

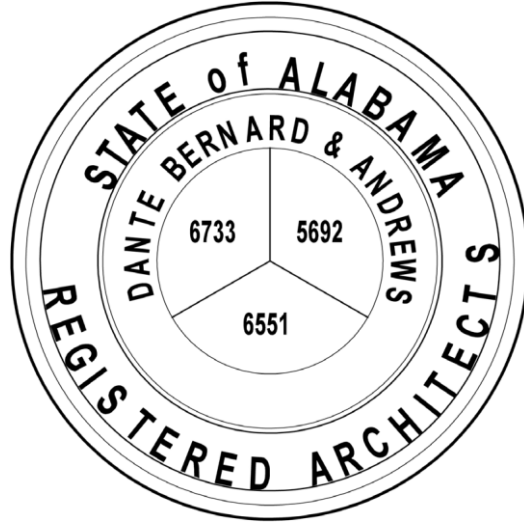
UNIVERSITY OF NORTH ALABAMA

ROGERS HALL RENOVATION

BID2023-01



Project Manual
UNIVERSITY OF NORTH ALABAMA
ROGERS HALL RENOVATION
Florence, Alabama
CR3ATE Architects Project # 22258
Date, 25 AUGUST 2022



CR3ATE Architects, Inc.
218 A. North Court St.
Florence, Alabama 35630
(256) 383-9967

ADDENDA # - DATE POSTED

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SET NUMBER



22258 University of North Alabama Rogers Hall Renovation

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SECTION 0010– ADVERTISEMENT FOR BIDS

PART I –GENERAL

1.1 The Advertisement for Bids is attached.

END OF SECTION 0010

LEGAL NOTICE ADVERTISEMENT
FOR BIDS

Sealed Proposals for the renovation of Rogers Hall, BID2023-01, will be received at the UNA Facilities Administration & Planning Building Conference Room, 1660 Tune Ave, Florence, Alabama 35630, until 2:00 p.m. local time on October 13, 2022.

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

A Pre-Bid Conference will be held at Rogers Hall on UNA Main Campus, One Harrison Plaza, Florence, AL 35632, on Tuesday, September 28, 2022 at 2:00 PM CDT.

ATTENDANCE IS MANDATORY FOR GENERAL CONTRACTORS.

Bids must be submitted on proposal forms furnished by the Architect or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted. No bidder may withdraw their bid within sixty (60) days from the date set for receiving of the same.

University of North Alabama,
Dr. Kenneth D. Kitts,
Awarding Authority
Cr3ate Architects
Architect

NOTE: This notice must be run once a week for three successive weeks in a newspaper of general circulation in the county or counties in which the project, or any part of the project, is to be performed. This notice must also be run at least once in three newspapers of general circulation throughout the state. Proof of publication is required.



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SECTION 0020– INSTRUCTIONS TO BIDDERS

PART I -GENERAL

1.1 Comply with the following Instructions to Bidders, ABC Form C-2, August 2001.

END OF SECTION 0020

INSTRUCTIONS TO BIDDERS

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1. BID DOCUMENTS

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any modifications of or supplements to these Instructions to Bidders, the Proposal Form, 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 exceeds \$50,000, 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. 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.
- (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. 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 shall 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.

c. 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 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:

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.

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 modifications of, or 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
(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	15 calendar days after final execution of contract by the Awarding Authority, 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.



22258 University of North Alabama Rogers Hall Renovation

SECTION 0030 - MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 Attach to the Proposal Form the following herein attached, University of North Alabama, **VENDOR CERTIFICATION PURSUANT TO ACT NO 2006-557**. It must be completed, signed and notarized or the bid will be considered non-responsive.

1.2 Attach to the Proposal Form the following herein attached **STATE OF ALABAMA DISCLOSURE STATEMENT (PURSUANT TO ACT 2001-955)**. It must be completed, signed and notarized or the bid will be considered non-responsive.

1.3 Attach to the Proposal Form the following herein attached **CERTIFICATE OF COMPLIANCE WITH ACT 2016-312**. It must be completed, signed and notarized or the bid will be considered non-responsive.

1.4 To be eligible for an award of a contract, grant, or incentive of the State of Alabama, any political subdivision of the state, or any state-funded entity: all businesses will be required to provide written certification of their compliance with Section 9 of the State of Alabama Immigration Law, identified as §31-13-9 of the Code of Alabama, 1975; Act 2011-535; by submitting herein attached 1) the Affidavit of Alabama Immigration Compliance and, 2) a copy of the one-page E-verify company profile document (see example included).

To satisfy this requirement for the University of North Alabama: The two required documents must be submitted prior to issuance of a University contract or purchase order; or any other commitment of University funds. To expedite the ordering process, forms may be submitted with a bid response, an RFP, or prior to new contract signature. If you are not currently enrolled in E-Verify, follow these instructions:

- a. Log onto <http://www.uscis.gov/everify>
- b. Click “Getting Started” for information about the program, requirements, and enrollment process.
- c. Click “Enroll in E-Verify” and begin enrollment process.
- d. A copy of the one-page Employment Eligibility Verification form is the required document that must be submitted prior to a contract or purchase order being issued.

END OF SECTION 0030

State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

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 good or services previously provided, and the amount received for the provision of such goods or services.

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.

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.)

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.)

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:

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

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-995 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.

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is 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.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this
_____ day of _____, 20____.

Witness: _____

Printed Name of Witness

State of Alabama Immigration Law (Act 2011-535)

To be eligible for an award of a contract, grant, or incentive of the State of Alabama, any political subdivision of the state, or any state-funded entity: all businesses will be required to provide written certification of their compliance with Section 9 of the State of Alabama Immigration Law, identified as §31-13-9 of the Code of Alabama, 1975; Act 2011-535; by submitting 1) the Affidavit of Alabama Immigration Compliance and, 2) a copy of the one-page E-verify company profile document (see example included).

To satisfy this requirement for the University of North Alabama: The two required documents must be submitted prior to issuance of a University contract or purchase order; or any other commitment of University funds. To expedite the ordering process, forms may be submitted with a bid response, an RFP, or prior to new contract signature.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto <http://www.uscis.gov/everify>
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin enrollment process.
- A copy of the one-page Employment Eligibility Verification form is the required document that must be submitted prior to a contract or purchase order being issued.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9(a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees.

State of

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state funded entity to a business entity or employer that employs one or more employees;

I hereby attest that in my capacity as _____ (your position) for

_____ (name of business) certifies to The Board of Trustees of the University of North Alabama that the business shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractor(s) furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

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

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

Signature and Seal of Notary Public

Example of E-Verify Company Profile Document:



Welcome User ID Last Login Log Out

- Click **any@ror** help
- Home
- My Cases**
- New Cases
- View Cases
- Search Cases
- My Profile**
- Edit Profile
- Change Password
- Change Security Questions
- My Company**
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports**
- View Reports
- My Resources**
- View Essential Resources
- fake Tutorial
- View User Manual
- Contact Us

Company Information

Company Name:

View/Edit

Company ID Number:

Doing Business As (OBA)

Name:

DUNS Number:

Physical Location:

Manng Address:

Address 1:

Address 1:

Address 2:

Address 2:

City:

City:

State:

State::

Zip Code:

Zip Code:

County:

Additional Information:

Employer Identification Number:

Total Number of Employees:

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

Federal Contractor **Category:**

Employees being verified:



22258 University of North Alabama Rogers Hall Renovation

SECTION 0040- PROPOSAL FORM

PART I –GENERAL

1.1 The following is the Proposal Form. All bidders must submit their bids in triplicate on the forms provided. Proposal Form must be completed, signed and certified or the bid will be considered non-responsive.

- A. Attach Vendors Certification Form.
- B. Attach University of North Alabama Vendor Certification.
- C. Attach Certificate of Compliance With Act 2016-312.
- D. Attach State of Alabama Disclosure Statement.
- E. Attach Affidavit of Alabama Immigration Compliance and E-Verify Company Profile documents. Note: This may be deferred until prior to execution of Contract.
- F. Attach Accounting of Sales Tax Attachment to ABC Form C-3 Proposal Form.

1.2. Refer to Bid Bond and Sales and Use Tax Savings.

END OF SECTION 0040

PROPOSAL FORM

To: _____
(Awarding Authority)

Date: _____

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

(Legal Name of Bidder)

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

_____ 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) \$ _____

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 - (See Attachment)

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 (type or print) _____ (Seal)

*Title _____

Telephone Number _____

* 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.



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SECTION 0050 – BUILDING COMMISSION PERMIT FEE

PART 1 – GENERAL

1.1 FEES

A. A permit fee will be required. This fee shall be paid by the General Contractor to the Building Commission. Upon approval of the construction contract and prior to scheduling the Pre-Construction Conference to be performed by the Building Commission Inspector, payment shall be due immediately for the total permit fee. The Pre-Construction conference will not be performed prior to receipt of the Permit Fee.

B. Fee Schedule:

1.1 ADMINISTRATIVE FORM

A. The "Permit Fee Calculation Worksheet" form is attached herein. Original copies must be used for final execution. Forms are available from the DCM at <http://www.bc.alabama.gov>.

END OF SECTION 0050



ALABAMA DEPARTMENT OF FINANCE REAL PROPERTY MANAGEMENT Division of Construction Management

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

Department Use Only
Invoice # _____
Date Paid _____
Confirmation # _____

PERMIT FEE & PERMIT RE-INSPECTION FEE CALCULATON WORKSHEET

DCM (BC) # _____	Date _____
Project Name; Owner/Architect/Engineer Project # & Phase/Package # _____	
BB	
Owner Entity Name -----	
Architect/Engineer Firm Name -----	
Contractor Company Name-----	
Awarded Contract Sum _____	
Select <u>ONE</u> of the following: <input type="checkbox"/> Basic Permit Fee <input type="checkbox"/> Permit Re-Inspection Fee	
Email address(es) for Payment Receipt:	
BB	

BASIC PERMIT FEE CALCULATION:

<u>Awarded Contract Sum s less than \$1,000</u>	N/A
<u>Awarded Contract Sum is \$1,001 \$50,000</u>	
Contract Sum I \$1,000= _____ /1,000	\$5.00= _____ +\$15.00= _____
<u>Awarded Contract Sum is \$50,001 \$100,000</u>	
Contract Sum I \$50,000= _____ /1,000	\$4.00= _____ +\$260.00= _____
<u>Awarded Contract Sum is \$100,001 \$500,000</u>	
Contract Sum I \$100,000= _____ /1,000	\$3.00= _____ +\$460.00= _____
<u>Awarded Contract Sum is \$500,001 and up</u>	
Contract Sum ess \$500,000= _____ /1,000	\$2.00= _____ +\$1,660.00= _____

PERMIT RE-INSPECTION FEE

Flat fee of \$1 500 00 per occurrence

TOTAL DUE:

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

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

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

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

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



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SECTION 0060- BID BOND

1.0 GENERAL

- A. Form of Bid Bond: The Bid Bond shall be made in the amount of 5% of the bid amount, but not to exceed \$10,000.00, on "Bid Bond", ABC Form C-4 August 2001, attached herein. All copies of bid bond shall contain original signature(s) and seal(s), and be accompanied by appropriate power-of-attorney document attached to all required copies.

- B. Originals must be used for proposal submittals.

END OF SECTION 0060

BID BOND

USE BLACK INK ONLY

The **PRINCIPAL** (*Bidder's Name and Address*)

The **SURETY** (*Name and Principal Place of Business*)

The **OWNER** (*Name and 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



22258 University of North Alabama Rogers Hall Renovation

SECTION 0070 – SALES AND USE TAX SAVINGS

PART I –GENERAL

1.1 Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 General Description:

A. Purpose: The Owner, University of North Alabama, is a Tax Exempt instrumentality of the State of Alabama. As such, this is a tax exempt project in accordance with State of Alabama Legislative Act 2013-205.

B. The Owner, Contractor and Subcontractors shall apply for certificates of exemption from the ADOR (Alabama Department of Revenue). Certificates of exemption shall only be issued to Contractors licensed by the State Licensing Board for General Contractors or and subcontractor working under the same contract.

C. 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.

D. 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.

E. The Contractor shall account for the tax savings on the Bid Form.

F. The Bid shall not include sales tax, but the sales tax for the Bid and all Alternates and/or Unit Prices must be included on ABC Form C-3A attached herein, which indicates how the sales tax is to be accounted for on the Bid Proposal Form. **Failure of the Contractor to complete the ABC Form C-3A attachment to the Bid Proposal Form indicating the sales tax as required by Act 2013-205, Section 1 (g) shall render the Bid nonresponsive.**

1.3 Procedures: Contractors and Subcontractors will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. The returns are required to be filed through ADOR's online tax return filing and payment portal, My Alabama Taxes (<https://myalabamataxes.alabama.gov>).

END OF SECTION 0070

ACCOUNTING OF SALES TAX

Attachment to ABC 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:

	<u>ESTIMATED SALES TAX AMOUNT</u>
BASE BID:	\$ _____
Alternate No. 1 (.....) <small>(Insert key word for Alternate)</small>	(add)(deduct) \$ _____
Alternate No. 2 (.....)	(add)(deduct) \$ _____
Alternate No. 3 (.....)	(add)(deduct) \$ _____
Alternate No. 4 (.....)	(add)(deduct) \$ _____
Alternate No. 5 (.....)	(add)(deduct) \$ _____
Alternate No. 6 (.....)	(add)(deduct) \$ _____

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 _____



22258 University of North Alabama Rogers Hall Renovation

SECTION 0080– UNIFORM DOCUMENTS AND STANDARD FORMS

PART 1 – GENERAL

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following documents prepared by the Alabama Building Commission shall apply to and form a part of the Contract Documents for this project. The forms used shall be the current edition. These uniform documents and standard forms are attached herein.
1. ABC Form C-5 Construction Contract
 2. ABC Form C-8 General Conditions of the Contract for Construction
- B. Original copies must be used for final execution. Forms are available from the Alabama Building Commission at <http://www.bc.alabama.gov> .

1.2 ADMINISTRATIVE FORMS

- A. The following documents prepared by the Alabama Building Commission shall apply to and form a part of the Contract Documents for this project. The forms used shall be the current edition. These uniform documents and standard forms are attached herein.
1. ABC Form C-6 Performance Bond
 2. ABC Form C-7 Payment Bond
 3. ABC Form C-9 General Contractor's Roofing Guarantee
 4. ABC Form C-10 Application and Certificate for Payment
 5. ABC Form C-10SM Inventory of Stored Materials
 6. ABC Form C-11 Progress Schedule and Report
 7. ABC Form C-12 Contract Change Order
 8. ABC Form C-13 Certificate of Substantial Completion
 9. ABC Form C-14 Form of Advertisement for Completion
 10. ABC Form C-15 Detail of Project Sign
- B. Original copies must be used for final execution. Forms are available from the Alabama Building Commission at <http://www.bc.alabama.gov> .

END OF SECTION 0080

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

BC Project No.

CONSTRUCTION CONTRACT

(1)

(2) This Construction Contract is entered into this day of in the year of
(3) between the **OWNER(s)**,

(4) and the **CONTRACTOR**,

(5) for the **WORK** of the Project, identified as:

(6) The **CONTRACT DOCUMENTS** are dated and have been amended by
(7) **ADDENDA**

(8) The **ARCHITECT** is

(9) The **CONTRACT SUM** is Dollars
(\$) and is the sum of the Contractor's Base Bid for the Work and the following

(10) **BID ALTERNATE PRICES:**

(11) The **CONTRACT TIME** is () calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (ABC 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 be commenced on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Technical Staff, Alabama Building Commission, 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", ABC Form B-7

(13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)*

(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. Bid Limit: Classification:

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.

APPROVALS	CONTRACTING PARTIES
<p>By _____</p> <p style="text-align: center;">STATE OF ALABAMA BUILDING COMMISSION <i>(Not required for locally-funded, SDE projects.)</i></p> <p>By _____ Director, Technical Staff</p>	<p style="text-align: center;">Contractor</p> <hr/> <p>By _____ Name & Title _____</p> <p style="text-align: center;">Owner</p> <hr/> <p>By _____ Name & Title _____</p>

SURETY'S BOND NUMBER

PERFORMANCE BOND

USE BLACK INK ONLY

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

(1) **PERFORMANCE BOND**
USE BLACK INK ONLY

(2) The **PRINCIPAL** *(Name and address of Contractor as appear in the Construction Contract)*

(3) The **SURETY** *(Name and Principal Place of Business)*

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

(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 "Checklist", ABC 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) **ATTEST:** _____ **CONTRACTOR as PRINCIPAL:** _____

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety: _____ **SURETY:** _____

By _____

Name

By _____

Address Name and Title

(11) **NOTE:** Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

SURETY'S BOND NUMBER

(1) **PAYMENT BOND**

USE BLACK INK ONLY

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

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

(3) The **SURETY** *(Name and Principal Place of Business)*

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

(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 "Checklist", ABC 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

SIGNED AND SEALED this _____ day of _____, _____.

(8)

ATTEST:

CONTRACTOR as PRINCIPAL:

(9)

By _____

Name and Title

(10)

Countersigned by
Alabama Resident Agent for Surety:

SURETY:

By _____

Name

By _____

Address

Name and Title

(11) NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

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 BUILDING COMMISSION:** The Technical Staff of the Alabama Building Commission.
- 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. BC PROJECT INSPECTOR:** The member of the Technical Staff of the Alabama Building Commission to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.
- D. COMMISSION:** The Alabama Building Commission, or any agency that may be designated by the Legislature as its successor.
- E. 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)
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. DIRECTOR:** The Director of the Technical Staff of the Alabama Building Commission.
- K. 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.
- L. 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.
- M. OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner" as used herein shall be synonymous with the term "Awarding Authority" as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor's obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

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

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

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

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

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

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

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

(5) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(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 4reasonable 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, BC 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 ABC' Form C-11, "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, ABC Form C-11 shall also be prepared, updated, and submitted as described in preceding Paragraph B.
- 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 endangers 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, BC 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, BC 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 BC Project Inspector as a representative of the Alabama Building Commission.

(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 BC Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the BC 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 BC 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 BC 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 BC 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 BC PROJECT INSPECTOR

(1) The BC 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 BC Project Inspector shall have the authority to:

(a) reject Work that is not in compliance with the State Building Code adopted by the Commission, unless the Work is in accordance with the Contract Documents in which case the BC 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 BC Project Inspector.

(3) The BC 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 BC 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 BC Project Inspector will be transmitted to the Owner, Contractor, and Architect.

(4) The BC 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 BC 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^{2-s} 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.

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%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. 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. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. 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, BC 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 \$50,000):

(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 over \$50,000):

(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. FREOUENCY 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 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 prepared on 8 1/2" × 11" paper in a format that is acceptable to the Architect and Owner 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 monthly Application 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.

(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 monthly 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

D. MATERIALS STORED OFF SITE

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

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

E. RETAINAGE

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

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

F. CONTRACTOR'S CERTIFICATION

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

(2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Architect and Owner may advise Subcontractors

and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.
- B. Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:
- (1) The Architect will approve and certify the Application as submitted and forward it 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 Building Commission.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor’s notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor’s notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.
- D. **CERTIFICATE of SUBSTANTIAL COMPLETION**
- (1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Alabama Building Commission.
- (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 Building Commission 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, ABC 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 Building Commission 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.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims 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, if any, to Final Payment to Contractor.
- (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.

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 BC 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 \$50,000:** The Owner, 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 published one time in a newspaper of general circulation, published in the county in which the Owner is located and shall post notice of completion of the Contract on the Owner's bulletin board for one week, and shall require the Contractor to certify under oath that all bills have been paid in full. Final payment may be made at any time after the notice has been posted for one entire week.

(2) **If the Contract Sum is more than \$50,000:** 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 four successive weeks in some newspaper of general circulation published within the city or county where the Work was

performed. Proof of publication of the Advertisement for Completion, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

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 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" (ABC 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 Building Commission.

(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 Building Commission.

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 Building Commission, 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

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 worker's 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 Building Commission, 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 Building Commission, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella 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/Excess Umbrella Limits of:

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

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

- .1 The policy shall name the Owner, Architect, Alabama Building Commission, 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.”

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 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 to the extent covered by builder's risk insurance or other property 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 survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

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, 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 amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, 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 Building Commission, 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 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.

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 Building Commission, 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 steel produced in the United States if the Contract Documents require the use of 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

(Not required for locally-funded SDE projects.)

If the Contract Sum (as awarded) is \$100,000.00 or more, the Contractor shall furnish and erect a project sign as shown in "Detail of Project Sign" (ABC Form C-15) bound in the Project Manual. 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 sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner.

END of
GENERAL CONDITIONS of the CONTRACT

GENERAL CONTRACTOR'S ROOFING GUARANTEE

B. C. Project No. _____ _____

Project Name & Address	Project Owner(s) & Address
------------------------	----------------------------

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

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

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

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 20 _____.

General Contractor's Authorized Signature

Typed Name and Title

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. _____

DATE: _____

B.C. No. _____

TO OWNER:	PROJECT
FROM CONTRACTOR: FEIN _____	Architect/Engineer

TOTAL ORIGINAL CONTRACT
CHANGE ORDER(S) Numbers _____ through _____
TOTAL CONTRACT TO DATE

\$
\$
\$

1. Work Completed to Date per attached Schedule of Values (_____ %)	\$
2. Stored Materials: <i>(Attach list or Form ABC C - SM, Inventory of Stored Materials.)</i>	\$
3. Total Completed Work and Stored Materials	\$
4. Less Retainage	(\$ _____)
5. Total Due	\$
6. Less Total Previous Payments	(\$ _____)
7. Balance Due This Estimate	\$

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 _____

(Title)

Sworn and subscribed before me this _____ day of _____

Notary Public L. S.

ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect'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.

(Architect)

By _____

Date _____

APPROVALS

Approved by _____
(Owner)

Signature

Date _____

Approved by _____

Signature

Date _____

INVENTORY OF STORED MATERIALS

Project:

For Estimate No. _____

For Period Ending _____

Contractor:

B. C. No. _____

A	B	C	D	E	F
DESCRIPTION	MATERIALS STORED LAST PERIOD	PURCHASED THIS PERIOD	TOTAL COLUMNS B + C	MATERIALS USED THIS PERIOD	MATERIALS PRESENTLY STORED

To be used as documentation to support value of Stored Materials reported on APPLICATION AND CERTIFICATE FOR PAYMENT.

Page ____ of ____

PROGRESS SCHEDULE AND REPORT

PROJECT

CONTRACTOR:

ARCHITECT:

DATE OF REPORT

PROCEED DATE

**PROJECTED
COMPLETION DATE**

B.C. No.

WORK DIVISION

%

AMOUNT

1. GENERAL REQUIREMENTS

2. SITEWORK

3. CONCRETE

4. MASONRY

--

5. METALS

6. WOOD AND PLASTIC

7. THERMAL AND
MOISTURE PROTECTION

8. DOORS AND WINDOWS

-

9. FINISHES

10. SPECIALTIES

11. EQUIPMENT

12. FURNISHINGS

13. SPECIAL CONSTRUCTION

14. CONVEYING SYSTEMS

15. MECHANICAL

16. ELECTRICAL

TOTAL ORIG. CONTRACT

100%

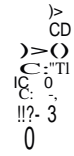
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%

ANTICIPATED DRAW IN \$1,000

ACTUAL DRAW IN \$1,000



USE ADDITIONAL SHEETS IF JOB IS



LEGEND: ANTICIPATED ACTIVITY

ACTUAL ACTIVITY

ANTICIPATED CASH FLOW

ACTUAL CASH FLOW

SCHEDULED MORE THAN 12 MONTHS

0 1 2

CONTRACT CHANGE ORDER

Change Order No. _____ Date _____ B.C.No. _____

TO: <i>(Contractor)</i>	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.)*

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 _____ *(Insert "None" or No. of 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.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

Contractor

By _____
(Attach current Power of Attorney)

By _____
Name & Title _____

RECOMMENDED

By _____
Architect

APPROVALS
STATE OF ALABAMA BUILDING COMMISSION
(Not required for locally-funded SDE projects)

(Awarding Authority)

By _____
Director, Technical Staff

By _____
Name & Title _____

By _____

TO: **STATE OF ALABAMA**
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, AL 36130-1150
(334) 242-4082 FAX (334) 242-4182

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON REVERSE SIDE

BC# _____

OWNER(S):	ARCHITECT:
CONTRACTOR:	BONDING COMPANY:
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 should be routed for signature. B.C. office will forward the original to the Owner and provide copies to all other parties.

RECOMMENDED BY: ARCHITECT: _____	DATE: _____
CONTRACTING PARTIES: CONTRACTOR _____	DATE: _____
OWNER _____	DATE: _____
	DATE: _____
APPROVALS:	DATE: _____
BUILDING COMM.INSPECTOR: _____	DATE: _____
BUILDING COMM. CHIEF INSPECTOR: _____	DATE: _____
BUILDING COMM. DIRECTOR: _____	DATE: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

Only one (1) originally executed substantial completion form should be routed for signature. B.C. office will forward the original to the owner and provide copies to all other parties.

ARCHITECT/ENGINEER: Please forward to Contractor after signature and date. Please provide Owner with local B.C. Inspector's name & home address.

CONTRACTOR: Please forward to Owner after signature and date.

OWNER: Please forward to local B.C. Inspector's home address after signature and date. You may contact B.C. office at (334) 242-4082 if B.C. Inspector's name/address is needed.

B.C. INSPECTOR: Will forward document to B.C. office for review and distribution.

NOTICE

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

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

(Contractor)

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

at _____

(Insert location data in County or City)

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

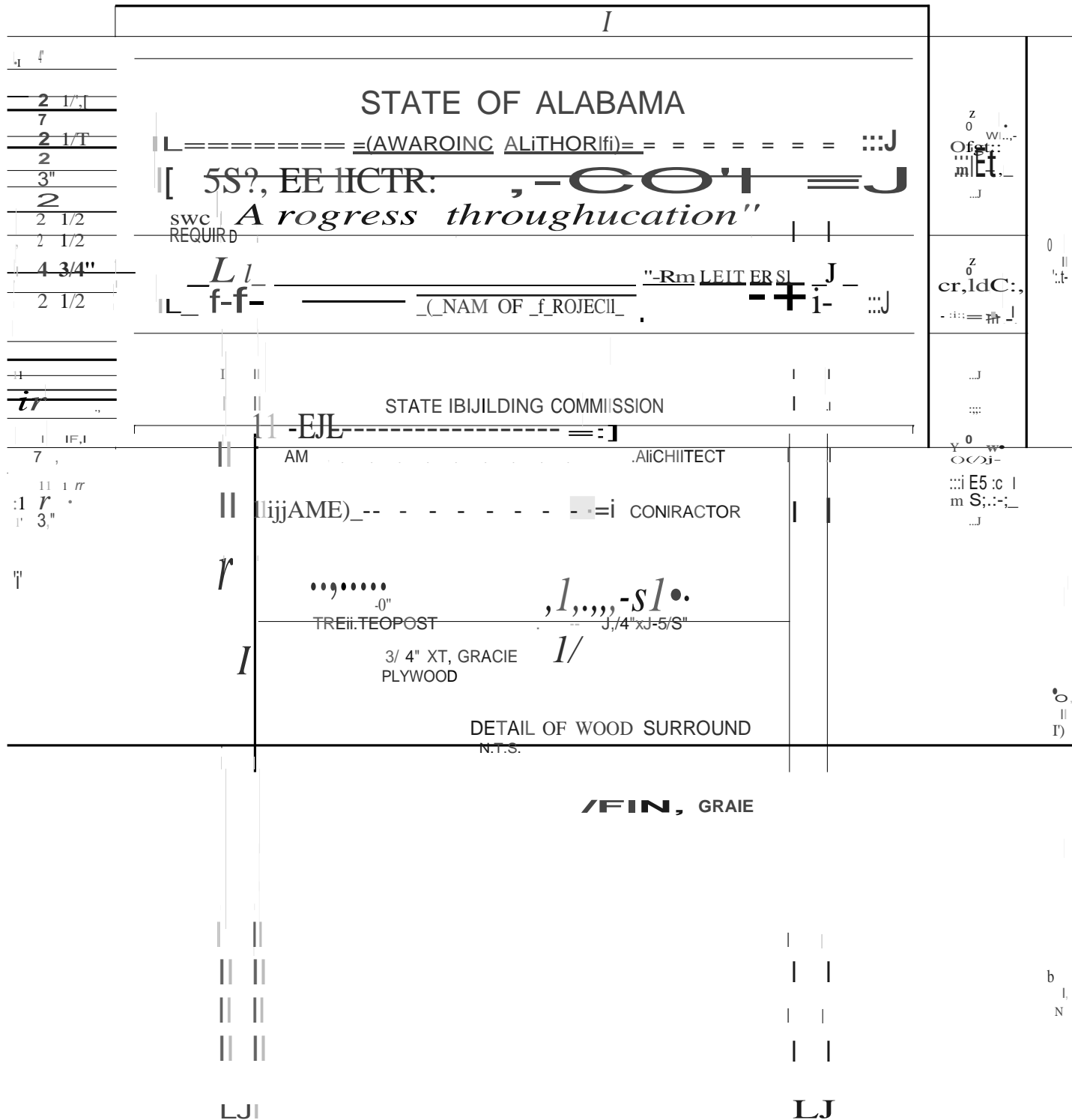
(Architect)

(Contractor)

(Business Address)

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

WOOD SURROUND



NOTES:

- 1.) SIGN TO BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD.
- 2.) PAINT WITH 2 COATS BEST GRADE EXTERIOR PAINT BEFORE LETTERS ARE PAINTED.
 OPTION;
 IN UEU OF PAINTED LETTERING ON PLYWOOD, A CORRUGATED PLASTIC SIGN (DISPLAYING THE SAME LETTERING LAYOUT AND COLORS AS ABOVE) MAY BE SECURED DIRECTLY TO

THE UNPAINTED EXT. GRADE PLYWOOD.

- 3.) SIGN SHALL BE PLACED IN A PROMINENT LOCATION AND EASILY READABLE FROM EXISTING STREET OR ROADWAY
- 4.) SIGN SHALL BE MAINTAINED IN GOOD CONDITION UNTIL PROJECT COMPLETION,



22258 University of North Alabama Rogers Hall Renovation

SECTION 0090 – SUPPLEMENT TO THE GENERAL CONDITIONS OF THE CONTRACT

PART 1 – GENERAL

1.1 GENERAL

The General Conditions of the Contract are revised by ABC Form 8-S, Supplement to the General Conditions, and Attachment B, attached herein.

END OF SECTION 0090

**SUPPLEMENT
to the
GENERAL CONDITIONS of the CONTRACT**

1. Article 19 "Changes in the Work", Paragraph B (1) is modified as follows:

(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 credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Architect, approved by the Owner, and must also be approved by the Director.** 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. Article 19 "Changes in the Work", Paragraph B (3) (f) is modified as follows:

(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 credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Architect,**

approved by the Owner, and must also be approved by the Director. 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.

END of SUPPLEMENT to the
GENERAL CONDITIONS of the CONTRACT

ATTACHMENT B
to the
GENERAL CONDITIONS of the CONTRACT

(MANDATORY FOR PROJECTS COVERED THROUGH
THE STATE INSURANCE FUND (SIP))

1. Article 37 "Contractor's and Subcontractors' Insurance", Paragraph Eis modified as follows:

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.

-

END of ATTACHMENT B to the
GENERAL CONDITIONS of the CONTRACT



22258 University of North Alabama Rogers Hall Renovation

SECTION 00100 - MODIFICATIONS TO THE GENERAL CONDITIONS

PART 1 - GENERAL:

1.1 Contract Time: (Article 32) the work shall be commenced within 7 days following the date of the Proceed Order and the work shall be substantially complete, ready for use and occupancy in 60 days.

1.2 Contractor's and Subcontractor's insurance: (Paragraph No. 37) the limits of insurance coverage required shall be revised to the following:

* Insurance coverage shall be not less than the following:

A. Workmen's Compensation... STATUTORY

Employer's Liability. \$ 500,000

B. Public Liability (Per Person/Per Occurrence):

- 1. Bodily and Personal Injury..... \$ 500,000/\$ 1,000,000
- 2. Property Damage.....\$ 100,000/\$ 100,000

C. Automobile Liability (Per Person/Per Occurrence):

- 1. Bodily Injury. \$ 500,000/\$ 1,000,000
- 2. Property Damage.....\$ 100,000/\$ 100,000

D. Builders' Risk Insurance - See Paragraph 33 of the General Conditions.

E. Umbrella Liability Policy (Minimum):.....\$ 1,500,000

1.3 Pre-Construction Conference: The successful contractor for this work shall attend a pre-work conference at such time and place designated by the architect prior to performing any work on the contract.

1.4 Compliance with Occupational Safety and Health Act of 1970: The design, construction and all equipment installed in and used in the construction of this job shall comply with the requirements of the standards issued pursuant to Public Law 91-595 (20 U.S.C. 651), "Occupational Safety and Health Act of 1970".

1.5 Liquidated Damages: (Paragraph 49) the daily liquidated damages for this project shall be one thousand dollars (\$1000.00) for each calendar day after the expiration of the contract time.

1.6 Supplement to the General Conditions of the Contract: Comply with requirements of Section 00 80 00 of the Project Manual.

END OF SECTION 00100



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SECTION 00200 – PERMIT APPLICATION

PART I –GENERAL

1.1 Permit Application Information.

A. Permit Application: Complete construction building permit application and file with City of Florence, Alabama, Building Department within five days of the Notice of Award. This fee shall be paid by the General Contractor to the City of Florence.

B. See Specification for additionally required DCM Construction Permit and Inspection Fees.

END OF SECTION 00200



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SECTION 01010 - SUMMARY, ALTERNATES, ALLOWANCES

PART 1: GENERAL

1.1 RELATED DOCUMENTS:

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

CONSTRUCTION CONTRACT:

- A. The Construction Contract form shall be as indicated in the Project Manual.
- B. If the Bidder so desires, blank copies of these forms are available from the Architect's office.

1.2 PROJECT/WORK IDENTIFICATION

A. The name of the project is 22258 Rogers Hall Renovation located at the University of North Alabama, in Florence, AL. The date of these Contract Documents is shown on the Drawings and cover of the Project Manual.

B. Contract Documents indicate the Work of this contract, and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include but are not necessarily limited to the following:

1. Existing site conditions and restrictions.
2. Alterations and coordination with existing construction.
3. Alternates to the work of the Contract.
4. Allowances established as Work of Contract.
5. Requirements for partial Owner occupancy prior to substantial completion of the entire Contract work (see Alternates).
6. Other work to be performed concurrently by Owner and/or his Forces.

C. Contract documents can be summarized by the following items:

1. Drawings as listed in "Drawing Index" bound herewith &/or on the cover sheet of the Drawings.
2. "Instructions & Forms" and "Technical Specifications" as listed in the Project Manual "Table of Contents"
3. Addenda and Modifications to the Contract Documents issued subsequent to the initial printing of this Project Manual.



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4. Governing regulations, which have a bearing on the performance of the work; copies can be obtained from or reviewed at the local, state and/or federal agency responsible for the regulation in each case.

D. It is the responsibility of the General Contractor and the subcontractors to fully coordinate interrelated work. Refer to the General Notes on the Cover Sheet of the Drawings.

E. Existing site and building conditions and restrictions:

1. Verify all existing building conditions & coordinate the Work of this Contract for all items to be altered, repaired, replaced or rebuilt. The Contractor shall take extra steps of caution as are necessary to execute this contract without damage to any remaining & sound portion of the building & its contents. The Contractor shall also take extra steps to communicate this fact to his workers & subcontractors.
2. Contractor shall take proper precautions to insure protection of the existing walks, driveways & parking areas & the surroundings while the Work is being done in that area. Existing trees & shrubs that are located along the Work area shall be protected as much as possible.
3. Verify all existing site conditions including fences, walks, roads, utilities, trees, etc. located at & adjacent to the area where the Work is to be performed.
4. Document any existing damage (prior to this Work) to the existing construction within the vicinity of this Work using photographs and written descriptions. Present a copy of such documentation to the Architect and Owner prior to beginning this Work.
5. The Owner will continue to occupy & use N.I.C. (Not In Contract) portions of the existing building during this project. Contractor shall coordinate with the Owner on use of the existing building and surrounding area during the project to minimize conflicts and to facilitate Owner's usage. Contractor shall attempt to perform all Work in & adjacent to the existing building area as quickly as possible so as not to interfere with normal functions.
6. The N.I.C. portions of the existing buildings are restricted areas. The Contractor, his employees & Subcontractors will not be allowed into these areas except to perform work that is a part of this project.
7. The Contractor shall use proper "dust walls", duct filters, etc. to prevent dust migration into areas that are being used by the Owner.
8. Contractor shall take proper precaution to insure protection of inside of building and to maintain the existing building in a safe and weather tight condition while tie-in of new Work and demolition of existing items is being done. Contractor shall be responsible for damages to Owner's property caused by weather and other construction activities during this period and shall restore damaged areas to conditions they were found prior to start of construction.
9. Location of materials and equipment storage prior to and during construction and access to the site shall be coordinated with the Owner. Contractor shall erect signs as well as acquaint all subcontractors, suppliers, workers, etc. as necessary to direct vehicles, equipment, and personnel to areas designated for Contractor's use during construction.



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10. Contractor shall protect general public from construction operations. Use proper barriers, fences, covered passageways, signage, etc. as protection and warning, as required by authorities having jurisdiction.
11. Protection of all adjacent materials (such as metal panels, brick, columns, beams, doors, windows, etc.) walks, automobiles, and other site improvements shall be provided at all times. Damaged items shall be replaced.
12. Keep existing driveways and entrances serving the premises for Owner's employees clear and accessible to the Owner and his employees at all times during the Owner's working hours. Do not use these areas for vehicles parking of construction workers or storage of materials. Parking shall be coordinated with the Owner.
13. "Repair and Clean-up" of all damaged and soiled existing paving, curbs, drainage structures, etc. as a result of Work by this Contractor is the responsibility of this Contractor. Repair of existing landscaping damaged by this Contractor outside of the "limit of work" of this project is the responsibility of this Contractor. Landscaping within the "limit of work" is a part of this project. The Contractor and Architect shall prepare a list of existing damage or soil in the work area prior to beginning work to list preexisting damage or soil.

F. Alterations and coordination:

1. Requirements for coordination & alterations with existing work are shown on the drawings. Specific definitions & explanations are noted where required to accommodate & interface properly with existing work & the primary work of this Contract.

G. Other work to be performed concurrently by Owner or by separate contractors:

1. During the Contractors performance of the work of this Contract (prior to substantial completion), the Owner may (at his option) proceed with additional work on the project; and this work may be performed by separate contractors:
2. The General Contractor of the Building Construction shall be responsible for coordination and scheduling and allow the Owner's employees or engaged separate contractors access to project and work with him in every respect to achieve the finish building as proposed and shown on the Contract Documents.

H. Alternates:

1. General: The description herein for each alternative is recognized to be incomplete & abbreviated, but implies that each change must be complete for the scope of Work affected. Refer to applicable specification sections (Division 2 through 16), & to applicable drawings, for specific requirements of the Work, regardless of whether references are so noted in description of each alternate. Coordinate related work & modify surrounding work as required to properly integrate with the work of each alternate. It is recognized that descriptions of alternates are primarily scope definitions, and do not necessarily detail full range of materials & processes needed to complete the work as required.



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I. Allowances:

1. Refer to appropriate Specification Sections such as Brick, Signage, etc. for Allowances to be included in the Bid/Contract Sum. The Allowances include all shipping costs and local state and federal taxes. All expenditures of Allowances must be approved by the Architect prior to performance of any work.
2. In addition to Allowances for specific items, **the Base Bid shall INCLUDE \$10,000 CONTINGENCY ALLOWANCE.** This Contingency Allowance is to be used for unforeseen conditions, unforeseen events, and Change Orders that may occur during construction. The unused balance of this Contingency Allowance shall be refunded to the Owner upon completion of the project.
3. The Contractor shall solicit no less than three (3) bids from manufacturers/suppliers for specified materials and submit all to the Architect for his and the Owner's review. (Prices shall be held for 30 calendar days following submittal to Architect).
4. If the selected bid for specified materials is more or less than the "cash allowances", the Contract Price shall be adjusted accordingly. The adjustment price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expense.

J. Unit Prices (if required):

1. Submit proposal and recommendations as required for preparation of change orders. For Unit Prices, submit substantiated quantity survey, and allow justification of margins for cutting, losses and similar wastes. No mark-up will be permitted on allowance change orders due to actual cost being higher than the allowance.
2. The actual amounts will be determined during construction and the base bid will be adjusted by change order according to the unit prices as listed in the Bid Form.

1.4 TIME FOR CONSTRUCTION:

A. All work to be performed on this project as outlined on the drawings and within these specifications shall be "Substantially Complete" within the time noted on the bid form by the accepted low bidder. Time for construction is based on consecutive calendar days from Owners "Notice to Proceed". Coordinate with the General Conditions of the Contract for Construction.

B. Liquidated damages will be assessed against the General Contractor for time required beyond the contract "time for construction". Coordinate with the General Conditions of the Contract for Construction.

1.5 RETAINAGE:

Retainage shall be as outlined in the Contract for Construction and/or the General Conditions.

END OF SECTION 01010



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SECTION 01300 - SUBMITTALS

PART 1: GENERAL

1.1 GENERAL:

A. The provisions of this section apply to required submittals, related to units of work, not to administrative submittals including payment requests, insurance certificates and progress reports. In addition to the specific provisions of General and Supplementary Conditions related to submittals, specification sections of Divisions 2 through 16 contain submittal requirements. Specific requirements in other sections have precedence over general requirements of this section.

1.2 PROCEDURAL REQUIREMENTS:

A. General: Coordinate submittals with progress schedule and actual progress of the work; allow 2 weeks for Architect's/Engineer's initial processing of submittals requiring review and return. Use a special transmittal form to establish complete record of submittals. Provide copies required by governing authorities which are in addition to copies specified for submittal to Architect.

B. Copies of Shop Drawings: Initially submit 4 blue/blackline prints for approval. A minimum of 2 copies will be returned. After approval, submit 2 prints of corrected shop drawings to Architect for file; distribute number required for job use and distribution.

C. Copies of Product Data: Mark each copy to indicate actual product to be provided; show selections from among options in manufacturer's printed product data. Except as otherwise indicated, submittal is for information and record (not for Architect's approval). Submit 4 copies to Architect for review.

D. Samples: Submit samples to the Architect for approval accompanied by a letter of transmittal from Contractor which includes a list of samples, name of project, Contractor, manufacturer, and brand. Sample submittals are for Architect's observation of color, texture, pattern and "kind" as applicable.

E. All shop drawings and product data submittals shall have been checked, signed and dated by the Contractor prior to submittal to the Architect for approval. Submittals received without Contractor's approval will be returned to the Contractor for resubmittal.

PART 2: PRODUCTS (NOT APPLICABLE)

PART 3: EXECUTION (NOT APPLICABLE)

END OF SECTION 01300



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SECTION 01500 - TEMPORARY FACILITIES

PART 1: GENERAL

1.1 SANITARY FACILITIES:

- A. Provide and maintain on the site for the duration of the Contract temporary toilet facilities for use of all personnel.
- B. Toilets shall be maintained in a sanitary condition and shall comply with all applicable codes and Health Department requirements.

1.2 TEMPORARY FENCING, BARRICADES, SCAFFOLDS, & SAFETY DEVICES:

- A. Provide, erect and maintain all fencing, barricades, scaffolding, staging, platforms, runways, temporary flooring, guards, railing, temporary stairs, lanterns, and safety devices, etc., as required by local, state, and federal codes or laws for the protection of workmen or the public.
- B. The construction, inspection and maintenance of the above items shall comply with all the safety codes and regulations applicable to the Project.

1.3 TEMPORARY LIGHT & POWER:

- A. The Owner will provide adequate electric service for all temporary light and power.
- B. Each Contractor shall provide his own wiring, lighting, outlets, etc., as required to extend from the point of service to his work.
- C. The permanent installation may be used for temporary work as it becomes available.

1.4 TEMPORARY WATER SUPPLY:

- A. The Owner will provide temporary water service.
- B. The Contractor shall provide any and all hose required to extend from the point of service to his work.

1.5 REMOVAL:

- A. Remove all temporary facilities from the premises at the completion of the Contract.

PART 2: PRODUCTS (NOT APPLICABLE)

PART 3: EXECUTION (NOT APPLICABLE)

END OF SECTION 01500



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SECTION 01600 - PRODUCTS & SUBSTITUTIONS

PART 1: GENERAL

1.1 GENERAL:

A. Where possible, provide entire required quantity of each generic product, material or equipment from a single source; and where not possible to do so, match separate procurements as closely as possible. To the extent the selection process is under Contractor's control, provide compatible products, material and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by manufacturers for applications indicated.

1.2 PRODUCT SELECTION LIMITATION:

A. Where single products or two or more products are named, it shall be understood as descriptive of a type or style of material required. Other brands or makes of equal quality and utility may be bid on, subject to the Architect's written approval issued five (5) days or more before date of bid opening.

B. The phrase "or equal" referred to throughout these Specifications shall mean that written approval of such materials must be obtained from the Architect. Manufacturers desiring to submit a bid for an "equal" must submit full data covering the product to the Architect in ample time to be evaluated and a written approval issued by the Architect no later than five (5) days prior to date of bid opening.

C. Compliance with Standards: Selection of product which complies with requirements, including applicable standards, is Contractor's option where no product names are indicated.

D. Performance Requirements: Selection of product which has been tested to show compliance with requirements, including indicated performances, is Contractor's option where no product names are indicated.

E. Prescriptive Requirements: Selection of product which has been certified by manufacturer to comply with requirements, including performances, is Contractor's option where no product names are indicated.

PART 2: PRODUCTS (NOT APPLICABLE)

PART 3: EXECUTION (NOT APPLICABLE)

END OF SECTION 01600



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SECTION 01700 - PROJECT CLOSEOUT

PART 1: GENERAL

1.1 GENERAL:

- A. Contractor's one-year written warranty on all materials, equipment and workmanship, as provided for in the General Conditions.
- B. One-year written warranties on materials, equipment and workmanship from plumbing, heating-air conditioning, and electrical subcontractors, and from other subcontractors where required by the specifications.
- C. Operating and maintenance instructions for all mechanical or electrical equipment, or any other item furnished under this contract requiring maintenance at the building. These shall be furnished all at one time, in neatly bound form.
- D. Evidence that all indebtedness has been paid to subcontractors and material suppliers. (Affidavits from each if requested by Architect).
- E. One set of Record Drawings and Specifications. This shall be prepared on a set in good condition, from a record set that has been kept in the field office throughout the construction period. This shall be a set that has had recorded on it all deviations from the construction indicated by the Contract Drawings and Specifications, at the time the change is completed.
- F. Roofing and flashing guarantees and warranties.
- G. Certificates of Compliance where required by the Specifications.
- H. Extra materials stock where required by the Specifications.

PART 2: PRODUCTS (NOT APPLICABLE)

PART 3: EXECUTION (NOT APPLICABLE)

END OF SECTION 01700



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SECTION 01710 - CLEANING

1. GENERAL

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

1.1. DESCRIPTION OF WORK:

- 1.1.1. The extent of general cleaning work required, during the performance of the Work and as required prior to final acceptance of the project, is specified by provisions of this section.
- 1.1.2. Special cleaning requirements for specific units of work are specified within the various Specification sections.

2. PRODUCTS (NOT APPLICABLE).

3. EXECUTION

3.1. CLEANING:

- 3.1.1. No rubbish shall be allowed to accumulate or be allowed to remain on the premises of job site beyond a reasonable length of time. Particular attention shall be given to this requirement.
- 3.1.2. All rubbish shall be lowered by way of chutes, taken down on hoists, or lowered in receptacles. Under no circumstances shall any rubbish or waste be dropped or thrown from one level to another within or outside the building.
- 3.1.3. Immediately after unpacking materials, all packing case lumber or other packing materials, excelsior, wrapping and other like flammable wastes shall be collected and removed from the building premises.
- 3.1.4. Care shall be taken by all workmen not to mark, soil or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workmen, the Contractor or any of his subcontractors shall clean and restore such surfaces to their original condition.
- 3.1.5. Each subcontractor engaged upon the work shall bear his full responsibility in cleaning up immediately upon completion of his work in accordance with all provisions under this heading and he shall cooperate with the contractor to that effect. This shall in no way be construed to relieve the contractor of his responsibility for leaving all work in a clean and proper condition, satisfactory to the Owner.
- 3.1.6. Before final acceptance of the work, all ceiling and wall surfaces, floors, window and doorframes, glass, hardware, equipment, etc. shall be thoroughly cleaned as required. Glass shall be cleaned on both sides. Glass damaged in cleaning shall be replaced by the contractor at his expense.

END OF SECTION 01710



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SECTION 01790 - COLOR SELECTION PROCEDURE

1.00 GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and/or Supplementary Conditions and Division 1 Specifications sections, apply to the work of all technical sections.

1.02 DESCRIPTION OF WORK

The work of this section consists of providing information to the Architect so that colors may be selected for the project in a timely manner.

1. No extension of time or extra cost will be considered due to materials or equipment delays as a result of the color submittal process. Note, it is the responsibility of the Contractor to submit all required color samples in a timely manner. A Color Schedule cannot be released until the majority (or all) samples are submitted to the Architect for selection. Please submit all color samples as early as possible so as not to incur unnecessary delays.
2. The complete color submittal shall be provided to the Architect as soon as possible after the notice to proceed and a minimum of 30 days prior to the first color selection being required by the contractor.

NOTE: Colors selections required for materials and equipment with exceptionally long lead times shall be indicated on the transmittal for accompanying the color submittal.

3. The submittal shall be clearly marked for Color Selection.
4. Provide current & complete sets of samples for each item requiring a color selection.
5. No colors will be selected until the complete color submittal (all samples) has been made.
6. Upon receipt of the complete color submittal from the Contractor, the Architect will then prepare the color selections for approval by the Owner. The color schedule will be provided to the contractor within five (5) working days after the Owner's approval.
7. Sample checklists follow. The following is a general "Sample" checklist of items which typically require color selection, and require color samples. It is not intended to be complete, nor are all items on the sample checklist usually included in any one project. This checklist is for convenience only and is not considered in any way a part of any Instructions, Specifications, or other Contract Documents. OMISSION OF AN ITEM FROM THIS LIST DOES NOT INDICATE THAT ITEM IS NOT PART OF THE WORK. Refer to the Contract Documents for the complete Work to be included.
8. After the Contractor submits sufficient color samples, this form may serve as the Color Schedule form (if suitable). Color selections will be made & delivered to the Contractor on this or a similar form.

END OF SECTION 01790



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SECTION 02070 - SELECTIVE DEMOLITION

1. GENERAL

1.1. RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2. DESCRIPTION OF WORK:

1.2.1. Extent: Extent of selective demolition work is indicated on Drawings. Demolitions includes, but is not limited to, the selective removal and subsequent off-site disposal of the following:

1.2.1.1. Removal of existing metal conductor head and downspouts indicated to "remove".

1.2.1.2. Removal of existing handrails/guardrails indicated to "remove".

1.2.1.3. Related Work Specified Elsewhere:

1.2.1.4. Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for reuse and incorporated into remodeling or new construction.

1.3. SUBMITTALS:

1.3.1. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's Representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.

1.3.2. Sequence: Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on site operations.

1.4. JOB CONDITIONS:

1.4.1. Occupancy: Owner will begin to occupy areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in a manner that will minimize the need for disruption of Owner's normal operations. Provide a minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

1.4.2. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Bidders are required to visit the project site prior to submitting bids.

1.4.3. Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

1.4.4. Storage or Sale: Storage or sale of removed items on site will not be permitted.

1.4.5. Protections: Provide temporary barricades and other forms of protection as required to protect



Owner's personnel and general public from injury due to selective demolition work.

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1.4.5.1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of building.

1.4.5.2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

1.4.6. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

1.4.7. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

1.4.8. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

2. PRODUCTS (not applicable)

3. EXECUTION

3.1. Inspection: Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's Representative prior to beginning work.

3.2. Preparation:

3.2.1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

3.2.2. Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operation.

3.2.3. Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.

3.2.4. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.

3.3. Demolition:

3.3.1. Manner: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.



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- 3.3.2. Sequence: Perform sequence of demolition and removal work to ensure uninterrupted progress of Owner's on site operations.
 - 3.3.3. Equipment Loads: Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
 - 3.3.4. Pollution: Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 - 3.3.5. Unanticipated Elements: If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from
 - 3.3.6. Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without delay.
- 3.4. Disposal of Demolished Materials:
- 3.4.1. Disposal: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
 - 3.4.2. Hazardous Materials: If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure of environmental pollution.
 - 3.4.3. Burning: Burning of removed materials is not permitted on project site.
- 3.5. Clean-Up and Repair:
- 3.5.1. Completion: Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 3.5.2. Repair: Repair demolition performed in excess of that required. Return structures and surfaces to remain, to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02070



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SECTION 06050 – SELECTIVE DEMOLITION FOR WOOD

SUMMARY PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

Section 06100 Rough Carpentry.

Section 06201 Exterior Finish Carpentry.

Section 06990 Wood Repairs

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of the building cornice, soffit, and crown mold as shown on drawings while retaining supporting framing, roof and concealed gutter and down spouts.
2. Removal of other deteriorated wood that cannot be restored.
3. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.



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1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed work.
7. Propose protection measures that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

1.6 INFORMATIONAL SUBMITTALS

- A. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- B. Pre-demolition Photographs or Video: Submit before Work begins.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage of sale of removed items or materials on-site is not permitted.



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F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

1.1 PERFORMANCE REQUIREMENTS:

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. If available, review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extend of conflict. Promptly submit a written report to Architect.

E. Survey pf Existing Conditions: Record existing conditions by use of measured drawings preconstruction photographs preconstruction videotapes and templates.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 PREPARATION

A. Site access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section

01 50 00 "Temporary Facilities and Controls."

B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.



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3.3 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows.

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Remove framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.

B. Removed and Salvaged items:

1. Clean salvaged items.
2. Pack or crate items after cleaning: Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.



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4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.6 SELECTIVE DEMOLITION SCHEDULE

A. Existing Construction to be removed: Wood cornice, soffit and crown mold, as shown on drawings.

B. Existing Items to be Removed and Reinstalled: Exterior wood walls, windows and doors may have pieces that are loose, or shifted out of place. Remove these pieces and reinstall when possible. Deteriorated pieces are to be replicated and replaced.

END OF SECTION 06050



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SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Related Work Specified Elsewhere:

1. Section 06050 – Selective Demolition for Wood.
2. Section 06201 - Exterior Finish Carpentry.
3. Section 06990 – Wood Repairs

1.2 SCOPE

- A. Provide and install framing and sheathing for support of replacement wood trim and boards.
- B. Framing and sheathing shall be treated with wood preservative.

1.3 DEFINITIONS

A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.

1.4 SUBMITTALS

A. Product Data:

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.



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1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2- inch nominal thickness or less, unless otherwise indicated.
3. APA Exterior or Exposure 1 Rated Plywood, Grade C-D or better, nominal ½-inch, installed with C face out.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: Use AWPA Category UC3b for exterior construction not in contact with the ground. Use AWPA Category UC2 for interior construction not in contact with the ground.
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat all rough carpentry, unless otherwise indicated.

2.3 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
 1. Rooftop equipment bases and support curbs.
 2. Blocking.
 3. Cants.
 4. Nailers.
 5. Furring.
 6. Grounds.
- B. For items of dimension lumber size, provide No. 2 grade lumber with 19 percent maximum moisture content and any of the following species:
 1. Mixed southern pine; SPIB.
 2. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, OR WWPA.
- C. For items of less than dimension lumber size, provide plywood, DOC PS 1, Exterior, C-C Plugged, not less than 1/2" nominal thickness.



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2.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with

ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: CABO NER-272.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

C. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2306.1, "Fastening Schedule," in the International Building Code.

E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as Required

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.

END OF SECTION 06 10 00



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SECTION 06200 - FINISH CARPENTRY AND MILLWORK

I GENERAL:

- A. Work Description: This section includes generally, but is not limited to all interior and exterior finish carpentry, wood trim, stair-work, cabinetwork, shelving, etc.
- B. Protection: Elevate lumber on the site from floor or ground. If stored outside, cover completely with a waterproof covering material, and make provision for air circulation under the covering.
- C. Standards: All lumber shall be grade marked by SPIB, WWPA, or other grading agency as applicable. Softwood plywood shall be grade marked by APA in accordance with PS 1- 74. Hardwood plywood shall conform to CS-35, and AWI Section 200. Standing and running trim shall conform to AWI Sections 300, Premium Grade. (Custom Grade). Cabinetwork shall conform to AWI Section 400, (Division A).
- D. Submittals: (For Architect's approval before fabrication).
 - 1. . Samples of moulding profiles.

II PRODUCTS:

- A. Interior and Exterior Wood Trim and Mouldings: Clear, paintable softwood species without raised sap grain, such as White Pine or Poplar.
- B. Plywood:
 - 1. Hardwood Plywood:

(Where indicated): Red Oak veneered plywood with fiberboard, particle board or veneer core, with exposed face meeting CS 35 for Premium Grade. Veneer may be Plain Sliced, quarter sliced or rift cut. (No Rotary Cut).
 - 2. Exterior Plywood: A-C EXT. APA.
 - 3. Other Plywood: INT APA, "A" faces where exposed.

III EXECUTION:

- A. Mouldings and trim shall be in longest lengths possible, installed with finish nails; set heads. Cut, fit and install accurately to line and detail. Miters shall be accurately made, with no gaps. Placement shall be plumb and square. Profiles shall be sharp, true, well defined lines.

END OF SECTION 06200



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SECTION 06201 – EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

Section 06050 Selective Demolition for Wood.

Section 06100 Rough Carpentry.

Section 06990 Wood Repairs.

1.2 SUMMARY

A. Section includes exterior millwork in the form of the following:

1. Replacing wood cornice, soffit, and crown mold as shown on drawings.
2. Replacing shutters and insect screens.
3. Repairs to existing exterior woodwork.
4. Replacing wood shutters and screen doors.
5. Repairing, refinishing, and replacing hardware.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.

A. ups:

1. Remove existing wood cornice, soffit and crown mold shown on the drawings as being replaced, sufficient to make a two-foot mock up at grade. Prepare a two-foot mockup of the repair materials to demonstrate aesthetic effects and to set quality standards for materials and execution, and for fabrication and installation.

2. Provide mockup of all other trim pieces that will be replaced.

B. p Drawings:

1. e shop drawings of shutters and screen doors.

2. plans, elevations, and sections, accessory items, and finishes.

3. field-verified dimensions and the following:



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- a. Full-size shapes and profiles with complete dimensions for replacement components and their jointing, showing relation of existing to new components.
- b. Templates and directions for installing hardware and anchorages.
- c. Identification of each new unit and its corresponding window locations in the building on annotated plans and elevations.
- d. Provisions for sealant joints and flashing as required for location.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Pack, deliver, and store products in suitable packs, heavy-duty cartons, or wooden crates; surround with sufficient packing material to ensure that products are not deformed, broken, or otherwise damaged.
- B. Store products inside a well-ventilated area and protect from weather, moisture, soiling, abrasion, extreme temperatures, and humidity, and where environmental conditions comply with manufacturer's requirements. Store lumber and millwork at a minimum temperature of 70°F for not less than 10 days before installation.

1.5 FIELD CONDITIONS

- A. Weather Limitations: Proceed with exterior millwork only when existing and forecasted weather conditions are within the environmental limits and not raining.

PART 2 - PRODUCTS

2.1 WOOD-REPLACEMENT MATERIALS

A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide.

1. Species: Utile or sapele.

B. Match profiles of molding and boards to be replaced. If profiles are not stock patterns, provide knives for milling materials to match existing profile.

C. Wood Preservative: Apply borate preservative treatment to frames before finishing. Apply treatment liberally by brush to joints, edges and ends, top sides, and bottom

2.2 SHUTTERS

A. General: Stile and rail units replicating appearance of existing units with concealed fasteners.

B. Exterior Wood Shutters: Custom fabricated, tight finning, and with operating and latching hardware.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Adams Architectural Woodwork.

b. Beech River Mill

c. Custom Shutter Company.



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- d. Kestrel Shutters & Doors, Inc.
 - e. Kingsland Architectural Millwork.
 - f. Replica Windows.
 - g. Shuttercraft, Inc.
 - h. Timberlane, Inc.
 - i. Weston Millwork Company.
 - j. WOODSTONE Company(The).
2. Operation: Match existing swinging on vertical stile.
 3. Panel Configuration: Louvered, match existing.
 4. Joint Construction: Joints matching existing.
 5. Louver-Slat Construction: Match existing.
 6. Wood Species: Utile or sapele.
 7. Wood Cut: Match cut of existing exterior wood window trim and sash parts.
 8. Wood Shutter Members: Match wood profiles of existing shutters.
 9. Wood Preservative: Apply borate preservative treatment to accessible surfaces of exterior wood shutters before finishing. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.
 10. Hardware: Reuse existing unless otherwise indicated.

2.3 INSECT SCREEN DOORS

A. Wood Insect-Screen Frames: Custom fabricated; tight fitting and removable, replicating appearance of existing insect-screen frames, and with a minimum of exposed fasteners and latches. Provide insect screen doors for six exterior sliding doors and south entrance doors.

1. Joint Construction: Joints matching existing.
2. Wood Species: Utile or Sapele.
3. Insect-Screen Members: Match wood profiles of existing shutters.

B. Copper Wire Fabric: 16-by-16 count per sq. in. mesh of 0.011 – inch-diameter copper wire.

C. Wood Preservative: Apply borate preservative treatment to frames before finishing. Apply treatment liberally by brush to joints, edges and ends, top sides, and bottom

2.4 HARDWARE

- A. Reuse existing shutter and insect screen hardware.
- B. Remove loose paint and re-paint.



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C. Replacement Hardware: Replace existing damaged or missing hardware with new hardware manufactured by one of the following:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Architectural Resource Center (The).
- b. Ball and Ball.
- c. Blaine Window Hardware Inc.
- d. Bronze Craft Corporation (The).
- f. Smith Restoration Sash.

2.5 MISCELLANEOUS MATERIALS

A. Adhesives: Wood adhesives for exterior exposure, with minimum 5-minute to 3-hour hardening time at 70 deg F, in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair.

1. Unextended melamine resin, phenol resin or resourcinol resin.

B. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.

1. Fasteners shall be stainless steel or non-ferrous materials. Match existing fasteners unless otherwise indicated.
2. Use concealed fasteners for interconnecting wood components.
3. Use concealed fasteners for attaching items to other work unless exposed fasteners are unavoidable.

C. Anchors, Clips, and Accessories: Fabricate anchors, clips, and accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B633 for SC 3 (Severe) service condition.

2.6 WOOD PRESERVATIVE: EPA REGISTERED BORATE WOOD TREATMENT

A. Borate wood preservative, formulated to be compatible with painting after application.

B. Basis of Design Product: PenaShield, manufactured by Nisus Corporation or compatible product by one of the following:

1. Perma-Chink Systems Inc.
2. Sashco, Inc.

2.7 FINISHES

A. Provide exposed exterior wood surfaces of replacement units unfinished: smooth, filled and suitably prepared for on-site priming and finishing.



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PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect adjacent materials from damage by installation of new materials.
 - B. Clean wood framing in contact with new materials of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
 - C. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.
 - D. Repair and Refinish Existing Hardware: Dismantle shutter hardware; strip paint, repair, and refinish it to match finish samples; and lubricate moving parts just enough to function smoothly.
- A. ace Wood Cornice, Soffit, and Crown Mold as shown on drawings: Where indicated, duplicate and replace millwork with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.
- 1. Do not use substitute materials unless otherwise indicated.
 - 2. Compatible substitute materials may be used, if approved by Architect.
- B. of Openings: Cover resultant openings with temporary enclosures so that openings are weathertight during replacement.
- C. borate preservative treatment to accessible surfaces of wood framing, supporting entablature. Apply liberally by brush to joints, edges, and ends; top, sides, and bottom. Allow treatment to dry.

3.2 SHUTTER INSTALLATION

- A. Install wood shutters at each window jamb indicated.
- B. Install units by mounting as indicated on Drawings and in accordance with manufacturer's written instructions.

3.3 INSECT-SCREEN INSTALLATION

- A. Install wood insect-screen doors, for exterior pocket doors and doors facing south.
 - 1. Locate insect-screen doors on outside of window and doors.
- B. Install insect screening to be smooth, flat, and uniformly taut.

3.4 FIELD QUALITY CONTROL

- A. Manufacturers field service: Engage wood-repair-material manufacturers' factory-authorized service representative for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.



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3.5 ADJUSTING

A. Adjust existing and replacement shutters, and screen doors for a tight fit at contact points and for smooth operation and closure. Lubricate hardware and moving parts.

END OF SECTION 6201



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SECTION 07270 – WATER BARRIER SYSTEM

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this section.

1.02 SUMMARY

- A. The work of this section includes, but is not limited to, the following:
Materials and installation methods for fluid applied air and vapor barrier membrane system located in the non-accessible part of the wall. Materials and installation methods to bridge and seal air leakage pathways in roof and foundation junctions, window and door openings, control and expansion joints, masonry ties, piping and other penetrations through the wall assembly.

- B. Related Sections: Other specification sections that directly relate to the works of this section include, but are not limited to, the following:

Section 07200 – Roof Membrane [and Vapor Retarder]
Section 07600 – Flashing and Sheet Metal
Section 07900 – Joint Sealers

1.03 PERFORMANCE REQUIREMENTS

- A. Provide an air and vapor barrier system to perform as a continuous barrier to air infiltration/exfiltration and water vapor transmission and to act as a liquid water drainage plane flashed to discharge any incidental condensation or water penetration.

- B. Air Barriers: The building envelope shall be designed and constructed with a continuous air barrier to control air leakage into, or out of the conditioned space. An air barrier shall also be provided for interior partitions between conditioned space and space designed to maintain temperature or humidity levels which differ from those in the conditioned space by more than 50% of the difference between the conditioned space and design ambient conditions. The air barrier shall have the following characteristics: It must be continuous, with all joints made airtight. It shall have an air permeability not to exceed 0.004 cfm/ft² under a pressure differential of 0.3 in. water. (1.57 psf.) (equal to 0.02L/s/m² @ 75 Pa.). It shall be capable of withstanding positive and negative combined design wind, fan and stack pressures on the envelope without damage or displacement, and shall transfer the load to the structure. It shall not displace adjacent materials under full load. It shall be durable or maintainable. The air barrier shall be joined in an airtight and flexible manner to the air barrier material of adjacent systems, allowing for the relative movement of systems due to thermal and moisture variations and creep. Connection shall be made between:



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1. Foundation and walls.
2. Walls and windows or doors.
3. Different wall systems.
4. Wall and roof.
5. Wall and roof over unconditioned space.
6. Walls, floor and roof across construction, control and expansion joints.
7. Walls, floors and roof to utility, pipe and duct penetrations.

- C. Air barrier penetrations: All penetrations of the air barrier and paths of air infiltration/exfiltration shall be made airtight.

1.04 REFERENCES

- A. The following standards and publications are applicable to the extent referenced in the text. The most recent version of these standards is implied unless otherwise stated.
1. American Society for Testing and Materials (ASTM)
 - C 836 Standard Specification for High Solids, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course
 - D 412-87 Standard Test Methods for Rubber Properties in Tension
 - D 903-83 Standard Test Method for Peel or Stripping Strength of Adhesive Bonds
 - D 1644-93 Test Methods for Non-volatile Content of Varnishes
 - D 1970-94 Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
 - D 4541-02 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
 - D 3767-92 Standard Practice for Rubber - Measurements of Dimensions
 - E 96-95 Test Methods for Water Vapor Transmission of Materials
 - E 2178-01 Standard Test Method for Air Permeance of Building Materials
 - E 283-91 Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen

1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, installation instructions, use limitations and substrate preparation recommendations.
- B. Shop drawings showing locations and extent of air and vapor barrier system including details for terminations flashings, penetrations, window and door openings and treatment of substrate joints and cracks.
- C. Written documentation demonstrating installers qualifications under the "Quality Assurance" article including reference projects of a similar scope.
- D. Samples: Submit representative samples of the following for approval: Fluid applied membrane, Transition tape, Through Wall Flashing
- E. Warranty: Submit a sample warranty identifying the terms and conditions stated in Section 1.09.



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1.06 QUALITY ASSURANCE

- A. **Manufacturer:** Air and vapor barrier systems shall be manufactured and marketed by a firm with a minimum of 20 years' experience in the production and sales of waterproofing. Manufacturers proposed for use, but not named in these specifications shall submit evidence of ability to meet all requirements specified, and include a list of projects of similar design and complexity completed within the past five years.
- B. **Installer:** The installer shall demonstrate qualifications to perform the work of this Section by submitting the following: List of at least three (3) projects contracted within the past five (5) years of similar scope and complexity to this project carried out by the firm and site supervisor. Installer must show evidence of adequate equipment and trained field personnel to successfully complete the project in a timely manner.
- C. **Materials:** Fluid applied air and vapor barrier material shall be two-part synthetic rubber based systems free of solvents, isocyanates and bitumen. For each type of material required for the work of this section, provide primary materials that are the products of one manufacturer.
- D. **Pre-Installation Conference:** A pre-installation conference shall be held prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Agenda for meeting shall include but not be limited to the following:
1. Review of submittals.
 2. Review of surface preparation, minimum curing period and installation procedures.
 3. Review of special details and flashings.
 4. Sequence of construction, responsibilities and schedule for subsequent operations.
 5. Review of mock-up requirements.
 6. Review of inspection, testing, protection and repair procedures.
- E. **Mock-up:**
1. Prior to installation of the air and vapor barrier system a field-constructed mock-up shall be provided under the provisions of Section [01340 – Shop Drawings, Product Data, Samples and Mock-ups] to verify details and tie-ins and to demonstrate the required quality of materials and installation.
 2. Construct a typical exterior wall section, 8 feet long and 8 feet wide, incorporating back-up wall, cladding, window and doorframe and sill, insulation, flashing and any other critical junction (roof, foundation, etc.).
 3. Allow 24 hours for inspection and testing of mock-up before proceeding with air and vapor barrier work.
 4. Mock-up may remain as part of the work.



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F. Inspection and Testing:

1. operate and coordinate with the Owner's inspection and testing agency. Do not cover any installed air and vapor barrier membrane until it has been inspected, tested and approved.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in labeled packages. Store and handle in strict compliance with manufacturer's instructions, recommendations and material safety data sheets. Protect from damage from sunlight, weather, excessive temperatures and construction operations. Remove damaged material from the site and dispose of in accordance with applicable regulations.
- B. Do not double-stack pallets of fluid applied membrane components on the job site. Provide cover on top and all sides, allowing for adequate ventilation.
- C. Protect fluid-applied membrane components from freezing and extreme heat.
- D. Sequence deliveries to avoid delays, but minimize on-site storage.

1.08 PROJECT CONDITIONS

- A. Perform work only when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials used. Proceed with installation only when the substrate construction and preparation work is complete and in condition to receive the air and vapor barrier membrane.

1.09 WARRANTY

- A. Submit manufacturer's warranty that air and vapor barrier and accessories are free of defects at time of delivery and are manufactured to meet manufacturer's published physical properties and material specifications.

PART 2: PRODUCTS

2.01 GENERAL

- A. For each type of material required for the work of this section, provide primary materials that are the products of one manufacturer.

2.02 FLUID APPLIED MEMBRANES

- A. Description: a two part, self-curing, synthetic rubber based material free of solvents, isocyanates and bitumen Performance Requirements:



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Property	Test Method	Typical Value
Color		Green
Cured Film Thickness	ASTM D 3767 Method A	1.5 mm (0.060 in.) nominal
Solids Content	ASTM D 1644	100%
Air Permeance at 75Pa (0.3 in. water) Differential Pressure	ASTM E 283-91	0.0006 L/(s.m ²) (0.00012 cfm/ft ²)
Water Vapor Permeance	ASTM E 96, Method BW	Less than 4.6 ng/Pa.s.m ² (0.08 perms)
Pull Adhesion to Concrete Block (CMU)	ASTM D 4541-02	0.24 N/mm ² (35 psi)
Pull Adhesion to Glass Faced Wall Board	ASTM D 4541-02	0.12 N/mm ² (18 psi)
Peel Adhesion to Concrete	ASTM D 903 Modified ¹	880 N/m (5 lb./in.)
Elongation	ASTM D 412	500% minimum
Pliability, 180° Bend over 25 mm (1 in.) Mandrel at -30°C (-23°F)	ASTM D 1970	Unaffected
Low Temperature Flexibility and Crack Bridging 3.2mm (1/8in.) crack cycling at -26°C (-15°F)	ASTM C836	Pass
Extensibility over 6.4mm (1/4in.) crack after heat aging	ASTM C836	Pass

Footnote:

¹ The membrane is applied to concrete and allowed to cure. Peel adhesion of the membrane is measured at a rate of 50 mm (2 in.) per minute with a peel angle of 90° at room temperature.

Acceptable Materials:

Perm-A-Barrier® Liquid from Grace Construction Products, or approved similar.

2.03 TRANSITION TAPE

Description: 0.9 mm (36 mils) of self-adhesive rubberized asphalt integrally bonded to 0.1 mm (4 mil) of cross-laminated, high-density polyethylene film to provide a min. 0.1 mm (40 mil) thick membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed.

Performance Requirements:

Water Vapor Transmission: ASTM E 96, Method B: 2.9 ng/m²sPa (0.05 perms) max.
 Air Permeance at 75Pa (0.3 in. water) pressure difference: 0.0006 L/(s.m²) (0.00012 cfm/ft²) max.
 Puncture Resistance: ASTM E 154: 178 N (40 lbs.) min.
 Lap Adhesion at -4°C (25°F): ASTM D 1876: 880 N/m (5.0 lbs./in.) of width min.
 Low Temperature Flexibility ASTM D 1970: Unaffected to -43°C (-45°F).
 Tensile Strength: ASTM D 412, Die C Modified: min. 2.7 MPa (400 psi)
 Elongation, Ultimate Failure of Rubberized Asphalt: ASTM D 412 Die C: min. 200%

Acceptable Materials: Perm-A-Barrier Wall Membrane manufactured by Grace Construction Products, or approved similar.



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2.04 FLEXIBLE MEMBRANE WALL FLASHING

Description: 0.8 mm (32 mils) of self-adhesive rubberized asphalt integrally bonded to 0.2 mm (8 mil) of cross-laminated, high-density polyethylene film to provide a min. 1.0 mm (40 mil) thick membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed.

Performance Requirements:

Water Vapor Transmission: ASTM E 96, Method B: 2.9 ng/m²sPa (0.05 perms) max.

Water Absorption: ASTM D 570: max. 0.1% by weight

Puncture Resistance: ASTM E 154: 356 N (80 lbs.) min.

Tear Resistance

a. Initiation ASTM D 1004: min. 58 N (13.0 lbs.) M.D.

b. Propagation ASTM D 1938: min. 40 N (9.0 lbs.) M.D.

Lap Adhesion at -4°C (25°F): ASTM D 1876: 880 N/m (5.0 lbs./in.) of width

Low Temperature Flexibility ASTM D 1970: Unaffected to -43°C (-45°F)

Tensile Strength: ASTM D 412, Die C Modified: min. 5.5 MPa (800 psi)

Elongation, Ultimate Failure of Rubberized Asphalt: ASTM D412, Die C: min. 200%

Acceptable Materials: Perm-A-Barrier Wall Flashing manufactured by Grace Construction Products, or approved similar.

2.05 AIR & VAPOR BARRIER ACCESSORIES

Description: Water-based primer which imparts an aggressive, high tack finish on the treated substrate

Flash Point: No flash to boiling point

Solvent Type: Water

VOC Content: Not to exceed 10 g/l

Application Temperature: -4°C (25°F) and above

Freezing point (as packaged): -7°C (21°F)

Product: Perm-A-Barrier WB Primer manufactured by Grace Construction Products, or approved similar.

Description: two part, elastomeric, trowel grade material designed for use with self-adhered membranes and tapes. 10 g/l max. VOC Content. Product: Bituthene[®] Liquid Membrane manufactured by Grace Construction Products, or approved similar.

Optional Primers: Description: High tack water based primer. 10 g/l max. VOC content. Product: Perm-A-Barrier Liquid Part B manufactured by Grace Construction Products, or approved similar.

Description: High tack solvent based primer. 440 g/l max. VOC content. Product: Bituthene Primer B2 manufactured by Grace Construction Products, or approved similar.

PART 3: EXECUTION

3.01 EXAMINATION

The installer shall examine conditions of substrates and other conditions under which this work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected.



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3.02 PREPARATION

Refer to manufacturer's literature for requirements for preparation of substrates. Surfaces shall be sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Use repair materials and methods that are acceptable to manufacturer of the fluid-applied waterproofing.

Exterior sheathing panels: Ensure that the boards are sufficiently stabilized with corners and edges fastened with appropriate screws. Pre-treat all board joints with 50 - 75mm (2-3 in.) wide, reinforced self-adhesive tape or fiberglass mesh style wallboard tape. Gaps greater than 6mm (1/4 in.) should be filled with mastic or caulk, allowing sufficient time to fully cure before application of the tape and fluid applied membrane.

Masonry Substrates: Apply air and vapor barrier over concrete block and brick with smooth flush mortar joints. Fill all voids and holes, particularly in the mortar joints, with a lean mortar mix, non-shrinking grout or parge coat.

Related Materials: Treat construction joints and install flashing as recommended by manufacturer.

3.03 INSTALLATION

Refer to manufacturer's literature for recommendations on installation

Application of Fluid Applied Membrane

Spray or trowel apply a continuous uniform film at min. 60 mils (1.5 mm or .060 in.) dry film thickness using multiple, overlapping passes.

When spraying use a cross-hatching technique (alternating horizontal and vertical passes) to ensure even thickness and coverage.

When spraying use high pressure, multi-component, airless spray equipment approved by material manufacturer.

Carry membrane into any openings a minimum of 50mm (2 in.).

Seal all brick-ties and other penetrations as work progresses.

Application of Transition Membrane

After allowing the Fluid Applied Membrane to cure to tack-free, apply transition membrane with a minimum overlap of 75mm (3 in.) onto each surface at all beams, columns and joints as indicated in detail drawings.

Tie in to window and door frames, spandrel panels, roof and floor intersections and changes in substrate.

Use pre-cut, easily handled lengths for each location.

Remove silicone-coated release paper and position membrane flashing carefully before placing it against the surface.

When properly positioned, place against surface by pressing firmly into place by hand roller.

Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.

Seal top edge of flashing with termination mastic.

When transition flashing is pre-installed prior to application of Fluid Applied Membrane, apply transition flashing as above. Spray or trowel a continuous uniform film of Fluid Membrane at min. 60 mils (1.5 mm or .060 in.) dry film thickness using multiple, overlapping passes, with a minimum overlap of 75 mm (3 in.) onto transition flashing. For sill condition, spray or trowel Fluid Membrane onto pre-installed sill flashing and onto horizontal section of sill.

Application of Flexible Membrane Wall Flashing

Precut pieces of flashing to easily handled lengths for each location.

Remove silicone-coated release paper and position flashing carefully before placing it against the surface.

When properly positioned, place against surface by pressing firmly into place by hand roller. Fully adhere



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flashing to substrate to prevent water from migrating under flashing.
Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.

Trim bottom edge 13 mm (1/2 in.) back from exposed face of the wall. Flashing shall not be permanently exposed to sunlight.

At heads, sills and all flashing terminations, turn up ends a minimum of 50 mm (2 in.) and make careful folds to form an end dam, with the seams sealed.

Seal top edge of flashing with termination mastic.

Do not allow the rubberized asphalt surface of the flashing membrane to come in contact with poly-sulfide sealants, creosote, uncured coal tar products or EPDM.

3.04 PROTECTION AND CLEANING

Remove any masking materials after installation. Clean any stains on materials that would be exposed in the completed work using procedures as recommended by manufacturer.

Perm-A-Barrier Liquid is not suitable for permanent exposure and should be protected from the effects of sunlight.

Schedule work to ensure that the Perm-A-Barrier Liquid system is covered as soon as possible after installation. Protect Perm-A-Barrier Liquid system from damage during subsequent operations. If the Perm-A-Barrier Liquid system cannot be covered within 60 days after installation, apply temporary UV protection such as dark plastic sheet or tarpaulins.

END OF SECTION 07270



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SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF WORK:

- a. The extent of each type of flashing and sheet metal work is indicated on the drawings and by provisions of this section.
- b. Integral masonry flashings are specified as masonry work in sections of Division 4.

1.03 JOB CONDITIONS:

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

PART 2 - PRODUCTS

2.01 FLASHING AND SHEET METAL MATERIALS:

- a. Galvanized Steel: Commercial quality with 0.20% copper, ASTM A 525 except ASTM A 527 for lock-forming, G90 hot-dip galvanized, mill phosphatized for painting; Galvanized or "Galvalume" 24 gage unless otherwise indicated.
- b. Aluminum where indicated; 0.040" aluminum with prefinished Kynar 500 coating, or equal, Color to be selected.
- c. Miscellaneous Materials and Accessories:
 1. Solder: Provide 50/50 tin/lead solder (ASTM B 32), with rosin flux.
 2. Fasteners: Same metal as flashing/sheet metal, or other noncorrosive metal as recommended by sheet manufacturer.
 3. Bituminous Coating: FS TT-C-494 or SSPC - Paint 12, solvent type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
 4. Mastic Sealant: Polyisobutylene; nonhardening, non-skinning, nondrying, nonmigrating sealant.
 5. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.



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6. Roofing Cement: ASTM D 2822, asphaltic.

2.02 FABRICATED UNITS:

a. General Metal Fabrication:

1. Shop-fabricate work to the greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices.
2. Fabricate for waterproof, weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work.
3. Form work to fit substrates; form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.
4. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
5. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints).
6. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

b. Flashing: Fabricate to dimensions and profiles indicated in minimum 8' lengths, except where shorter pieces are required to fill-out runs.

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS:

a. General:

1. Except as otherwise indicated, comply with applicable provisions and details contained in SMACNA "Architectural Sheet Metal Manual".
2. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
3. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

b. Flashing: Lap end joints 3" minimum, unless otherwise indicated; do not fasten lapped joints. Cap flashing shall overlap base flashing 3" minimum.



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- c. Gutters: Lap end joints 1-1/2", rivet and seal. Provide butt-type expansion joints approximately 60'-0" o.c. Support gutters with gutter spikes and ferrules spaced at 3'-0" o.c. maximum.
- d. Downspouts: Fasten downspouts to walls with straps located near ends and offsets, and intermediately at 8'-0" o.c. maximum. Solder straps to downspouts and fasten to masonry with brass screws in lead sleeves.

3.02 CLEANING AND PROTECTION:

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

END OF SECTION 07600



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SECTION 07710 – MANUFACTURED ROOF SPECIALTIES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:

- A. Furnish and install complete Copper Conductor Heads, Downspouts, and accessories as required in accordance with specifications, plans, and details.
- B. All sheet metal products shall be manufactured in sizes, styles and materials as indicated below and shown on drawings.

1.02 RELATED WORK:

- A. Gutter
- B. Flashing & Trim
- C. Accessories

PART 2- PRODUCTS

2.01 Manufacturer CopperCraft, Inc. or approved similar.

2.02 Materials

- A. Copper: 99.9% pure copper, CDA 110, ASTM Specification B370, cold rolled temper, weighing not less than 16oz per square foot.

PART 3- EXECUTION

3.01 Inspection All surfaces to which sheet metal is to be applied shall be smooth, sound, clean, dry, and free from defects that might affect the application.

3.02 Installation All sheet metal work shall conform to standards set forth in the following publications.

- A. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) Architectural Sheet Metal Manual
- B. Copper Development Association (C.D.A.) Copper Brass Bronze Design Handbook
- C. Manufacturer's recommendations.

END OF SECTION 07710



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SECTION 07900-SEALANTS AND CAULKING

I GENERAL:

This section includes materials and labor for all caulking required as noted and specified and as required for a complete and weather tight job.

II PRODUCTS:

- A. Sealant: Low-Modulus silicone equal to Dow 790, GE Gesil N, or Pecora 864; or one-part acrylic polymer equal to Pecora 60 + Unicrylic or Tremco Mono. Color as selected by Architect from manufacturer's standard colors.
- B. Interior Caulking: Acrylic latex caulking compound.
- C. Filler: Closed cell plastic foam rods manufactured for this purpose.

III EXECUTION:

- A. Sealant Locations:
 - 1. Exterior faces of expansion joints and raked control joints in masonry walls.
 - 2. Interior faces of expansion joints in masonry walls.
 - 3. Joints of parapet wall coping.
 - 4. Perimeter of door, window and glazing frames and other openings in exterior walls.
 - 5. Under thresholds.
 - 6. Other areas where "sealant" or "caulk" is noted.
- B. Interior Caulking Locations:
 - 1. Raked control joints at internal corners where exterior walls intersect interior walls and partitions.
 - 2. Interior joints between concrete columns and masonry walls.
 - 3. Perimeter of hollow metal frames in masonry walls except where mortar joint is struck smooth and uniform.
- C. Application:
 - 1. Examine all joints to determine their acceptability for caulking and report discrepancies to the General Contractor.
 - 2. Clean all joints of foreign matter of loose particles; use compressed air as necessary. Insure that surfaces are dry.
 - 3. Joints up to 1/2" wide shall be 1/4"-3/8" deep. Joints over 1/2" wide shall have depth of 1/2 the joint width. Pack with filler as specified to depths required. Force in sealant to fill entire joint and tool smooth; use solvents as recommended by the sealant manufacturer for tooling.
 - 4. At completion of caulking, clean off all excess material from adjoining surfaces. Correct any damage caused by this work, and leave work in watertight and neat condition.

END OF SECTION 07900



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SECTION 07920 - COATING FOR WATERPROOFING METAL GUTTERS SEAMS AND SEALING

PART 1: GENERAL

1.1 GENERAL:

1.01 SUMMARY

- 1 Section Includes: Furnishing of all labor, materials, services and equipment necessary for the supply and installation of coating for waterproofing metal gutters seams and sealing, as indicated on drawings and as specified herein.

1.02 QUALITY ASSURANCE

1. Applicators Qualifications:
 - A. Applicators shall have knowledge and general understanding of metal building design as well as products specified for the project.
 - B. Applicator shall have business stability and own, or have access to, the equipment necessary for successful completion of the project.
2. Technical service on application and suitability of materials is available by contacting manufacturer.

1.03 SUBMITTALS

1. In the normal course of bidding, descriptive literature and technical data on all materials proposed for usage under this specification will be bidder identifying total area to be coated, along with pictures of panel profile, seams, and details including any repairs to seams, protrusions, and general conditions of the existing roof.

1.04 PRODUCT STORAGE AND HANDLING

1. Storage of Materials: Store materials in accordance with manufacturer's recommendations.
2. Handling and Protection of Materials: Meet requirements of manufacturer's recommendations for handling and protection of materials during installation. Handle materials so that they are not contaminated by foreign materials.
3. Damaged Materials: Contaminated or damaged materials shall not be used in the installation and shall be immediately removed from site upon discovery.
4. Exercise caution when working with solvent based materials within the limitations described by the manufacturer.



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PART 2: PRODUCTS

2.01 DESCRIPTION

1. Geogard Coating System Manufactured by Republic Powdered Metals, Inc. Description: GEOGARD is a moisture-cured, modified urethane, elastomeric coating, consisting of an aromatic base coat and an aliphatic finish coat GEOGARD is a Fire Resistant coating that will resist the effects of ultraviolet rays, weather, ponding water, and the micro-biological attack of mold, mildew, and algae. GEOGARD has excellent impact resistance and will withstand most acids, alkalis, salts, fats, and solvents.
2. Performance Requirements GEOGARD Base Coat Finish Coat Weight per gallon (ASTM D 1475) 11.0 ± 0.2 lbs. 8.8 ± 0.2 lbs. Specific gravity (ASTM D 1475) 1.32 ± 0.02 1.06 ± 0.02 Solids by weight (ASTM D 1353) 74% ± 1% 69% ± 1% Solids by volume 65 ± 1% 51% ± 1% Elongation @ 77° F (ASTM D 412) 450% 250% Flexibility @ 0° F Passes 1/8" Passes 1/8" (ASTM D 1737) mandrel mandrel Tensile strength (ASTM D 412) 320 psi 3480 psi Shore "A" hardness (ASTM D 2240) 37 80 Dry time Rubbery cure Cure (ASTM D 1640) 48 hrs 24 hrs. Flash point (ASTM D 3278) 100° F 80° F Fire Rating Class A as a (ANSI/UL 790 or complete *system ASTM E 108) Clean up Thinner #1 Thinner #1 or Xylene or Xylene
3. Install complete system: base coat and finish coat as outlined in specifications.

2.02 ACCESSORY MATERIALS

1. GEOGARD Seam Sealer is a gray single component, urethane industrial maintenance coating for waterproofing metal building seams and sealing fastener heads.
2. PERMAFAB is a 100% stitch bonded polyester fabric used as a reinforcement in flashings and faulty seam repairs.
3. DURATHANE is a premium grade, polyurethane sealant for use in sealing smaller openings.
4. REPUBLIC THINNER #1 is an aromatic petroleum solvent used for thinning, and clean-up of the GEOGARD System.
5. GEOGARD Primer is an intercoat adhesion primer for reactivating GEOGARD urethane coatings.

PART 3: EXECUTION

3.01 PREPARATION

1. Cleaning preparations
 - A. Loose rust, mill scale, and loose, flaking paint must be removed by any of the following: HAND TOOL CLEANING to include scraping, sanding, and wire brushing; POWER TOOL CLEANING to include power sanding, power wire brushing, or power grinding; WATER BLASTING to include high pressure water blast at not less than 2,000 psi.



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- B. Roof surfaces containing heavy soot, dirt, chemical contaminants, oil, grease, or wax deposits must be cleaned with a surface cleaner and rinsed thoroughly with high pressure water blast. Note: New galvanized panels must be weathered a minimum of six months or treated with a phosphoric acid wash to remove factory oil film.
 - C. Severe chalking, if evident, must be removed to ensure adhesion as must all debris, dust and dirt by using high pressure power water wash.
 - D. Remove all existing acrylic and asphalt coatings and all existing sealants and mastics prior to installing GEOGARD.
 - E. If metal panel finish is Kynar 500 or similar, please contact the Republic Technical Department for surface preparation recommendations.
 - F. Check for adhesion and compatibility of any remaining, tightly adhered, existing coating with GEOGARD Base Coat. A test application is the best method of determining compatibility with and adhesion to a previously coated surface. An X-Cut Tape Test is used to determine adhesion of the existing coating to the substrate.
 - G. Prevent mechanical units from distributing solvent fumes into the building.
 - H. Gutters exhibiting holes and/or posing safety concerns should be replaced with new metal gutters with a similar gutter design.
 - I. Closely inspect underside of all gutters for corrosion at endlaps, curbs and penetrations. Replace as required.
2. ROOF PENETRATIONS
- A. The base of all roof penetrations and curbs, i.e. stacks, vents, etc., must be sealed using GEOGARD Seam Sealer at the rate of 30-40 lineal feet per gallon in a three-course combination with PERMAFAB. A three-course combination consists of sealer/fabric/sealer.
3. SEAMS
- A. All end-lap (horizontal) and faulty side-lap (vertical) seams must be treated with GEOGARD Seam Sealer back-brushed into any open seam areas. GEOGARD Seam Sealer is best applied by brush. (In typical situations one (1) gallon will cover approximately 60-100 lineal feet of seams at a thickness of 1/8"). Seams with openings greater than 1/8", reinforce GEOGARD Seam Sealer with PERMAFAB in a three-course combination. Approximate coverage for GEOGARD Seam Sealer will be 30-40 lineal feet per gallon. Seams with greater than 1/2" openings must be drawn together with a self-tapping sheet metal screw and neoprene washer.
 - B. Remove all existing acrylic and asphalt coatings and all existing sealants and mastics prior to installing GEOGARD.



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4. RIDGE CAPS

- A. All seams on and around ridge cap must be sealed using GEOGARD Seam Sealer and PERMAFAB in a three-course combination. Approximate coverage for GEOGARD Seam Sealer will be 30-40 lineal feet per gallon.
- B. All seams around ridge ventilators must be sealed using GEOGARD Seam Sealer and PERMAFAB in a three-course combination. Approximate coverage for GEOGARD Seam Sealer will be 30-40 lineal feet per gallon.

5. FASTENERS

- A. Encapsulate all fasteners with GEOGARD Seam Sealer (one gallon will encapsulate approximately 200 fasteners).
- B. Replace stripped or missing fasteners using an oversize "repair type" fastener. BUILDEX TRAXX® or TEKS®, FABCO®, FAB-LOK®, or others. Add additional fasteners, where necessary, to draw uplifted sheets together.

6. METAL COMPONENTS

- A. Damaged fascia, gutters, vents, ridge caps, flashings, etc., must be replaced.

3.02 PROTECTIVE COATING

1. GENERAL APPLICATION

- A. For optimum results, the protective coating must be applied after the morning dew has dried and postponed if rain is imminent.
- B. Geogard Base Coat/Finish Coat system is to be applied in a two-coat application. Geogard Base Coat should be applied at a rate of 1 1/2 gal./100 sq. ft. (24 wet mils) to prepared surface. Allow base coat to cure (min. 24 hrs). Geogard Finish Coat should then be applied at a rate of 1 gal./100sq. ft. (16 wet mils). Allow to cure 24 hours before permitting traffic.
- C. The coverage rates shown are intended as minimum application requirements. The surface dictates actual coverage needed. On metal roofs with irregular panel and rib design, multiply feet by 1.15 to calculate actual surface area to be coated.
- D. Geogard Base Coat should be top-coated within 72 hours. If longer than 72 hours, Geogard Base Coat needs to be primed using the Geogard Primer to reactivate the base coat.
- E. GEOGARD Base Coat and Finish Coat may be applied by brush, roller, squeegee, or heavy-duty airless spray. Preferred method of application is by roller. MIX WELL BEFORE USE utilizing power assisted equipment. When applying GEOGARD over a previously coated substrate, a test patch should be applied to determine compatibility and adhesion.



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- F. Spray Equipment Recommendation Application of urethane coatings with spray equipment may require some masking and possible erection of wind screens to prevent over spray and drift damage. Protect surfaces of unrelated areas from coatings and overspray possibility. Pumps: Graco King 45:1 or gas-powered equivalents. Graco GH733, HydraMax 350 or other manufacturers equivalents. Hose/Pressure: 50' – 300' length (depending on spray rig pressure). When using hoses longer than 100' use the next larger hose ID every 50'. Every 50' of hose will reduce the spray pressure of the rig by 10% at the gun tip. i.e., 300' hose – 3/4" (50/100') to 5/8" (50/100') to 1/2" (50/100') to 3/8" (50') Good results are generally obtained @ 2500–3500 psi at spray tip. Gun: Graco Contractor Gun, Graco Contractor FTx gun, Graco Silver Plus or equivalent. (Tip extrusions or pole guns can be used) *Tip Sizes: * Graco Heavy-Duty RAC Switch tip (GHDXXX) Grey * Additional tip sizes are available between .039–.059. * Base Coat should be applied with a tip size of .043–.060. * Finish Coat should be applied with a tip size of .039–.049. * Skill and experience of the spray applicator is important to the success of the coating application. Periodic checking of the film build is necessary to ensure best results. * Do not permit traffic on completed roof surfaces unless absolutely necessary, and only after complete cure.

3.03 CLEAN UP

1. As work progresses, it is essential to keep equipment in clean, working condition. If spray equipment is used, flush lines with Republic Thinner #1 or xylene. General clean-up with same. Fan Width (in) .039 .043 .047 .051 .055 .057 10"–12" 539 543 547 551 555 559 12"–14" 639 643 647 651 655 659 14"–16" 739 743 747 751 755 16"–18" 839 843 847 851 855 Flow Rate 1.60 gpm 1.98 gpm 2.37 gpm 2.79 gpm 3.25 gpm 3.74 gpm S P E C I F I C A T I O N
2. Do not allow the GEOGARD to remain in the spray equipment overnight.
3. At the conclusion of the project, all equipment should be cleaned and returned to its designated location. Disposal of empty, partially full, or full drums should be discussed with the building owner, contractor, or architect.

PART 4: FILE DATA

4.01 ENCLOSURES

4.02 WARRANTY

1. Provide manufacturer warranty.

END OF SECTION 07920



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SECTION 09900 SCHEDULE OF PAINTING

The product designations indicated in this Schedule of Painting are those of Glidden Paints, Or similar approved.

EXTERIOR PAINT SYSTEMS:

Ferrous Metal, Subject to Excessive Wear

(All handrails, hollow-metal doors, etc. shall be given)

1 coat #590 Glid Gard Metal Primer

2 coats #4500 Glid Gard Alkyd Industrial Enamel

All Ferrous Metal Other Than the Above

(All exposed metal shall be given)

1 coat Glid Gard Alkyd Industrial Primer

2 coats #4500 Glid Gard Alkyd Industrial Enamel

Galvanized Metal

(All galvanized metal shall be given)

1 coat Glidden Galvanized Primer Y-5229

2 coats Glidden Gel Flo House Paint #1900 Line

Wood - Painted

(All exposed wood shall be given)

1 coat Glidden Gel Flo Primer #1951

2 coats Glidden Gel Flo House Paint #1900 Line

Wood - Stained

(All exposed wood shall be given)

1 coat Glidden Semi-Transparent Satin #420 Line

Or 1 coat Glidden Solid-Pigment Satin #420 Line

END OF SCHEDULE OF PAINTING;
END OF SECTION 09900.



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SECTION 09960 – ROOF COATINGS

PART 1: GENERAL

1.1 GENERAL:

1.1.2 WATER BASED ACRYLIC PRIMER

A. GENERAL DESCRIPTION:

These paints are very high in solids, permitting a thicker dry film build over hard to protect sharp edges. And best of all, these products contain very low levels of volatile organic content, resulting in reduced toxic or flammable solvent vapors and hard-to-dispose of listed hazardous wastes in the workplace. They comply with all current environmental regulations.

B. SURFACE PREPARATION:

Surfaces to be coated must be clean and dry. All surfaces must be free of chalk, dirt or debris at each stage of application. If roof area needs cleaning before painting, clean the roof surface by using a stiff bristle brush and TSP (Tri-Sodium Phosphate) or a mild liquid detergent, bleach and water solution. Brush the entire surface area. DO NOT WIRE BRUSH, SCRAPE OR ABRASE SURFACE. You may also use a power pressure washer with TSP or mild liquid detergent, bleach and water solution to get the same result. After cleaning, rinse the area with a clear water to remove any detergent and allow the metal to thoroughly dry prior to applying

C. UNDERSIDE:

On pitched roof areas (3" or more per foot), a mill applied shop coat or a coat of Primer must be applied before application. On flat locked areas (less than 3" per foot), a coat of Primer must be applied even though a shop coat has been applied at the mill.

D. EXPOSED SURFACE:

Apply two coats. The mill-applied shop coat is not to be considered as one of the two coats required on the exposed surface. First coat is to be (primer); second coat is to be (finish coat).

E. APPLICATION METHOD:

These paints may be applied by brush or roller (3/8" nap roller is recommended), or airless spray equipment. Use .015 or .020 inch spray tip size. Do not apply with a cup type spray gun. Typical recommended dry film build per coat is between 3 and 5 mils. Application of two or more coats to achieve an average of 4mils may be required to achieve optimum product performance. **Drying time:** Dries to recoat in 24 hours at 77 degrees F and 50% relative humidity. High humidity will prolong dry



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time more so than low temperatures. Good air movement over the work or local exhaust is recommended, but heat lamps are not suitable. Do not re-coat until preceding coat has dried. Surface and air temperatures should be between 50 and 90 F and remain above 50 while painting and drying. **Thinning and cleanup:** May be thinned under mild agitation with water to a maximum of 5% by volume, do not use organic solvents. Cleans up easily with soap & water before the paint dries hard. **Packaging:** Product comes in 1 and 5 US gallon buckets.

F. TYPICAL SPECIFICATIONS:

VOC, lb/gal: 0.4-1.0
Non-volatile % by weight: 55-67
Non-volatile % by volume: 43-57
Theoretical coverage: 300-350 sq.ft./gal
Packaged viscosity: 75-80 Krebs units
Antisag index, ASTM D-4400: >13 mils
Gloss, 60 degree, ASTM D-523: 5-10
Flash point: Greater than 140 degrees
Impact, ASTM D-2794: Direct>120, reverse>120

1.1.3. WATER BASED FINISH COAT

A. GENERAL DESCRIPTION:

Finish coatings are single component, water-based emulsion polymers, and are designed to be used as a brush, spray, or roller-applied direct-to-metal medium gloss topcoats over properly primed and prepared surfaces. They are very forgiving of less than perfect surface preparation, offering substantial savings in preparation costs. However, surface must be chalk free and clean to assure good adhesion.

These paints are very high in solids, permitting a thicker dry film build over hard to protect sharp edges. And best of all, these products contain very low level of volatile organic content, resulting in reduced toxic and flammable solvent vapors and hard-to-dispose of listed hazardous wastes in the workplace. These paints comply with all current environmental regulations.

B. SURFACE PREPARATION:

Surfaces to be coated must be clean and dry. All surfaces must be free of chalk, dirt or debris at each stage of application. If roof area needs cleaning before painting, clean the roof surface by using a stiff bristle brush and TSP (Tri-Sodium Phosphate) or a mild liquid detergent, bleach and water solution. Brush the entire surface area. **DO NOT WIRE BRUSH, SCRAPE OR ABRASE SURFACE.** You may also use a power pressure washer with TSP or mild liquid detergent, bleach and water solution to get the same result. After cleaning, rinse the area with a clear water to remove any detergent and allow the metal to thoroughly dry prior to applying.

C. APPLICATION METHOD:



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These paints may be applied by brush or roller (3/8" nap roller is recommended), or airless spray equipment. Use .015 or .020 inch spray tip size. Do not apply with a cup type spray gun. Typical recommended dry film build per coat in between 3 and 5 mils. Application of two or more coats to achieve an average of 4 mils may be required to achieve optimum product performance.

Drying time: Dries to re-coat in 24 hours at 77 degrees F and 50% relative humidity. High humidity will prolong dry time more so than low temperatures. Good air movement over the work or local exhaust is recommended, but heat lamps are not suitable. Do not re-coat until preceding coat is dry. Surface and air temperatures should be between 50 and 90 F and remain above 50 while paint is drying.

Thinning and clean-up: May be thinned under mild agitation with water

END OF SECTION 09960



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SECTION 09990 - GENERAL SPECIFICATIONS FOR EXTERIOR REPAINTING OF AND REPAIRS TO HISTORIC BUILDINGS

1. During preparation for painting, check for decayed wood, either on the surface or in the framing. If decayed portions are found, replace only the decayed portions rather than, for example, removing and replacing a 15-foot plank or mould when only 2 or 3 feet of it is decayed. The reasons are: (1) The object of "historic preservation" is to preserve all of the original historic material and work that is possible to do. A replicated mould, no matter how accurate, is only a modern replica, and is not "historic" in material, workmanship, nails, etc. (2) Old wood, particularly that of c.1800 to 1900, is far more decay and insect resistant than any new wood. Even "treated wood" or "heart redwood" will not last as well as most 19th century heart pine, poplar etc. Therefore slightly-decayed 19th century heartwood components have been observed to far-outlast modern poplar or white pine replacements. "New" is frequently not "better", especially in wood.

If missing or decayed exterior wood components must be replaced in part, it is economically foolish to not use the most decay-resistant woods available, since most of the cost is in fabrication, installation and painting. If available, use salvaged 19th century heart pine or heart poplar. To recognize these, heart pine is dense-grained and full of glistening resin, so that if you break off a splinter, it glistens inside as if it was full of varnish. Heart poplar is a gray-green color inside, throughout. If whitish wood is seen in the poplar, this is sapwood and is not "heart" and has no decay resistance. The writer knows of no "all-heart" pine or poplar available in forests today. Beware of lumberyards that say they have it. All so-advertised "heart poplar" observed has contained copious amounts of whitish sapwood.

Next in decay resistance to all-heart 19th century pine or poplar is modern "clear all-heart" grade redwood or "clear all-heart" grade Honduras mahogany, "All-heart" redwood is a rusty color throughout. If any whitish wood is observed, this is sapwood and has no decay resistance. The stamped grade should be "clear all-heart". Honduras mahogany also should not contain whitish wood for the same reason. Both of these woods are from "rain forest" trees and it is a shame to have to use them, but if proper salvage wood is not available there is no known alternative for decay-resistant exterior finish-quality millable wood for the repair of historic buildings.

Do not use "finger-joint" redwood. All of it contains much white sapwood. "Pressure-treated pine" is good for framing repairs but is not suitable for mouldings, siding etc. since it is wide-grained, subject to warping and splitting, and has many knots.

Replicated wood moulds, clapboard etc. should accurately replicate the original shape, thickness and size. A frequently-seen defect in replications is moulding corners and edges that are "soft" in profile (when the corners of the original mould shape are sharp), or replica shapes that only approximate the original. Look at the end of a cut piece of original mould to see the wood shape without the distorting effect of the thick paint coating, which makes sharp corner look rounded.

In replacing decayed mouldings, do not use "stock" modern moulds that are "sorta-like" the original. Many contractors and millwork houses are equipped to easily and accurately replicate the original shape if it is made clear to them that this is the objective. A short sample of the replicated mould should be carefully compared to the original cross-section to "proof" that the replication is accurate, before accepting the new moulds.



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Check glazing-putty at sashes. Frequently this will be cracked and perhaps loose. Carefully remove all decayed putty, being careful to not break the historic glass, which if hand blown (c.1800 to 1870) is thin, fragile, easily broken and irreplaceable.

Gently sand off any gray weathered wood that is on the wood glazing-surface. Prime the "bright" wood with oil base (not latex) primer before installing the new glazing compound. Use "first line" glazing compound, and paint it with oil base primer when cured. Do not remove old sound glazing compound.

2. Scrape all exterior painted wood thoroughly to remove all loose paint. Follow all applicable safety regulations regarding paint-dust, breathing protection, and collection and disposal of paint-scrappings, etc. Existing paint that is firmly adhered can remain, and need not be removed.

3. No sand-blast or water-blast shall be used to remove old paint. These techniques greatly harm the wood surface by eating away the soft layers of the wood-grain, leaving a heavily striated surface, fuzzed wood surfaces, and destroyed fine details such as beaded edges on clapboards, moulding corners etc. Water-blast impregnates the wood with water, causing additional paint peeling as the water later works its way out of the wood, creating an endless cycle of spraying and more peeling.

The writer has seen two clapboard houses virtually destroyed by water-blast, one with 1/8-inch-deep trenches etched into the clapboard and the other with deeply etched-out and fuzzed soft wood-grain throughout. The "spray-and-peel" cycle has also been observed.

No torches shall be used to remove old paint. Torching old paint (1) vaporizes the lead fumes, possibly giving lead-poisoning to the operator, and (2) invariable sets the building on fire, usually 2 or 3 hours after the crew has left the job, by starting an unseen smoldering fire to bird or squirrel nest straw that is hidden inside the walls or roof-eave. The fire flares up later when no one is around to notice it. The writer knows of four specific cases where this has happened, and heard of many others.

If it is desired to remove all the old paint, remember that this also "removes" the entire paint history of the historic building exterior. It is always desirable to leave history traces for those in the future.

The only techniques known to the writer to completely remove old paint with reasonable safety are hot-air blowers and heat-plates made to keep the temperature low enough to not vaporize lead or to set straw etc. on fire. This technique is slow and therefore costly. Another product is "Peel-Away" and similar strippers, but the chemical "ph" must be balanced upon completion to avoid further problems. Fuzzed wood surfaces can also result. The most cost-effective way of preparation is usually properly-performed scraping etc. as outlined herein.

4. Sand to "feather-edge" (bevel) all edges of remaining thick paint film that are next to bare wood. Do not sand channels into the wood faces, or sand into details such as clapboard beads or moulding profiles.

5. Lightly sand the faces of all exposed gray weathered wood, back down to expose the "bright" wood faces. This thin gray film is oxidized wood, which is essentially dirt and can be easily scraped off with the fingernail. No paint will stick to "dirt", so it is essential to sand down to bright wood wherever the old paint film is gone. The failure to remove oxidized gray wood-film is the single greatest cause of so-called "paint failure" when in fact it is "preparation failure". Most old wood surfaces have this gray film, even under paint, for usually the wood has been allowed to weather gray at some point in the past, and was then painted-over without proper preparation. The result is cracked and peeled new paint, usually within 2 years, even if "first-line" paint is used.



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Vibrating sanders and small hand-held belt sanders have been observed to work well without damage to the wood. Hand-sanding is best when the areas are not extensive.

6. Clean and spot-prime the newly-sanded exposed bright-wood areas with "first-line" quality oil base primer. Do not put latex paint on bare wood. It is not formulated to stick to bare wood and is another observed cause of "paint failure" (which is "application failure").

7. Clean all the old paint surfaces. Re-prime the old paint surfaces as a general rule, depending on the condition of the old paint film.

8. Paint one or two more coats (in addition to the primer coat), to achieve good coverage, using "first-line" quality paint. All paint companies have a "maintenance grade" paint, which is lower quality than "first-line". No "maintenance grade" paint shall be used.

Application shall be by brush, thoroughly brushing-in the paint to get it into all cracks and crevices, under clapboard edges etc.

No spray or roller application shall be used. Spraying involves "spray-shadows" wherein no paint gets into the shadow area, (typically cracks and under and behind edges of boards). Rollers have the same problem. With spraying, the paint is sometimes partially dry even before it hits the surface if the nozzle or spray-distance is not "just right". "Brushing-in" is the most effective way to achieve complete coverage of all surfaces including irregularities, cracks, edges, etc. A brushed texture is also the historically correct surface for historic buildings.

9. The above "scrape, sand and spot-prime" technique, properly done, on old peeled and weathered surfaces, with well-brushed-in "first line" paint, has been observed by the writer to easily last 6 to 8 years with little or no peeling. The writer has observed poorly prepared surfaces to resume extensive peeling in less than two years. Good (and proper) preparation and application are the most important aspects of repainting neglected and weathered historic building exteriors, in order for "good paint" to perform up to its technical capability.

10. Metal components, if rusty, shall have the rust removed, before cleaning and priming with rust-resistant oil-based primer. Terne-metal or galvanized metal roofs or gutters shall be cleaned with stiff natural fiber brushes, not steel brushes which will cut through the thin rust-protective coating of "terne" alloy or galvanized zinc, allowing the bare iron or steel sheet to rust even faster. After brushing the rust off with natural-fiber brushes, wipe the surface with mineral spirits and soft rags to remove the rust-dust.

Large metal areas such as roofs shall be painted with rust-resistant "long-oil" first line paint systems. "Long oil" systems have greater film flexibility than standard paint systems for metal, and this is essential to keep the paint film from peeling off the metal as the metal expands and contracts in sun and temperature variations.

A frequent preparation defect seen in the painting of new galvanized metal is failure to clean off the mill-oil film before priming. The new paint is guaranteed to peel off in sheets within a couple of years in such cases. The primer for galvanized metal shall be a "rust-resistant" formulation for that purpose.



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11. Galvanized gutters shall be cleaned and painted three coats inside as well as outside. Galvanizing is thin and new gutters will rust-out in about 14 years if left unpainted on the inside, if properly painted and kept painted they will last many years.

Do not remove original roof-cornice moulds to install new "ogee" gutters (a frequently-seen case). Keep the historic moulds and install slung half-round gutters and round downspouts of painted galvanized metal (or better, painted 16 oz. copper). This was a frequent 19th century type. An alternative is the installation of "Boston" or "Philadelphia" gutters that lie on and flash into the roof about a foot from the eave. Many 19th century houses were built with concealed gutters sunk into the roof behind the cornices. These invariably leak and cause extensive damage to the wooden roof cornices. For the sake of preserving the historic wooden cornice it is better to forsake this original but technically harmful detail and use either a Boston gutter or slung half-round gutter. Most historic concealed gutters were covered and abandoned decades ago because of the still-unsolved leaking problem and the subsequent cornice decay.

12. Where possible, replace rusted-out metal parts with painted copper or painted terne-coated stainless steel. While the metal cost is more than galvanized iron, the life is many decades, as opposed to usually 15 to 20 years for galvanized iron. There are "long-oil" paint systems designed for both copper and terne-coated metals.

END OF SECTION 09990 - GENERAL SPECIFICATIONS FOR
EXERIOR REPAINTING OF & ATTENDANT MINOR REPAIRS TO HISTORIC BUILDINGS