall be benched into the natural slopes.
 - 2. The embankment is to be overfilled and then cut back to the required geometry to remove the uncompacted material that is usually present on the face of fill slopes.
 - 3. The face of slopes shall be promptly vegetated according to the Erosion Control Plan, and the SWPPP to prevent erosion after construction. Prior to vegetation 4" minimum topsoil is to be placed and tracked in by a dozer moving up and down the slope to create horizontal track lines.
- F. Rock Fill:
 - 1. Rock Fill is not to be used unless acceptable to the Owner's Geotechnical Engineer. Break larger particles down to 3" or less and treat as soil fill.
- G. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Owner's Geotechnical Engineer if soil density tests indicate inadequate compaction.
 - 1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 698 A:
 - a. Under structures, building foundations and slabs, and 10' beyond those perimeters, compact full depth of fill placement and scarify, moisture condition and re-compact in accordance with the recommendations made by the Owner's "Report of Geotechnical Exploration", or if not included, as directed at the time of earthwork operations by the project Geotechnical Engineer, as required by the Bid and Contract Documents.
 - 1) Cut areas shall be proof rolled prior to and during scarification efforts and observed by the Owner's Geotechnical Engineer.
 - b. Under steps, covered areas, sidewalks, mechanical/utility and in all

"controlled areas", compact in accordance with the recommendations made in the Owner's "Report of Geotechnical Investigation", or if not included, as directed at the time of earthwork operations by the project Geotechnical Engineer, as required by the Bid and Contract Documents.

- c. Under pavements and at least 5-feet beyond (measured from back-of-curb or edge of paving, where occurs), remove loose soils as described in this and replace with suitable material that is compacted to 98% standard proctor.
- d. Under lawn or unpaved areas beyond "controlled areas", compact each layer of backfill or fill material in accordance with the recommendations made in the Owner's "Report of Geotechnical Investigation", or if not included, as directed at the time of earthwork operations by the project Geotechnical Engineer, as required by the Bid and Contract Documents.
- e. On-site Borrow (where allowed): In accordance with the recommendations made in the Owner's "Report of Geotechnical Investigation", or if not included, as directed at the time of earthwork operations by the project Geotechnical Engineer, as required by the Bid and Contract Documents.
- f. Select and/or Structural Fill: In accordance with the recommendations made in the Owner's "Report of Geotechnical Investigation", or if not included, as directed at the time of earthwork operations by the project Geotechnical Engineer, as required by the Bid and Contract Documents.
- g. Porous Fill (drainage course): In accordance with the recommendations made in the Owner's "Report of Geotechnical Investigation", or if not included, as directed at the time of earthwork operations by the project Geotechnical Engineer, as required by the Bid and Contract Documents.

2. Moisture Control:

- a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
- b. Remove and replace, or scarify and moisture condition, soil material that is too wet to permit compaction to specified density.
- c. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist moisture conditioning by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
- d. At the time of densification, the moisture content of "engineered fill", "structural fill", and "select fill" should be within -3% to +3% of the materials' ASTM D-698 optimum moisture content.
- e. Structural fill areas exposed to excessive wetting, drying or otherwise disturbed by the construction following acceptance for moisture and density should be retested followed by the correction of deficient areas just prior to

the installation of additional fill or structures.

- f. In no instance should placement of structural fill or ground supported structures be permitted if the ground surface soils contain a moisture content in excess of 2% of the material's optimum moisture content.
- g. In no case shall porous drainage backfill (except as specifically indicated at foundation drains only) or masonry sand material be used adjacent to foundations. Care shall be taken to prevent masonry brick/block debris from falling or being pushed into foundation excavations.

3.11 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
 - 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10-foot above-or-below required subgrade elevations.
 - 2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10-foot above-or-below required subgrade elevation.
 - 3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1/2-inch above or below required subgrade elevation.
 - 4. Connection of Existing and New Work: Provide flush transition, unless specifically indicated otherwise.
- C. Grading Surface of Fill under Building Slabs and "Building Control Areas": Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2-inch when tested with a 10-foot straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.12 BUILDING SLAB DRAINAGE COURSE

- A. General: Drainage course consists of placement of drainage fill material, in layers of indicated thickness, over subgrade surface to support concrete building slabs, sidewalks, pads, and below canopies and covered porches, and elsewhere as indicated.
 - 1. **Minimum Completed Thickness: 4-inches.**
- B. Placing: Place drainage fill material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.

1. When a compacted drainage course is indicated to be 6-inches thick or less, place material in a single layer. When indicated to be more than 6-inches thick, place material in equal layers, except no single layer more than 6-inches or less than 3-inches in thickness when compacted.

3.13 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.
2. Perform field density tests in accordance with ASTM D 698 (sand cone method), or acceptable ASTM methods or nuclear testing method, as applicable.
3. New Footing Subgrade: All foundation excavations shall be observed by the Project Geotechnical Engineer or his representative to verify required design bearing capacities of the bearing soils.
4. New Paved Areas, New Building Slab and "Building Control Areas" Subgrade: Perform at least one field density test of subgrade for every 5,000-square feet of fill area for each foot of vertical thickness of fill placed in "controlled areas", with a minimum of one (1) test per lift.
5. Foundation Wall Backfill: Perform at least 2-field density tests at locations and elevations as directed.
6. Trenches: Perform at least one field density test for every 50-linear feet for each 8 inches of vertical thickness of fill placed in utility or similar trenches, which extend through the "controlled areas".
 - a. Retaining walls, if any, same as for "Trenches", as indicated above.
7. A laboratory soil particle size, Atterberg limit, and Proctor moisture density relationship test shall be performed on each different type of fill soil used in the "controlled areas".
8. Based on the Project Geotechnical Engineer's testing reports, inspections, and recommendations, subgrade or fills that are below specified density, additional earthwork, compaction, and/or other operations, and re-testing, shall be performed until specified density is obtained.

3.14 EROSION CONTROL

- #### **A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction.**

3.15 MAINTENANCE

- #### **A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free**

of trash and debris.

- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Repair edges of existing pavements, sidewalks, etc., and other existing and/or new improvements flush with and to match existing materials and thicknesses, subject to acceptance by Owner and Architect.
- D. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- E. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property:
 - 1. Remove excess and waste materials, including unacceptable excavated material, trash, debris, and waste materials, and legally dispose of off Owner's property.

END OF EARTHWORK

SECTION 31 2500

EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Temporary and permanent erosion control systems.
- B. Slope Protection Systems.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary and Division 1 Specification Sections, apply to this Section.
 - 1. Section 31 1000 - Site Clearing
 - 2. Section 31 2000 - Earthwork
 - 3. The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, March 2022 edition or most recent edition.
 - 4. Erosion and Sediment Control Plan

1.3 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the life of the contract.
 - 1. The Contractor shall be responsible for the removal of sediments and debris escaping the project site, the remediation and/or repair of any damage that may occur as a result to adjoining and/or downstream affected properties or offsite structures and any fines or penalties levied against the project by regulatory agencies due to deficiencies of control measures.
- B. The Contractor will designate, by name, a Qualified Credentialed Professional (QCP) or equivalent person responsible for monitoring of all erosion control measures for this project. Specific responsibilities will include:
 - 1. Assuring and certifying the Contractor's construction sequence is in conformance with the specified schedule. In addition, a weekly certification stating compliance, any deviations, and corrective measures shall be filed with the Owners by this person. A copy of the certification form may be obtained from the Alabama Department of Environmental Management (ADEM) or the consulting Engineer who obtained the permit.
 - 2. Inspection of all erosion control measures and drainage inlets within 24-hours after any significant rainfall. A significant rainfall shall be defined as over 3/4 inch of precipitation in any consecutive 24 hour period.

3. Inspect areas for catch of grass. A minimum catch of 75 percent is required prior to warrant removal of erosion control measures.
 4. Obtain the NPDES permit. All fees associated with the correspondence with ADEM and inspections as part of the maintenance of the permit are the responsibility of the contractor.
- C. Other than the land clearing activities required to install the appropriate erosion and sediment control measure in accordance with the erosion and sediment control plans, any down slope erosion and sediment control measures, on-site stream channel protection and upslope diversion of drainage required by site conditions, shall be in place and functional before any clearing or earth moving operations begin and shall be constructed and maintained throughout the construction period.
1. Temporary measures may be removed at the beginning of the workday but shall be replaced at the end of the workday.
- D. The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. Any slope or fill which has been graded shall, within thirteen (13) days of the completion of such grading or the completion of any phase of grading, be planted or otherwise be provided with ground cover, materials, devices, or structures sufficient to retain erosion. The devices, structures, and measures shall remain in place until the graded slope or fill is stabilized.
- E. All hazardous substances used for this project shall be stored in accordance with current Spill Prevention Control and Countermeasures (SPCC) regulations.
1. Store substances away from storm drains, ditches, and gutters in water-tight containers.
 2. Dispose of substances in accordance with ADEM regulations.
 3. Provide adequate trash containers on-site for the disposal of material waste.
 4. Prevent trash and debris from entering storm drainage system.
- F. All construction materials shall be properly stored, not exposed to rain, and stockpiled. All containers shall be stored closed or under cover. All excess or waste material shall be disposed of properly.
1. Provide a construction waste dumpster or trailer on-site for disposal of construction waste.
 2. Dispose of trash and waste to an acceptable offsite facility every week at a minimum.
 3. Prevent trash and debris from entering storm drainage system.
- G. There shall be no distinctly visible floating scum, oil, or other matter contained in the storm water discharge to a receiving water, must not cause an unnatural color (except dyes or other substances discharged for the purpose of environmental studies and which do not have a harmful effect on the receiving water) or odor in the receiving waters. The storm water discharge to receiving water must result in no material in concentration sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving water.

1. Ensure all materials are handled appropriately.
 2. No pollutants are allowed to be disposed of on-site or allowed to enter the storm drainage system.
- H. Upon completion of the land disturbing activity and stable vegetation or other permanent controls have been established on all remaining exposed soil, the Contractor shall notify the Owner of this and request a final inspection.
1. The Owner, or his authorized agent, will inspect the site within 5 working days after receipt of notice.
- I. The Contractor shall prevent the tracking of mud and debris onto paved roadways from construction areas.
1. Provide a construction exit pad in accordance with the erosion and sediment control plans and in accordance with the approved installation procedures and maintain it on a daily basis.
 - a. Provide a spray hose for the washing of tires and equipment
 - b. Rework or supplement the construction exit pad stone as required to ensure its continued effectiveness throughout the duration of the construction period.
 2. Remove any sediments tracked offsite or deposited on the adjacent roadways.
 - a. Utilize a mechanically operated street sweeper to remove any mud and sediment deposited on the adjacent roadways.
- J. The Contractor shall be responsible for keeping dust to a minimum through the use of water trucks or other dust controlling methods throughout the construction duration.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Quick growing grasses for temporary seeding (see seed mixes contained in CBMPP and in Plans).
- B. Fencing for siltation control as specified on the plans.
- C. Temporary mulches such as loose hay, straw, netting, wood cellulose or agricultural silage.
- D. Fence stakes shall be metal stakes a minimum of 54 inches in length.
- E. Stone check dams shall be spaced according to the Plans.
- F. Stone Sediment Barriers or SiltSacks TM, or approved equal for inlet protection.

- G. High Density Poly-Ethylene (HDPE) Filters or Silt-Saver™, or approved equal for inlet protection.
- H. A stabilized construction entrance shall be constructed temporarily.
- I. Riprap for slopes, culvert, storm drain inlet, and outlet aprons.
- J. Water for dust control.
- K. Wattle check dams shall be spaced according to plans.
- L. Erosion control blankets and/or turf reinforcement mats to protect seed and prevent erosion on slopes.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Review site erosion and sediment control plan attached to this section of the specifications.
- B. Deficiencies or changes in the erosion control plan as it is applied to current conditions will be brought to the attention of the Engineer for remedial action.

3.2 IMPLEMENTATION

- A. Provide catalog cuts and information concerning the erosion control products which will be used for construction for review by the Engineer.
- B. Provide information concerning the installation of the erosion and sedimentation control including anchorage trench provisions and anchorage devices and spacing for review by the Engineer.
- C. Provide construction exit pad in accordance with the erosion and sediment control plan and in accordance with the approved installation procedures.
- D. Place erosion control systems in accordance with the erosion and sediment control plan and in accordance with approved installation procedures.
- E. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations. The Owner has the authority to direct the Contractor to provide immediate permanent or temporary pollution control measures. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practical time to minimize the need for temporary controls. Cut slopes shall be permanently seeded and mulched as the excavation proceeds to the extent considered desirable and practical.
- F. The temporary erosion control systems installed by the Contractor shall be maintained as directed by the Engineer to control siltation at all times during the life of the Contract. The Contractor must respond to any maintenance or additional work ordered by the Engineer within a 48 hour period.

- G. Slopes that erode easily shall be temporarily seeded as the work progresses according to the ALDOT seeding schedule or according to the seeding schedule contained in the plans.
- H. Remove and properly dispose of accumulated silt and sediment from all erosion control measures on a daily basis off site unless material is reusable.
- I. Remove and properly dispose of all trash and sediments accumulated in existing and new storm drainage inlets, structures, and pipes on a daily basis off site unless material is reusable.
- J. Provide temporary diversion berms and ditches as required during construction to protect work areas from up-slope runoff and/or to divert sediment-laden water to appropriate sediment control devices, traps, or stabilized outlets.
- K. Provide water trucks or other adequate method for controlling dust throughout the construction period.

END OF EROSION AND SEDIMENTATION CONTROL

SECTION 31 6613
SOIL GROUND IMPROVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 00 and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION:

- A. Work shall consist of designing, furnishing, and installing materials, and constructing a ground improvement system at the locations noted on the drawings and as specified herein. Ground improvement system shall be stone columns.

1.3 WORK INCLUDED:

- A. Provision of all equipment, material, labor, and supervision to design and install stone columns. Design shall rely on subsurface information presented in the project geotechnical report. Removal of spoils from the site (which result from stone column construction), removal of spoils off the working pad, footing excavation, and subgrade preparation following stone column installation is not included.
- B. Drawings and General Provisions of the Contract, including General and Supplemental Conditions, and Division 1 Specifications, apply to the work in this specification.

1.4 APPROVED INSTALLERS:

- A. Installers of stone column foundation systems shall have a minimum of 5 years of experience with the installation of stone columns and shall have completed at least 100 projects.

1.5 RELATED WORK:

- A. Section 03 3100 – Cast in Place Concrete.
- B. Section 31 2000 – Building Earthwork.
- C. Geotechnical Report and Recommendations.
- D. Structural Plans and Foundation Loads by Structural Engineer

1.6 REFERENCE STANDARDS:

- A. Design: The ground improvement installer shall be responsible for design of a stone column ground improvement system that meets the allowable bearing capacity, and settlement requirements stated on the contract plans. Industry recognized standards or design methods specific to the installer's equipment and construction methods shall be used.
- B. Modulus and Uplift Testing:
 - 1. ASTM D-1143 – Pile Load Test Procedures.
 - 2. ASTM D-1194 – Spread Footing Load Test.

3. ASTM-D-3689 – Uplift Load Test (if required).
- C. Materials and Inspection:
 1. ASTM D-1241 – Aggregate Quality.
 2. ASTM STP 399 – Dynamic Penetrometer Testing (if applicable).
 3. ASTM D-422 – Gradation Soils.

1.7 CONFLICTS IN SPECIFICATIONS/REFERENCES:

- A. Where specifications and reference documents conflict, the Architect/Engineer shall make the final determination of the applicable document.

1.8 CERTIFICATIONS AND SUBMITTALS:

- A. The installer shall submit detailed design calculations and construction drawings electronically to the Architect and to the Geotechnical Engineer of Record for approval at least three (3) weeks prior to the start of construction. All plans shall be sealed by a Professional Engineer in the State of Alabama (referred in this specification as “the Designer”).
- B. The stone column engineer shall have Errors and Omissions design insurance for the work. The insurance policy should provide a minimum coverage of \$2 million per occurrence.
- C. Modulus test data - The Installer shall furnish the General Contractor a description of the installation equipment, installation records, complete test data, analysis of the test data and recommended design parameter values based on the modulus test results. The report shall be prepared under supervision of a registered professional engineer and provided to the project Design Team prior to installation of production stone columns.
- D. The installer should provide a specific quality control plan to be utilized during the installation of the stone columns to include Daily Progress Reports. The Installer shall furnish a complete and accurate record of stone column installation to the General Contractor. The record shall indicate the pier location, length, average lift thickness and final elevations of the base and top of piers. The record shall also indicate the type and size of the densification equipment used. The Installer shall immediately report any unusual conditions encountered during installation to the General Contractor, to the Designer and to the Testing Agency.

1.9 BASIS OF PAYMENT:

- A. This work will be paid for at the contract lump sum price for stone columns.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Aggregate used for piers shall be selected by the Installer and successfully used in the modulus test.
- B. Potable water or other suitable source shall be used to increase aggregate moisture content

- where required. Access to water on site shall be provided to the Installer.
- C. Installer to coordinate adequate and suitable marshalling areas on the project site for the use of the Installer for the storage of aggregate and equipment.

PART 3 - DESIGN REQUIREMENTS

3.1 STONE COLUMN DESIGN:

- A. The stone column design stiffness modulus value shall be verified by the results of the modulus test, described in this specification.
- B. Stone Columns shall be designed in accordance with generally-accepted engineering practice and the methods described in Section 1 of these Specifications. The design shall meet the following criteria.
1. Minimum allowable bearing pressure of 5,000 psf.
 2. Estimated Total Long-Term Settlement for Footings: less than 1 - inch total.
 3. Estimated Long-Term Differential Settlement of Adjacent Footings: less than 1/2-inch.
- C. The design submitted by the Installer shall consider the bearing capacity and settlement of all footings supported by stone columns, and shall be in accordance with acceptable engineering practice and these specifications. Total and differential settlement shall be considered. The design life of the structure shall be 50 years.
- D. The stone column system shall be designed to preclude plastic bulging deformations at the top-of- pier design stress and to preclude significant tip stresses. The results of the modulus test shall be used to verify the design assumptions.

3.2 DESIGN SUBMITTAL:

- A. The Installer shall submit electronically in pdf form detailed design calculations, construction drawings, and shop drawings, (the Design Submittal), for approval at least three (3) weeks prior to the beginning of construction. A detailed explanation of the design parameters for settlement calculations shall be included in the Design Submittal. Additionally, the quality control test program for stone columns, meeting these design requirements, shall be submitted. All computer-generated calculations and drawings shall be prepared and sealed by a Professional Engineer, licensed in the State of Alabama.

PART 4 - CONSTRUCTION

4.1 STONE COLUMNS:

- A. Install stone columns with a down-hole vibrator capable of densifying the aggregate by forcing it radially into the surrounding soil. The vibrator shall be of sufficient size and capacity to construct stone columns to the diameters and lengths shown on the installer's approved construction drawings.
- B. The probe and follower tubes shall be of sufficient length to reach the elevations shown on the installer's approved construction drawings. The probe, used in combination with the available pressure to the tip jet, shall be capable of penetration to the required tip elevation.

Preboring shall be permitted if it is specified in the installer's approved construction procedure submittal.

- C. The probe and follower shall have visible markings at regular increments to enable measurement of penetration and repenetration depths.
- D. Provide methods for supplying to the tip of the probe a sufficient quality of air or water to widen the probe hole to allow adequate space for stone backfill placement around the probe.
- E. The probe shall penetrate into the foundation soil layer to the minimum depths required in the installer's construction plans.
- F. Lift thickness shall not exceed 4 feet. After penetration to the treatment depth, slowly retrieve the vibrator in 12-inch to 18-inch increments to allow backfill placement.
- G. Compact the backfill in each lift by repenetrating it at least twice with the vibrating probe to densify and force the stone into the surrounding soil.
- H. Install stone columns so that each completed column is continuous throughout its length.

4.2 PLAN LOCATION AND ELEVATION OF STONE COLUMNS:

- A. The center of each stone column shall be within six inches of the plan locations indicated. The final measurement of the top of piers shall be the lowest point on the aggregate in the last compacted lift. Piers installed outside of the above tolerances and deemed not acceptable shall be rebuilt at no additional expense to the Owner.

4.3 REJECTED STONE COLUMNS: Stone columns improperly located or installed beyond the maximum allowable tolerances shall be abandoned and replaced with new piers, unless the Designer approves other remedial measures. All material and labor required to replace rejected piers shall be provided at no additional cost to the Owner.

PART 5 - QUALITY CONTROL

5.1 QUALITY CONTROL REPRESENTATIVE:

- A. The Installer shall have a full-time Quality Control (QC) representative to verify and report all QC installation procedures. The Installer shall immediately report any unusual conditions encountered during installation to the Design Engineer, the General Contractor, and to the Testing Agency.
- B. Installation records for each shall be made available upon request in electronic format within 24 hours of installation.
- C. The QC procedures shall include the preparation of Stone Column Progress Reports completed during each day of installation and containing the following information:
 - 1. Stone column location.
 - 2. Stone column length and drilled diameter (if pre-drilled).

3. Planned and actual stone column depths at the top and bottom of the element.
4. Average lift thickness for each stone column.
5. Documentation of any unusual conditions encountered.
6. Type and size of densification equipment used.

5.2 QUALITY CONTROL VERIFICATION PROGRAM:

- A. The installer shall be responsible for design of a verification program to assure the quality of the construction. The program shall verify that the installed ground improvement system satisfies the performance requirements noted on the contract plans and the design requirements determined by the ground improvement system designer. As a minimum, the verification program shall include the following:
 1. Proposed means and methods for verification that the installed stone columns meet the strength and/or stiffness criteria required by the design. This may include, but shall not be limited to, modulus or load tests on individual elements and/or groups, soil borings, and other methods as approved by the Engineer.
 2. Quality control program to verify that the ground improvement system is installed in accordance with the designer's specifications and the requirements in this special provision. The quality control program shall include testing and observations by qualified personnel employed by the ground improvement installer or an independent testing laboratory.

PART 6 - QUALITY ASSURANCE

6.1 INDEPENDENT ENGINEERING TESTING AGENCY:

- A. The Owner or General Contractor is responsible for retaining an independent engineering testing firm to provide Quality Assurance services. The Testing Agency should be the Geotechnical Engineer of Record.

6.2 RESPONSIBILITIES OF GEOTECHNICAL ENGINEER & INDEPENDENT ENGINEERING TESTING AGENCY:

- A. The Geotechnical Engineer of Record shall review and approve the Installer's Design Submittal.
- B. The Testing Agency shall monitor the installation of stone columns to verify that all work is performed in accordance with the approved Design Submittal.
- C. The Testing Agency & Geotechnical Engineer of Record shall observe footing excavations and densification of stone columns and provide written reports.
- D. The Testing Agency shall report any discrepancies to the Installer and General Contractor immediately.

PART 7 - RESPONSIBILITIES OF GENERAL CONTRACTOR

7.1 PREPARATION:

- A. The General Contractor shall locate and protect underground and aboveground utilities and

- other structures from damage during installation of the stone columns.
- B. The General Contractor will provide the site to the Installer, after earthwork in the area has been completed.
 - C. Site subgrade shall be established by the General Contractor within 6 inches of final design subgrade, as approved by the Design Engineer.

7.2 UTILITY EXCAVATIONS:

- A. The General Contractor shall coordinate all excavations made subsequent to stone column installations so that at least five feet of horizontal distance remains between the edge of any installed stone column and the excavation. In the event that utility excavations are required at horizontal distances of less than five feet from installed stone columns, the General Contractor shall notify the stone column Designer to develop construction solutions to minimize impacts on the installed stone columns.
- B. Recommended procedures may include:
 - 1. Using cement-treated base to construct portions of the stone columns subject to future excavations.
 - 2. Replacing excavated soil with compacted crushed stone in the portions of excavations where the stone columns have been disturbed. The placement and compaction of the crushed stone shall meet the following requirements.
 - a. The crushed stone shall meet the gradation specified by the Designer.
 - b. The crushed stone shall be placed in a controlled manner using motorized impact compaction equipment.
 - c. The aggregate should be compacted to 95% of the maximum dry density as determined by the modified Proctor method (ASTM D-1557).
 - d. The Testing Agency shall be on site to observe placement, compaction, and provide density testing. The test results shall be submitted to the Designer and the General Contractor. The subcontractor shall provide notification to the Testing Agency and the Designer when excavation, placement, and compaction will occur and arrange for construction observation and testing.

7.3 FOOTING BOTTOMS:

- A. Excavation and surface compaction of all footings shall be the responsibility of the General Contractor.
- B. Foundation excavations to expose the tops of stone columns shall be made in a workmanlike manner, and shall be protected until concrete placement, with procedures and equipment best suited to (1) prevent softening of the matrix soil between and around the stone columns before pouring structural concrete, and (2) achieving direct and firm contact between the dense, undisturbed stone columns and the concrete footing.

- C. Recommended procedures for achieving these goals are to:
1. Limit over-excavation below the bottom of the footing to 3-inches (including disturbance from the teeth of the excavation equipment,
 2. Compaction of surface soil and top of stone columns shall be prepared using a motorized impact compactor ("Wacker Packer," "Jumping Jack," or similar). Sled-type tamping devices shall not be used. Compaction shall be performed over the entire footing bottom to compact any loose surface soil and loose surface pier aggregate.
 3. Place footing concrete immediately after footing excavation is made and approved, preferably the same day as the excavation. Footing concrete must be placed on the same day if the footing is bearing on expansive or sensitive soils.
 4. If same day placement of footing concrete is not possible, place a minimum 3-inch-thick lean concrete seal ("mud mat") immediately after the footing is excavated and approved.
 5. That water (which may soften the unconfined matrix soil between and around the stone columns, and may have detrimental effects on the supporting capability of the stone column reinforced subgrade) has not been allowed to pond in the footing excavation at any time.
 6. That all stone columns designed for each footing have been exposed in the footing excavation.
 7. That immediately before footing construction, the tops of all the stone columns exposed in each footing excavation have been inspected and recompacted as necessary with mechanical compaction equipment, and that the tops of any stone columns which may have been disturbed by footing excavation and related activity have been recompacted.
 8. That no excavations or drilled shafts have been made after installation of stone columns within horizontal distance of five feet from the edge of any pier, without the written approval of the Installer or Designer.

END OF SECTION

SECTION 32 1216

ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. Related work described elsewhere includes:
 - .. Section 31 2000 - "Earth Moving"
 - .. Section 32 1313 - "Concrete Paving"
 - .. Section 32 1613 - "Curbs and Gutters"

1.2 DESCRIPTION OF WORK

- A. Work described in this section includes new bituminous paving, a new base, and otherwise as indicated on drawings.
- B. Work shall also include pavement patching for any utility trenches under existing paving and this Contract, with prepared subgrade, 6" crushed aggregate base, 2 inch thick 3,000 psi concrete, prime coat, and 1 inch bituminous concrete overlay, and as indicated on the Drawings.
 - 1. Pavement patch shall extend 9" to 1'-0" beyond each side or edge of trench, and to abut flush with edge where existing paving was cut out.

1.3 QUALITY CONTROL

- A. Certifications: The Contractor shall submit to the Architect copies of certificates from suppliers of bituminous materials and other manufactured items, certifying that these products comply with specifications and standards listed hereinafter.
 - 1. All asphalt used for pavement shall be produced by a plant certified by the Alabama Department of Transportation (ALDOT).
- B. Standard Specifications: Unless otherwise noted, all specifications referred to shall be the "Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction", latest edition.
- C. Testing: All laboratory and field testing required to ensure compliance with these specifications will be performed by an independent testing laboratory. Refer to Section 01 0150 - "Special Conditions," for additional information.

1.4 JOB CONDITIONS

- A. Any base or sub-base areas damaged by weather or construction operations shall be scarified, remixed and recompacted in accordance with requirements before application of the prime coat.

- B. Special care and attention shall be given to be certain that paving operations and/or equipment do not cause damage to any existing and/or new buildings, structures, or improvements which are to remain.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide the paving system(s) indicated on the Drawings, installed in accordance with Part 3 of this Section, and referenced standards.

PART 3 - EXECUTION

3.1 PRIME COAT

- A. Application rates and construction requirements shall be as specified in ALDOT Section 401, Bituminous Surface Treatments, for a Bituminous Treatment Type "A" which is a prime coat.

3.2 TACK COAT

- A. Construction requirements, including preparation of the existing surface or substrate and maximum application rates, are specified in ALDOT Article 405.03.

3.3 PLANT MIX BITUMINOUS CONCRETE BINDER LAYER AND BITUMINOUS CONCRETE WEARING SURFACE

- A. Construction requirements, including finished surface tolerance, density requirements, and maintenance and protection shall be as specified in ALDOT Articles 410.03 through 410.07, 327.03 and 424.04, as applicable. Rate of application shall be not less than the number of pounds per square yard for a 1-inch wearing surface or pavement patching layer, pro-rated for other thicknesses, as required by referenced ALDOT Specifications.

3.4 CRUSHED AGGREGATE BASE

- A. Construction requirements shall comply with the ALDOT Specifications for the materials indicated, including in part, applicable portions of Section 825, Type B and ALDOT Section 301; compacted in accordance with the recommendations made in the geotechnical investigation.

3.5 COMPACTION EQUIPMENT

- A. Compaction equipment shall be self-propelled, capable of compacting the mixture throughout the depth of the layer while it is still in a workable condition without damage to the material.

1. Self-propelled rollers shall have a minimum weight of 10 tons.

3.6 PAVEMENT PATCH

- A. Saw cut perimeter of existing paving to a neat straight line where removal is indicated and/or required.

1. Protect edges of paving and base exposed to prevent cracking, breaking-up, wash-out, erosion, and/or other damage; apply prime coat as specified and at all such vertical edges prior to placing new pavement.
- B. Patch pavement with components stated in Paragraph 1.2-B above, in compliance with each component's specified requirements, and as per details and sections on Drawings, if any.

END OF ASPHALT PAVING

SECTION 32 1313

PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and Division 1 specification sections apply to this Section.
- B. Related work specified elsewhere includes:
 - .. Section 31 2000 - "Earthwork"
 - .. Section 31 1723 – "Pavement Markings"
 - .. Section 03 3000 - "Cast-In-Place Concrete"
 - .. Section 07 9000 - "Joint Sealers"

1.2 DESCRIPTION OF WORK:

- A. Extent of portland cement concrete paving is shown on drawings, including exterior walks, paving, entry pads, dumpster pads, and mechanical equipment pads.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with "Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction," 2022 Edition, or latest edition, and local governing regulations if more stringent than herein specified.
- B. Testing: All laboratory and field testing required to ensure compliance with these specifications will be performed by a qualified independent testing laboratory.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Forms:
 - 1. Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
 - 2. Use flexible spring steel forms or laminated boards to form radius bends as required.
 - 3. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.
- B. Welded Wire Mesh:
 - 1. Welded plain cold-drawn steel wire fabric, ASTM A 185.

- a. Size: 6" x 6" #6, unless indicated otherwise.
- 2. Furnish in flat sheets, not rolls, unless otherwise acceptable to Engineer, for all concrete paving subject to possibility of bearing the weight of vehicular traffic.
- 3. Furnish in rolls for all concrete paving accessible only to pedestrian traffic, unless indicated otherwise on structural drawings.
- 4. Locations for Use: All concrete pads and paving, at 1/3 of total depth of concrete from top of slab.
- C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 40 or 60.
- D. Concrete Materials: Comply with requirements of the Section 03 3000 - "Cast-In-Place Concrete", for concrete materials, admixtures, bonding materials, and other materials as required.
- E. Curing and Sealing Compound: Conform to TT-C-800, with 30% solids content minimum.

2.2 CONCRETE MIX, DESIGN AND TESTING:

- A. Comply with requirements of the Section 03 3000 - "Cast-in- Place Concrete", for concrete mix design, sampling and testing, and quality control, and as herein specified.
- B. Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (super-plasticiser), air-entraining admixture and water to produce the following properties:
 - 1. Sidewalks, entry pads, and mechanical equipment pads subject only to pedestrian traffic:
 - a. Compressive Strength: 3,000 psi, minimum at 28 days.
 - b. Maximum Slump: 4".
 - c. Air Content: 4% to 6%.
 - d. Thickness: 4", unless otherwise indicated on the Drawings.
 - e. Compacted Subgrade: 4" crushed aggregate base on compacted subgrade (98% S.P.D.).
 - 2. Paving and pads subject to vehicular traffic, valley gutters, curbs and gutters, dumpster pads, and where indicated:
 - a. Compressive Strength: 4,000 psi, minimum at 28 days (minimum 650 psi flexural strength) in accordance with ALDOT Section 450 – "Portland Cement Concrete Pavement", of the Alabama Department of Transportation, Standard Specifications for Highway Construction, 2014 edition, or most current edition.
 - b. Slump: 4" max
 - c. Air Content: 4% - 6% entrained air
 - d. Thickness: 6" unless greater thickness is indicated on the Drawings.
 - e. Base: 4" ALDOT 825 B at 98% Modified Proctor Dry Density
 - f. Subgrade: Unless otherwise indicated on the Drawings, 6" dense graded aggregate base, ALDOT Section 825, Type B (98% M.P.D.), installed in accordance with construction requirements for the materials indicated.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION:

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- C. Subgrade shall be approved by the Owner's Geotechnical Engineer before paving is begun.

3.2 FORM CONSTRUCTION:

- A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to following tolerances:
 - 1. Top of forms not more than 1/8" in 10'.
 - 2. Vertical face on longitudinal axis, not more than 1/4" in 10'.
- C. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

3.3 REINFORCEMENT:

- A. Locate, place and support reinforcement as specified in Section 03 3000 - "Cast-In-Place Concrete", unless otherwise indicated. Install welded wire fabric in as long lengths as practicable, lapping at least on mesh.

3.4 CONCRETE PLACEMENT:

- A. Comply with the more stringent requirements of ALDOT Section 450(A) and Section 03 3000 - "Cast-In-Place Concrete", for mixing and placing concrete, and as herein specified.
- B. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase, if required, to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- C. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with core to prevent dislocation of reinforcing, dowels, and joint devices.

1. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than ½-hour, place a construction joint.

3.5 JOINTS:

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.
- B. Weakened-Plane (Contraction) Joints:
 1. Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings, or if not shown, at spacing no greater than twice the thickness in feet. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows below.
 2. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool 1/8" wide.
 3. Sidewalks shall be scored at 5-foot intervals unless otherwise indicated.
- C. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for a period of more than ½-hour, except where such placements terminate at expansion joints.
- D. Expansion (Isolation) Joints:
 1. Provide expansion joints with premolded joint filler at locations abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
 2. Extend joint fillers full-width and depth of joint.
 3. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
 4. Expansion joints for sidewalks shall be placed at 30-foot maximum intervals and along all intersections with other walks, steps, curbs, or other vertical surfaces.
- E. Fillers and Sealants: Comply with the requirements of Section 07 9000 – “Joint Sealers”, for preparation of joints, materials, installation, and performance.

3.6 CONCRETE FINISHING:

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Using hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
- B. After floating, test surface for trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

- C. Work edges of slabs and formed joints with an edging tool, and round to 1/4" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.
- D. After completion of floating and troweling, when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Light and smooth broom finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic in one direction. Repeat operation as required to provide a fine line texture.
- E. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic.
- F. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.
 - 1. Provide rubbed finish for exposed edged of concrete work, and apply light and smooth broom finish.

3.7 CURING:

- A. Protect and cure finished concrete paving, complying with applicable requirements of Section 03 3000 - "Cast-In-Place Concrete". Use curing and sealing compound or approved moist-curing methods.
- B. Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

3.8 REPAIRS AND PROTECTIONS:

- A. Repair or replace broken or defective concrete, as directed by Engineer.
- B. Drill test cores where directed by the Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy resin grout.
- C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
 - 1. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

END OF PORTLAND CEMENT CONCRETE PAVING

SECTION 32 1613

CURBS AND GUTTERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this section.
- B. Related work specified elsewhere includes:
 - .. Section 31 2000 - "Earth Moving"
 - .. Section 32 1313 - "Concrete Paving"
 - .. Section 03 3100 - "Concrete"
 - .. Section 07 9000 - "Joint Sealers"

1.2 DESCRIPTION OF WORK

- A. Work described in this section includes the construction of new concrete curbs and gutters, and/or straight curbs where indicated, and patching between any existing paving and new curb and gutters, sidewalks, etc., to match existing pavement.
- B. Refer to Drawings and Owner's Subsurface Investigation Report, for additional information and base requirements.
- C. Refer to Section 31 2000 - "Earth Moving" for subgrade requirements below and beyond curbs and gutters.
- D. Refer to Section 32 1313 - "Concrete Paving", for valley gutters, turn-outs, and paving.

1.3 QUALITY CONTROL

- A. Certifications: The Contractor shall submit to the Architect copies of certificates from suppliers of ready-mix concrete, reinforcing steel, curing material, joint fillers, and other manufactured items, certifying that these products comply with the specifications and standards listed hereinafter.
- B. Standard Specifications: Unless otherwise noted, all specifications referred to shall be the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, latest edition.
- C. Testing: All laboratory and field testing as required to ensure compliance with these specifications shall be performed by a qualified independent testing laboratory. Refer to Section 01 0150 - "Special Conditions", for additional information.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete shall be Class "A", Type 4 (3,000 psi), in accordance with Section 501, "Structural Portland Cement Concrete", of the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, latest edition. A modified mix shall be used if optional machine laid curb and gutter is constructed.

- B. Reinforcing steel, where called for on the drawings, shall meet the requirements of Section 502, "Steel Reinforcement".
- C. Curing material shall be either burlap cloth, waterproof paper, polyethylene sheeting, or impervious membrane specified in ALDOT Articles 830.01 and 830.02.
- D. Joint filler and sealer for expansion and construction joints shall meet the appropriate requirements of ALDOT Section 832, and Section 07900 - "Joint Sealers" herein.
- E. Asphalt for repairs shall comply with referenced ALDOT Specifications, and city requirements, and shall match existing pavement at location(s) requiring patching.

PART 3 - EXECUTION

3.1 CURBS AND GUTTERS

- A. Comply with requirements of Section 32 1313 - "Concrete Paving," Section 03 3100 - "Concrete," and the following:
 - 1. Construction requirements, including foundation, forms, sections, joints, placing and finishing concrete, curing and protection, and backfilling shall be as specified in Article 623.03. Curbs and gutters shall match the profile of existing adjoining curb and gutter, if any, and otherwise as detailed.
 - 2. Curb and gutter shall be constructed in sections having a maximum length of 10-feet. Transverse expansion joints with filler and joint sealer shall be installed at all curb returns and in curb and gutter at intervals not exceeding 40-feet. Similar joints shall be installed behind the curb where sidewalks adjoin the curb and gutter, and at all fixed objects which adjoin or extend through the curb and gutter.
 - 3. Care shall be exercised that "tilt-out" curb and gutter is installed where pavement slopes away from the curb, and that 10-foot long transition sections are used where required to transition between "standard" and "tilt-out" curb and gutter.

3.2 REPAIRS AND PROTECTIONS

- A. Repair or replace broken or defective concrete, as directed by Architect.
- B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14-days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
 - 1. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

END OF CONCRETE CURBS AND GUTTERS