

## **PROJECT MANUAL**

# **AU PHARMACY RESEARCH BUILDING STRUCTURAL WORKS**

**Project No. 14-193**



**AUBURN**

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**UNIVERSITY**

**ISSUED FOR CONSTRUCTION SET  
(INCLUDES ADDENDA NOS. 1, 2 & 3)**



**January 21, 2016**

**FACILITIES MANAGEMENT SAMFORD AVENUE  
AUBURN UNIVERSITY, ALABAMA 36849-5515  
PHONE: 334.844.9450 FAX: 334.844.9458**

**Set No. \_\_\_\_\_**





12-02-15



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## Division 01

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**Key:** *AU Form = Auburn University Form*      *ABC Form =Alabama Building Commission Form*

*The following forms shall be revised or omitted to be Project specific:*

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AU Form C-1	Manual Cover
AU Form C-2a	AU Form C-0
AU Form C-2b	ABC Form C-3
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- F. 01 41 00 - Structural Tests and Special Inspections
- G. 01 50 00 - Temporary Facilities and Controls
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- I. 01 70 00 - Execution and Closeout Requirements
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AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 12-04-15

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**2.23 DIVISION 33 -- UTILITIES (NOT USED)**

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## ADVERTISEMENT FOR BID

Sealed proposals will be received from pre-qualified bidders by **Facilities Management** on behalf of Auburn University at 1161 West Samford Avenue, Auburn University, AL 36849 for:

- Phase 1: Site Infrastructure / Enabling Works Contractor due by **3:00 PM Central Time, Tuesday, December 8, 2015**.
- Phase 2: Foundation Contractor due by **3:00 PM Central Time, Tuesday, January 12, 2016**
- Phase 3: Structural Steel Contractor due by **3:00 PM Central Time, Tuesday, January 12, 2016**
- Phase 4: General Works Contractor **3:00 PM Central Time, Tuesday, April 26, 2016**

**14-193 / 15-035 / 15-222**  
**Pharmacy Research Building / School of Nursing / HSS Infrastructure**  
**AUBURN UNIVERSITY**

at which time and place they will be publicly opened and read in **Facilities Management Building One, Training Room A.**

### **A. SCOPE OF WORK:**

The general scope of the work includes but is not limited to:

- 14-193 Pharmacy Research Building (37,431 SF new building construction) (Phases 2,3, & 4)
- 15-035 School of Nursing (89,000 SF new building construction) (Phases 2,3, & 4)
- 15-222 HSS Infrastructure (site grading, utilities, erosion control, storm water system, temporary roads, perimeter fencing, and intersection improvements) (Phase 1)

Each phase will require separate pre-qualification.

For the prequalification instructions and full schedule or additional info, please contact:

### **Construction Manager:**

Hoar Program Management  
Attn: Nathan Dunn ([ndunn@hpmleadership.com](mailto:ndunn@hpmleadership.com)) or  
Jared Scheeter ([jscheeter@hpmleadership.com](mailto:jscheeter@hpmleadership.com))  
2203 Perimeter Road Suite 200, Mobile, AL 36615  
Phone: (205) 834-4754

### **B. DOCUMENTS:**

Drawings may be examined at the following locations:

Final plans and specifications will also be made available on the dates listed below for PRINTING and/ or EXAMINATION at the following locations:

- Alabama Graphics, 2801 5<sup>th</sup> Ave. S., Birmingham, Alabama 35233
- Auburn Reprographics & Supply, Inc., 660 North Dean Rd., Auburn, AL 36830
- Reed Construction Data, Document Processing Center, 30 Technology Parkway South, Suite 500, Norcross, GA, 30092-2912
- McGraw-Hill Construction Dodge at [network.construction.com](http://network.construction.com).

Drawings and specifications may be examined at the Office of the Owner:  
Design and Construction, Facilities Management  
1161 West Samford Avenue  
Auburn University, AL 36849

or downloaded from the LPW Bid Calendar at:

<https://sites.auburn.edu/admin/facilities/bidcalendar/Lists/Calendar/calendar.aspx>

**BONDS:**

A certified check or bid bond payable to Auburn University in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000.00, must accompany the bidder's proposal. Performance and Statutory Labor and Material Payment Bonds will be required at the signing of the Contract.

**BIDS:**

Bids must be submitted on proposal forms or copies thereof furnished by the **Architect**.

Dr. G. Jay Gogue, President  
Auburn University  
Auburn University, AL 36849

END

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**Dates of Advertisement:**

<b>Opelika Auburn News:</b>	<b>Sunday, October 18, 2015</b>
	<b>Sunday, October 25, 2015</b>
	<b>Sunday, November 1, 2015</b>
<b>Birmingham News:</b>	<b>Sunday, October 25, 2015</b>
<b>Atlanta Constitution:</b>	<b>Sunday, October 25, 2015</b>
<b>Montgomery Advertiser:</b>	<b>Sunday, October 25, 2015</b>

# 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 initiated 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.



## NON BOT PREQUALIFICATION CERTIFICATION

AUBURN UNIVERSITY PROJECT NUMBER: 14-193

PROJECT NAME: AU PHARMACY RESEARCH BUILDING

BID PACKAGE: STRUCTURAL WORKS (IF APPLICABLE)

AUBURN UNIVERSITY PROJECT LEAD THROUGH BIDDING: \_\_\_\_\_

DEADLINE TO COMPLETE QUESTIONNAIRE: CALENDAR DAYS BEFORE SCHEDULED BID DATE.  
(Recommend 21 days)

APPLICABLE NAICS CODE OR CODES FOR THIS PROJECT OR BID PACKAGE: \_\_\_\_\_

**PROJECT OR BID PACKAGE DESCRIPTION:**

{Insert Project and/or Bid Package Description. Should include key items that are important for this project.}

Before proceeding with the questionnaire below, your contractor registration information must be reviewed and/or edited for accuracy. Once your review and/or edit is complete, you must save/confirm the data. Once saved/confirmed, you will be allowed to proceed with the project specific pre-qualification questionnaire below. Any correspondence regarding this questionnaire will be emailed to the email address provided with the applicant's Part V submittals.

Past performance on Auburn University projects, based on contractor evaluations, will be used in conjunction with the information provided with this prequalification certification to determine if a contractor is approved to bid on this project.

All information provided by the applicant is subject to verification. Auburn University reserves the right to revoke the applicant's prequalification approval or consider a bid nonresponsive, per The Code of Alabama 1975, Title 39, and Section 39-2-4c and d, if it is determined that incorrect information was provided by a bidder in order to prequalify for this project.

This form must be electronically signed by a person legally authorized to sign contract documents for the firm requesting prequalification.

**DEFINITIONS/CLARIFICATIONS:**

A.

**Claims or Disputes:** Per the Alabama Building Commission General Conditions, Article 24, a claim or dispute is defined as follows.

"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."

- B. **Public Works:** The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.
- C. **Completed Project:** Achieving substantial completion as evidenced by certificate from owner.
- D. **Firms with more than one office:** All information requested in this questionnaire must be provided for the branch that will manage this project.
- E. **Length of Time:** When any question is asking for a length of time, such as years of experience, it is referring to time from the scheduled bid date.
- F. **Changing Proposed Project Team Members:** Contractors are allowed to request changing proposed project team members up to 15 calendar days before bid. This request must be in writing and be accompanied by all required documentation as called for in Part V, e – h, along with a signed statement confirming that all responses provided in the original prequalification are still "True" for proposed new personnel. This request, with submittal/documentation must be received by \_\_\_\_\_ at \_\_\_\_\_ @auburn.edu no later than 15 calendar days before the scheduled bid date. If all required information is not received by this deadline, the request will be denied.
- G. **Appeals Process for not being approved as a pre-qualified contractor:** All appeals must be received in writing by \_\_\_\_\_ at \_\_\_\_\_ @auburn.edu within 10 calendar days after being denied prequalification. The appeal should clearly state the grounds for appeal and include any necessary documentation. Auburn University will establish an appeals committee who will review the appeals and issue a final ruling.
- H. **Correspondence from Auburn University or its Agent regarding prequalification status or appeals:** All such correspondence will be sent to the primary and secondary contacts provided with Part V submittals by email.
- I. **Backlog Under Contract:** The total of the unbilled amounts on all current contracts.

#### **MANDATORY REQUIREMENTS:**

**Applicant must respond "True" or "False" for a – p below.** (If the applicant cannot answer "True" for all items in this section, its application for prequalification to bid on this project will be denied.)

- a. Applicant has completed the Auburn University contractor registration process and received approval of such. (True/False)
- b. Applicant's Alabama General Contractor's License includes \_\_\_\_\_ classification. (True/False)
- c. Applicant's Alabama General Contractor's License includes a bid limit of \_\_\_\_\_. ([insert written limits from drop down menu based on construction line item in budget](#)) (True/False)
- d. Applicant has been in business under current name for at least \_\_\_\_ ( ) years as of the scheduled bid date. ([recommend 3 years](#)) (True/False)
- e. Applicant has reviewed and will comply with Auburn University's insurance requirements. ([provide requirements or insert link to LPW requirements](#)) (True/False)

- f. Applicant has reviewed and will comply with Auburn University's safety requirements. (provide requirements or insert link to LPW requirements) (True/False)
- g. The applicant's bonding company has a Best Rating of A- or better and a United States Treasury Limit at least equal to the estimated contract sum of this project. (True/False)
- h. The applicant's surety firm has not completed any contract on the applicant's behalf, or paid for completion because the applicant was default terminated by a project owner within the last \_\_\_\_ (\_) years. (recommend 3 years) (True/False)
- i. Applicant's owners or officers have not been convicted of a crime involving the awarding of a contract for any construction project, or for the bidding or performance of a construction contract within the last \_\_\_\_ (\_) years. (recommend 3 years) (True/False)
- j. Applicant's surety firm has not have made any payments on the its behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on the applicant's behalf, in connection with any public or private construction project within the last \_\_\_\_ (\_) years. (recommend 3 years) (True/False)
- k. Applicant has a Drug Free Workplace Program that complies with the State of Alabama requirements. (True/False)
- l. The applicant, or any firm with which any of its owners, officers or partners was associated in a management role have not been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason. (True/False)
- m. Applicant does not have any current claims or disputes against Auburn University for a single project where the cumulative total equals or exceeds \_\_\_\_% of the current contract amount. (recommend 5%) (True/False)
- n.                              Applicant's Superintendent will be full time for this project.  
(True/False)
- o.                              Applicant's firm has successfully completed \_\_\_\_ or more projects with similar or comparable scopes, as described at the beginning of this document, within the last \_\_\_\_ (\_) years. (recommend 1 project in 6 years) (True/False)
- p.                              Applicant's Superintendent has successfully completed \_\_\_\_ or more projects with similar or comparable scopes, as described at the beginning of this document, within the last \_\_\_\_ (\_) years while in this position. (recommend 1 projects in 6 years) (True/False)

#### **ADDITIONAL REQUIRED INFORMATION FOR CONSIDERATION**

##### **PART A: DISPUTES & SETTLEMENTS**

**REQUIREMENTS: Applicant must respond "True" or "False" for a – c below. Provide a written explanation for any "False" responses as part of the required submittals.**

- a. Applicant has not been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner within the last \_\_\_\_ (\_) years. (recommend 3 years) (True/False)
- b. Applicant has not been denied an award of a public works contract based on a finding by a public agency that the firm was not a responsible bidder within the last \_\_\_\_ (\_) years. (recommend 3 years) (True/False)

- c. Applicant has not been involved in any claims or settlements within the last \_\_\_\_ (\_\_\_\_) years against project owners for completed or current projects where the cumulative total equaled or exceeded \_\_\_\_% of the contract amount of the project involved.  
*(recommend 3 years & 5%) (True/False)*

#### PART B: SAFETY

**Applicant must respond “True” or “False” for a – f below. “NA” is acceptable for a or b, depending on which one is not applicable to the applicant. Provide a written explanation for any “False” responses as part of the required submittals.**

- a. If applicant’s firm has 50 employees or less, its TRIR is equal or less than \_\_\_\_.  
*(recommend national average for last full year available) (True/False/NA)*
- b. If applicant’s firm has more than 50 employees, its TRIR is equal or less than \_\_\_\_.  
*(recommend national average for last full year available) (True/False/NA)*
- c. Applicant’s Experience Modification Rate (EMR) is equal or less than \_\_\_\_\_. (Note: An EMR is issued to your firm annually by your workers’ compensation insurance carrier.)  
*(Will be 1.0 unless Margaret Smith approves a different number) (True/False)*
- d. Applicant has a corporate safety officer with at least \_\_\_\_ years of experience in this position.  
*(recommend 2 years) (True/False)*
- e. OSHA has not cited and assessed penalties against the applicant for any “serious”, “willful”, or “repeat” violations of its safety or health regulations within in the last \_\_\_\_ (\_\_\_\_) years.  
*(recommend 3 years) (True/False)*
- f. The EPA, ADEM or another delegated agency have not cited and assessed penalties against the applicant or the owner of a project on which the applicant was the contractor within the last \_\_\_\_ (\_\_\_\_) years.  
*(recommend 3 years) (True/False)*

#### PART C: FIRM AND KEY PERSONNEL EXPERIENCE, PAST PERFORMANCE, and OTHER RELEVANT INFORMATION

**Applicant must respond “True” or “False” for a – h below. Provide a written explanation for any “False” responses as part of the required submittals.**

##### FIRM:

- a. Applicant’s average annual revenue for the past \_\_\_\_ (\_\_\_\_) years is at least \$ \_\_\_\_\_.  
*(recommend 3 years and a \$ value of approximately double the construction budget) (True/False)*
- b. Applicant’s backlog under contract is less than 150% of the its \_\_\_\_ (\_\_\_\_) year average annual revenue.  
*(recommend 3 years) (True/False)*
- c. Has successfully completed \_\_\_\_ public works projects within the last \_\_\_\_ years as a prime contractor with individual construction values equal to or greater than \$ \_\_\_\_\_.  
*(recommend 1 project in 3 years if construction budget is less than \$400,000 and 2 projects in 3 years if the construction budget is greater than \$400,000 with \$ approximately 50% of construction budget) (True/False)*
- d. Has successfully completed \_\_\_\_ higher education projects within the last \_\_\_\_ years as a prime contractor with individual construction values equal

to or greater than \$\_\_\_\_\_. (recommend 1 project in 3 years with \$ approximately 50% of construction budget) (True/False)

**PROPOSED SUPERINTENDENT:**

- e. Has successfully managed and completed \_\_\_ public works projects with individual construction values equal to or greater than \$\_\_\_\_\_ while in this position. (recommend 1 project in 3 years if construction budget is less than \$400,000 and 2 projects in 3 years if the construction budget is greater than \$400,000 with \$ approximately 50% of construction budget) (True/False)
- f. Has successfully managed and completed \_\_\_ higher education projects with individual construction values equal to or greater than \$\_\_\_\_\_ while in this position. (recommend 1 project in 3 years if construction budget is less than \$400,000 and 2 projects in 3 years if the construction budget is greater than \$400,000 with \$ approximately 50% of construction budget) (True/False)
- g. Has worked for this firm, in this position, for \_\_\_ or more years. (recommend 1 years) (True/False)
- h. Will not have any other duties other than supervision, QA/QC and Safety. (True/False)

**PART D: REQUIRED SUBMITTALS WITH THIS PREQUALIFICATION CERTIFICATION** (Where project information is required, the applicant can use the same projects as backup documentation for multiple requirements. However, each project provided must clearly state what Part and response the information is being provided as documentation for.)

- a. OSHA 300 and 300A Logs
- b. Copy of Alabama General Contractor's License
- c. Provide a primary and secondary point of contact along with their email addresses. (All correspondence regarding this application will be sent by email to these two contacts.)
- d. Name of CPA firm, or firms, who prepared certified financial statements for the applicant for the previous three (3) years. Include address, contact name and phone number. The firm, or firms, must be authorized to provide Auburn University or its agent verification of annual revenue.
- e. Project Organizational Chart (must include a minimum of two levels above on-site project staff)
- f. Proposed Project Team Resumes (Corporate Safety Officer, Project Manager and Superintendent)
- g. List of Projects, on applicant's letter head, used to document Mandatory Requirements, o and p. Include project name, description of work that documents similarity to this project, location, architect w/ contact name and phone number, owner w/ contact name and phone number plus the month and year of substantial completion.
- h. List of Projects, on applicant's letter head, used to document Part C, statements c - f. Include project name, description of work that documents

similarity to this project, location, architect w/ contact name and phone number, owner w/ contact name and phone number plus the month and year of substantial completion.

- i. Letter from applicant's bonding company:
  - i. Certifying that they have a Best Rating of A- or better, and a United States Treasury Limit at least equal to the contract sum of any projects they pre-qualify to bid on.
  - ii. Certifying the value of work currently under contract.
- j. Statement on applicant's letter head certifying the following.
  - i. Amount of work currently under contract, the year and month the firm was founded.
  - ii. Annual revenue for each of the five previous years.
- k. Written explanation, on applicant's letter head, for any "False" responses for Parts A – C of this application.
- l. Please provide the following information, on applicant's letter head, for the applicant's five most recently completed projects with a construction value equal to or greater than \$ \_\_\_\_\_ . *(recommend \$ approximately 50% of construction budget)*
  - i. Project name, location, architect w/ contact name and phone number, owner w/ contact name and phone number plus the month and year of substantial completion.

The company official signing below affirms that the information provided is current, accurate, true and sufficiently complete so as not to be misleading and that they are legally authorized to sign contract documents for the firm requesting this prequalification.

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(Electronic Signature)

## BOT PREQUALIFICATION CERTIFICATION

AUBURN UNIVERSITY PROJECT NUMBER: 14-193

PROJECT NAME: AU PHARMACY RESEARCH BUILDING

BID PACKAGE: STRUCTURAL WORKS (IF APPLICABLE)

AUBURN UNIVERSITY PROJECT LEAD THROUGH BIDDING: \_\_\_\_\_

DEADLINE TO COMPLETE QUESTIONNAIRE: \_\_\_ CALENDAR DAYS BEFORE SCHEDULED BID DATE.

(Recommend 45 days for greater than 20M, 30 days for 5M - 20M & 21 days for less than 5M)

APPLICABLE NAICS CODE OR CODES FOR THIS PROJECT OR BID PACKAGE: \_\_\_\_\_

**PROJECT OR BID PACKAGE DESCRIPTION:**

{Insert Project and/or Bid Package Description. Should include key items that are important for this project.}

Before proceeding with the questionnaire below, your contractor registration information must be reviewed and/or edited for accuracy. Once your review and/or edit is complete, you must save/confirm the data. Once saved/confirmed, you will be allowed to proceed with the project specific pre-qualification questionnaire below. Any correspondence regarding this questionnaire will be emailed to the email address provided with the applicant's Part V submittals.

All information provided by the applicant is subject to verification. Auburn University reserves the right to revoke the applicant's prequalification approval or consider a bid nonresponsive, per The Code of Alabama 1975, Title 39, and Section 39-2-4c and d, if it is determined that incorrect information was provided by a bidder in order to prequalify for this project.

This form must be electronically signed by a person legally authorized to sign contract documents for the firm requesting prequalification.

**I. DEFINITIONS/CLARIFICATIONS:**

- A. **Claims or Disputes:** Per the Alabama Building Commission General Conditions, Article 24, a claim or dispute is defined as follows.

"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."

- B. **Public Works:** The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to

be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

- C. **Completed Project:** Achieving substantial completion as evidenced by certificate from owner.
- D. **Firms with more than one office:** All information requested in this questionnaire must be provided for the branch that will manage this project.
- E. **Length of Time:** When any question is asking for a length of time, such as years of experience, it is referring to time from the scheduled bid date.
- F. **Changing Proposed Project Team Members:** Contractors are allowed to request changing proposed project team members up to 15 calendar days before bid. This request must be in writing and be accompanied by all required documentation as called for in Part V, e – h, along with a signed statement confirming that all responses provided in the original prequalification are still “True” for proposed new personnel. This request, with submittal/documentation must be received by \_\_\_\_\_ at \_\_\_\_\_ [@auburn.edu](mailto:@auburn.edu) no later than 15 calendar days before the scheduled bid date. If all required information is not received by this deadline, the request will be denied.
- G. **Appeals Process for not being approved as a pre-qualified contractor:** All appeals must be received in writing by \_\_\_\_\_ at \_\_\_\_\_ [@auburn.edu](mailto:@auburn.edu) within 10 calendar days after being denied prequalification. The appeal should clearly state the grounds for appeal and include any necessary documentation. Auburn University will establish an appeals committee who will review the appeals and issue a final ruling.
- H. **Correspondence from Auburn University or its Agent regarding prequalification status or appeals:** All such correspondence will be sent to the primary and secondary contacts provided with Part V submittals by email.
- I. **Backlog Under Contract:** The total of the unbilled amounts on all current contracts.

## II. MANDATORY REQUIREMENTS:

REQUIREMENTS: **Applicant must respond “True” or “False” for a – t below.** (If the applicant cannot answer “True” for all items in this section, its application for prequalification to bid on this project will be denied.)

- A. Applicant has completed the Auburn University contractor registration process and received approval of such. (True/False)
- B. Applicant’s Alabama General Contractor’s License includes \_\_\_\_\_ classification. (True/False)
- C. Applicant’s Alabama General Contractor’s License includes a bid limit of \_\_\_\_\_. ([insert written limits](#)) (True/False)
- D. Applicant has been in business under current name for at least \_\_\_\_\_ ( ) years as of the scheduled bid date. ([recommend 5 years](#)) (True/False)
- E. Applicant’s average annual revenue for the past \_\_\_\_\_ ( ) years is at least \$ \_\_\_\_\_. ([recommend 5 years and a \\$ value of approximately double the construction budget](#)) (True/False)

- F. Applicant's backlog under contract is less than 150% of the its \_\_\_\_ (\_) year average annual revenue. ([recommend 5 years](#)) (True/False)
- G. Applicant has reviewed and will comply with Auburn University's insurance requirements. ([provide requirements or insert link to LPW requirements](#)) (True/False)
- H. Applicant has reviewed and will comply with Auburn University's safety requirements. ([provide requirements or insert link to LPW requirements](#)) (True/False)
- I. The applicant's bonding company has a Best Rating of A- or better and a United States Treasury Limit at least equal to the estimated contract sum of this project. (True/False)
- J. The applicant's surety firm has not completed any contract on the applicant's behalf, or paid for completion because the applicant was default terminated by a project owner within the last \_\_\_\_ (\_) years. ([recommend 5 years](#)) (True/False)
- K. Applicant's owners or officers have not been convicted of a crime involving the awarding of a contract for any construction project, or for the bidding or performance of a construction contract within the last \_\_\_\_ (\_) years. ([recommend 5 years](#)) (True/False)
- L. Applicant's surety firm has not made any payments on the its behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on the applicant's behalf, in connection with any public or private construction project within the last \_\_\_\_ (\_) years. ([recommend 5 years](#)) (True/False)
- M. Applicant has a Drug Free Workplace Program that complies with the State of Alabama requirements. (True/False)
- N. The applicant, or any firm with which any of its owners, officers or partners was associated in a management role have not been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason. (True/False)
- O. Applicant does not have any current claims or disputes against Auburn University for a single project where the cumulative total equals or exceeds \_\_\_\_% of the current contract amount. ([recommend 5% for 0-5M, 4% for 5M – 10M, 3% for 10M – 25M, 2% for 25M – 50M & 1% for >50M](#)) (True/False)
- P.                   Applicant's firm has successfully completed \_\_\_\_ or more projects with similar or comparable scopes, as described at the beginning of this document, within the last \_\_\_\_ (\_) years. ([recommend 2 projects in 10 years](#)) (True/False)
- Q.                   Applicant's Project Manager will be full time, on site, for this project. (True/False) ([RECOMMEND THIS STATEMENT BE DELETED IF PROJECT TEAM DOES NOT THINK A FULL TIME, ON SITE, PROJECT MANAGER IS NECESSARY.](#))
- R.                   Applicant's Project Manager has successfully completed \_\_\_\_ or more projects with similar or comparable scopes, as described at the beginning of this document, within the last \_\_\_\_ (\_) years while in this position. ([recommend 2 projects in 10 years](#)) (True/False)

- S.                   Applicant's Superintendent will be full time for this project.  
(True/False)
- T.                   Applicant's Superintendent has successfully completed \_\_\_\_ or more projects with similar or comparable scopes, as described at the beginning of this document, within the last \_\_\_\_ (\_) years while in this position. (recommend 2 projects in 10 years) (True/False)

### III. ADDITIONAL REQUIRED INFORMATION FOR CONSIDERATION

#### A: DISPUTES & SETTLEMENTS

**REQUIREMENTS:** Applicant must respond "True" or "False" for a – c below. A written explanation is mandatory for any "False" responses as part of the required submittals.

1. Applicant has not been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner within the last \_\_\_\_ (\_) years. (recommend 5 years) (True/False)
2. Applicant has not been denied an award of a public works contract based on a finding by a public agency that the firm was not a responsible bidder within the last \_\_\_\_ (\_) years. (recommend 5 years) (True/False)
3. Applicant has not been involved in any claims or settlements within the last \_\_\_\_ (\_) years against project owners for completed or current projects where the cumulative total equaled or exceeded \_\_\_\_% of the contract amount of the project involved. (recommend 5 years & 5% for 0-5M, 4% for 5M – 10M, 3% for 10M – 25M, 2% for 25M – 50M & 1% for >50M) (True/False)

#### B: SAFETY

**REQUIREMENTS:** Applicant must respond "True" or "False" for a – g below. "NA" is acceptable for a or b, depending on which one is not applicable to the applicant. A written explanation is mandatory for any "False" responses as part of the required submittals.

1. If applicant's firm has 50 employees or less, its TRIR is equal or less than \_\_\_\_\_. (recommend national average for last full year available) (True/False/NA)
2. If applicant's firm has more than 50 employees, its TRIR is equal or less than \_\_\_\_\_. (recommend national average for last full year available) (True/False/NA)
3. Applicant's Experience Modification Rate (EMR) is equal or less than \_\_\_\_\_. (Note: An EMR is issued to your firm annually by your workers' compensation insurance carrier.) (recommend 1.0) (True/False)
4. Applicant has a corporate safety officer with at least \_\_\_\_ years of experience in this position. (recommend 3 years) (True/False)
5. Applicant's proposed on-site safety and health officer has at least \_\_\_\_ years of experience in this position and will be solely dedicated to safety and health \_\_\_\_% of the time. (Recommend 5 years with % dictated by project. NOTE: Superintendent or Project Manager may be used in this role on smaller projects.) (True/False)

6. OSHA has not cited and assessed penalties against the applicant for any "serious", "willful", or "repeat" violations of its safety or health regulations within in the last \_\_\_\_ (\_) years. (recommend 5 years) (True/False)
7. The EPA, ADEM or another delegated agency have not cited and assessed penalties against the applicant or the owner of a project on which the applicant was the contractor within the last \_\_\_\_ (\_) years. (recommend 5 years) (True/False)

**C: FIRM AND KEY PERSONNEL FIRM EXPERIENCE, PAST PERFORMANCE, and OTHER RELEVANT INFORMATION**

**REQUIREMENTS:** Applicant must respond "True" or "False" for a – i below. A written explanation is mandatory for any "False" responses as part of the required submittals.

1. **FIRM:**
  - a. Has successfully completed \_\_\_\_ public works projects within the last \_\_\_\_ years as a prime contractor with individual construction values equal to or greater than \$\_\_\_\_\_. (recommend 2 projects in 10 years with \$ approximately 50% of construction budget) (True/False)
  - b. Has successfully completed \_\_\_\_ higher education projects within the last \_\_\_\_ years as a prime contractor with individual construction values equal to or greater than \$\_\_\_\_\_. (recommend 2 projects in 10 years with \$ approximately 50% of construction budget) (True/False)
2. **PROPOSED PROJECT MANAGER:**
  - a. Has successfully managed and completed \_\_\_\_ public works projects with individual construction values equal to or greater than \$\_\_\_\_\_. while in this position. (recommend 2 projects with \$ approximately 50% of construction budget) (True/False)
  - b. Has successfully managed and completed \_\_\_\_ higher education projects with individual construction values equal to or greater than \$\_\_\_\_\_. while in this position. (recommend 2 projects with \$ approximately 50% of construction budget) (True/False)
  - c. Has worked for this firm, in this position, for \_\_\_\_ or more years. (recommend 2 years) (True/False)
3. **PROPOSED SUPERINTENDENT:**
  - a. Will not have any other duties other than supervision and QA/QC. (recommend for projects over 15M) (True/False)
  - b. Has successfully managed and completed \_\_\_\_ public works projects with individual construction values equal to or greater than \$\_\_\_\_\_. while in this position. (recommend 2 projects with \$ approximately 50% of construction budget) (True/False)
  - c. Has successfully managed and completed \_\_\_\_ higher education projects with individual construction values equal to or greater than \$\_\_\_\_\_. while in this position. (recommend 2 projects with \$ approximately 50% of construction budget) (True/False)

- d. Has worked for this firm, in this position, for \_\_\_\_ or more years.  
(recommend 2 years) (True/False)

**D: REQUIRED SUBMITTALS WITH THIS PREQUALIFICATION CERTIFICATION** (Where project information is required, the applicant can use the same projects as backup documentation for multiple requirements. However, each project provided must clearly state what Part and response the information is being provided as documentation for.)

1. OSHA 300 and 300A Logs
2. Copy of Alabama General Contractor's License
3. Provide a primary and secondary point of contact along with their email addresses. All correspondence regarding this application will be sent by email to these two contacts.
4. Name of the firm, or firms, which prepared certified financial statements for the applicant for the previous five (5) years. Include address, contact name and phone number. The firm, or firms, must be authorized by the applicant to provide Auburn University or its agent verification of annual revenue.
5. Project Organizational Chart (must include a minimum of two levels above on-site project staff)
6. Proposed Project Team Resumes (Corporate Safety Officer, Project Manager, On-Site Safety & Health Officer and Superintendent)
7. List of Projects, on applicant's letter head, used to document Section I, requirements P, R and T. Include project name, description of work that documents similarity to this project, location, architect w/ contact name and phone number, owner w/ contact name and phone number plus the month and year of substantial completion.
8. List of Projects, on applicant's letter head, used to document Section III / C / 1 / a & b, Section III / C / 2 / a & b and Section III / C / 3/ b & c. Include project name, description of work that documents similarity to this project, location, architect w/ contact name and phone number, owner w/ contact name and phone number plus the month and year of substantial completion.
9. Letter from applicant's bonding company:
  - a. Certifying that they have a Best Rating of A- or better, and a United States Treasury Limit at least equal to the contract sum of any projects they pre-qualify to bid on.
  - b. Certifying the value of work currently under contract.
10. Statement on applicant's letter head certifying the following.
  - a. Amount of work currently under contract, the year and month the firm was founded.
  - b. Annual revenue for each of the five previous years.
11. Written explanation, on applicant's letter head, for any "False" responses for Sections II & III of this application.

12. Please provide the following information, on the applicant's letter head, for the applicant's five most recently completed projects with a construction value equal to or greater than \$\_\_\_\_\_ . (recommend \$ approximately 50% of construction budget)
13. Project name, location, architect w/ contact name and phone number, owner w/ contact name and phone number plus the month and year of substantial completion.

The company official signing below affirms that the information provided is current, accurate, true and sufficiently complete so as not to be misleading and that they are legally authorized to sign contract documents for the firm requesting this prequalification.

---

(Electronic Signature)



## PROPOSAL FORM

This form was revised by Addendum No. 2

To: \_\_\_\_\_  
(Awards 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 **WORK**

\_\_\_\_\_ in

accordance with Drawings and Specifications, prepared by

14-193 Goodwyn | Mills | Cawood, Architect/Engineer Dated 12/4/15

15-035 Stacy Norman Architects, LLC, Architect/Engineer. Dated 12/21/15

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.

**14-193 ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

**15-035 ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

### BASE BID:

**Item A:** Project 14-193 Pharmacy Research Building – Structural Works Phase 2

For construction complete as shown and specified, the sum of \_\_\_\_\_

\_\_\_\_ Dollars (\$ \_\_\_\_\_) )

**Item B: Project 15-035 School of Nursing – Structural Works Phase 2**

For construction complete as shown and specified, the sum of \_\_\_\_\_

\_\_\_\_ Dollars (\$ \_\_\_\_\_) )

**BASE BID: TOTAL FOR BOTH SCOPES OF WORK ITEMS A&B ABOVE**

For construction complete as shown and specified, the sum of \_\_\_\_\_

\_\_\_\_ Dollars (\$ \_\_\_\_\_) )

**UNIT PRICES - (See Attach AU Form C-3C)**

**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.



**ACCOUNTING OF SALES TAX**  
**Attachment to ABC Form C-3**  
**Proposal Form**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Awarding Authority)

**Name of Project:** AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS #14-193

**SALES TAX ACCOUNTING**

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

**ESTIMATED SALES TAX AMOUNT**

**BASE BID:** \$ \_\_\_\_\_

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

Alternate No. 2 ( ..... ) (add)(deduct) \$ \_\_\_\_\_

Alternate No. 3 ( ..... ) (add)(deduct) \$ \_\_\_\_\_

Alternate No. 4 ( ..... ) (add)(deduct) \$ \_\_\_\_\_

Alternate No. 5 ( ..... ) (add)(deduct) \$ \_\_\_\_\_

Alternate No. 6 ( ..... ) (add)(deduct) \$ \_\_\_\_\_

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

**Legal Name of Bidder** \_\_\_\_\_

Mailing Address \_\_\_\_\_

\* **By (Legal Signature)** \_\_\_\_\_

\* Name (type or print) \_\_\_\_\_

(Seal)

\* Title \_\_\_\_\_

Telephone Number \_\_\_\_\_



**STATED ALLOWANCES AND UNIT PRICES**  
**Attachment to ABC Form C-3**  
**Proposal Form**

**STATED ALLOWANCE AND UNIT PRICES**

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Lump Sum Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Lump Sum Base and/or Alternate Bids. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

<u>ITEM</u>	<u>ALLOWANCE QUANTITY</u>	<u>ALLOWANCE UNIT PRICE</u>	<u>TOTAL</u>

### Allowance Usage Authorization

AU Job No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
\_\_\_\_\_

Date Issued: \_\_\_\_\_  
Bid Package No.: \_\_\_\_\_  
Authorization No.: \_\_\_\_\_

Ref.: \_\_\_\_\_  
\_\_\_\_\_

Item	Description	Proposal - "Attachment B"				From Previous	This Period	Allowance Qty. Remaining	Allowance \$ Remaining
		Allowance Qty	Unit	Allowance Unit Price	Total				
1					\$0.00	-	-	0	\$0.00
2					\$0.00	-	-	0	\$0.00
3					\$0.00	-	-	0	\$0.00
4					\$0.00	-	-	0	\$0.00
5					\$0.00	-	-	0	\$0.00
6					\$0.00	-	-	0	\$0.00
7					\$0.00	-	-	0	\$0.00
8					\$0.00	-	-	0	\$0.00
9					\$0.00	-	-	0	\$0.00
10					\$0.00	-	-	0	\$0.00
11					\$0.00	-	-	0	\$0.00
12					\$0.00	-	-	0	\$0.00
13					\$0.00	-	-	0	\$0.00
	TOTAL				\$0.00				

Contractor shall notify AU Project Manager in writing, if authorized allowance(s) is projected to exceed its proposal quantity. This form only authorizes the use of allowances as defined in Contractors Attachment "B" to the proposal form. Any work required beyond the proposal allowance(s) shall be approved by Construction Manager / Owner. All terms and conditions of the Contract Documents shall remain unchanged.

APPROVED BY: Auburn University

ACCEPTED BY: CONTRACTOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Certifications of Compliance

By signing below and submitting this bid, the bidder is hereby certifying that they are in full compliance with all applicable laws of Code of Alabama and acts related to:

Title 34: Professions and Businesses

Title 39: Public Works

Title 41: State Government

**CERTIFICATION:** The undersigned certifies that he or she is authorized to execute this certification on behalf of the Bidder as legally named on the Proposal Form (ABC Form C-3).

Legal Name of Bidder

---

Mailing Address

---

By (Legal Signature) \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_



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

(1)

BC Project No.

# **CONSTRUCTION CONTRACT**

- (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  
(10) (\$              ) and is the sum of the Contractor's Base Bid for the Work and the following  
**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.

- (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.

<b>APPROVALS</b>	<b>CONTRACTING PARTIES</b>
<hr/>	
By _____	
By _____ Name & Title _____	
 <b>STATE OF ALABAMA BUILDING COMMISSION</b> <i>(Not required for locally-funded, SDE projects.)</i>	
By _____ Director, Technical Staff	 Contractor <hr/> Owner <hr/>
By _____ Name & Title _____	

# PERFORMANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

(1) 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.

- 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 \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

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



# PAYMENT BOND

*USE BLACK INK ONLY*

## SURETY'S BOND NUMBER

- (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.

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

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

(9) ATTEST:

**CONTRACTOR as PRINCIPAL:**

---

---

By \_\_\_\_\_

(10) Countersigned by

Alabama Resident Agent for Surety:

Name and Title

**SURETY:**

By \_\_\_\_\_

---

---

By \_\_\_\_\_

Name

---

Name and Title

Address

(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

## CONTENTS

1. Definitions
2. Intent and Interpretation of the Contract Documents
3. Contractor's Representation
4. Documents Furnished to Contractor
5. Ownership of Drawings
6. Supervision, Superintendent, & Employees
7. Review of Contract Documents and Field Conditions by Contractor
8. Surveys by Contractor
9. Submittals
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29. Progress Payments
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32. Substantial Completion
33. Occupancy or Use Prior to Completion
34. Final Payment
35. Contractor's Warranty
36. Indemnification Agreement
37. Insurance
38. Performance and Payment Bonds
39. Assignment
40. Construction by Owner or Separate Contracts
41. Subcontracts
42. Architect's Status
43. Cash Allowances
44. Permits, Laws and Regulations
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46. Use of the Site
47. Cutting and Patching
48. In-progress and Final Cleanup
49. Liquidated Damages
50. Use of Foreign Material
51. Sign

## **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 reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

## ARTICLE 8

### **SURVEYS by CONTRACTOR**

- A. The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for

the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.

- B. The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

## **ARTICLE 9** **SUBMITTALS**

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

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

## H. **DEVIATIONS**

- (1) The Architect is authorized by the Owner to approve "minor" deviations from the requirements of the Contract Documents. "Minor" deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not "minor" may be authorized only by the Owner through the Change Order procedures of Article 19.
- (2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a "Deviation from Contract Requirements" (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect's attention to, and request specific approval of, the deviation. Otherwise, the Architect's approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.
- (3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

## I. **ARCHITECT'S REVIEW and APPROVAL**

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

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

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

## **J. CONFORMANCE with SUBMITTALS**

The Work shall be constructed in accordance with approved Submittals.

## **ARTICLE 10 DOCUMENTS and SAMPLES at the SITE**

### **A. “AS ISSUED” SET**

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

### **B. “POSTED” SET**

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

### **C. RECORD SET**

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

D. The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, 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 endanger safety of the construction, site, or persons on or near the site.
- I. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.
- J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

## **ARTICLE 15** **HAZARDOUS MATERIALS**

- A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the Architect and Owner of the condition in writing.
- C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the

nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.

- D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

## **ARTICLE 16** **INSPECTION of the WORK**

### **A. GENERAL**

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, 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 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. FREQUENCY of PROGRESS PAYMENTS**

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

**B. SCHEDULE of VALUES**

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a 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 81/2" × 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

- (I) Mandatory thirty day notice of cancellation / non-renewal / change
- (5) **MAXIMUM DEDUCTIBLE.** Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

**B. INSURANCE COVERAGES**

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

- (1) **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE**
- (a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.
- (b) Employer's Liability Insurance limits shall be at least:
- .1 Bodily Injury by Accident - \$1,000,000 each accident  
.2 Bodily Injury by Disease - \$1,000,000 each employee
- (2) **COMMERCIAL GENERAL LIABILITY INSURANCE**
- (a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:
- | <u>Coverage</u>                             | <u>Limit</u>                   |
|---|--------------------------------|
| .1 General Aggregate                        | \$ 2,000,000.00 per Project    |
| .2 Products, Completed Operations Aggregate | \$ 2,000,000.00 per Project    |
| .3 Personal and Advertising Injury          | \$ 1,000,000.00 per Occurrence |
| .4 Each Occurrence                          | \$ 1,000,000.00                |
- (b) Additional Requirements for Commercial General Liability Insurance:
- .1 The policy shall name the Owner, Architect, Alabama 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.

## **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

**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%. ~~No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. 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. ~~No allowance~~

~~for overhead and profit shall be figured on a change which involves a net credit to the Owner. 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 (SIF))

1. Article 37 "Contractor's and Subcontractors' Insurance", Paragraph E is 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 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-not be applicable to loss or damage that occurs after final acceptance of the Work, and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

END of ATTACHMENT B to the  
GENERAL CONDITIONS of the CONTRACT



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

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 the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
  4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Alabama State Department of Finance

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

USE BLACK INK ONLY

# BID BOND

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:**

---

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By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**SURETY:**

ATTEST

---

---

---

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title



**This form is mandatory and must be executed prior to the start of construction for all new buildings containing class rooms or dorm rooms constructed on the grounds of a public 2-year or 4-year institution awarded after August 1, 2012.**

## ATTACHMENT F

B.C. #

# **Contractor's Statement of Responsibility for Construction of Safe Space**

**Project Name**

#### **Owner**

## Architect

I, \_\_\_\_\_, acknowledge that I am responsible to the  
General Contractor

Alabama Building Commission, State Department of Education, Architect and Owner for the construction of the main wind-force resisting system and any other components listed in the attached **Quality Assurance Plan (QAP)**.

I acknowledge that I am aware of the special requirements contained in the QAP.

I certify that control will be exercised to obtain compliance with the construction documents. The procedures for exercising control shall be as listed below:

Control Procedure	How Reported	Distributed To	Frequency of Distribution

(Attach additional pages if needed)

Furthermore, the following persons will be responsible for exercising control in accordance with the QAP. Any changes to the persons listed below will be coordinated with the Owner a minimum of 3 calendar days in advance of the change. The Owner shall provide written objections to the changes

**This form is mandatory and must be executed prior to the start of construction for all new buildings containing class rooms or dorm rooms constructed on the grounds of a public 2-year or 4-year institution awarded after August 1, 2012.**

within 10 calendar days. No response shall be deemed acceptance.

Name of Person

Responsibility for QAP

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Signed and sealed on this date, \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Name and Title \_\_\_\_\_

**LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS**  
**Attachment to ABC Form C-3**  
**Proposal Form**

**This document was revised by Addendum No. 2**

The apparent low bidder shall submit to the Owner and the Architect a complete list of all subcontractors with their State of Alabama (Sub) Contractor's license numbers and all materials suppliers for subcontracts and/or material purchases in excess of \$50,000.00.

**03 3000 Cast-In-Place Concrete:**

Subcontractor Name/Phone: \_\_\_\_\_

License Number: \_\_\_\_\_

**04 2000 Unit Masonry Assemblies:**

Subcontractor Name/Phone: \_\_\_\_\_

License Number: \_\_\_\_\_

**05 1200 Structural Steel Framing:**

Subcontractor Name/Phone: \_\_\_\_\_

License Number: \_\_\_\_\_

Manufacturer Name/Phone: \_\_\_\_\_

**05 2100 Steel Joists:**

Subcontractor Name/Phone: \_\_\_\_\_

License Number: \_\_\_\_\_

Manufacturer Name/Phone: \_\_\_\_\_

**05 3100 Steel Deck:**

Subcontractor Name/Phone: \_\_\_\_\_

License Number: \_\_\_\_\_

Manufacturer Name/Phone: \_\_\_\_\_

**05 4000 Cold Formed Metal Framing:**

Subcontractor Name/Phone: \_\_\_\_\_

License Number: \_\_\_\_\_

Manufacturer Name/Phone: \_\_\_\_\_

**Note:** Bidder must name one and only one entity for each of the above trades. Where the subcontractor and supplier or manufacturers are required, list both in the spaces provided.





## Quick Tips Understanding the Acord Certificate of Insurance For Large Public Works Projects

Auburn University – Risk Management & Safety

<p><b>1. PRODUCER</b> Insurance Agent/Broker who issues certificate.</p> <p><b>2. NAME OF INSURED</b> Must be the legal name of the contracting party.</p> <p><b>3. TYPES OF INSURANCE</b> Must include the types of insurance required by contract.</p> <p><b>4. POLICY FORM</b> "Claims made" or "occurrence" form.</p> <p><b>5. GENERAL AGGREGATE</b> Should apply per-project.</p> <p><b>6. NAMED ADDITIONAL INSURED</b> Auburn University, its Board of Trustees, Administrators, Faculty, Staff and Agents must be named additional insured. Coverage must be primary and non-contributory.</p> <p><b>7. CERTIFICATE HOLDER</b> Must be Auburn University.</p>	 <p><b>CERTIFICATE OF LIABILITY INSURANCE</b></p> <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE and the certificate holder in an ACORD ENDORSED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">PRODUCER</td> <td colspan="3">CONTACT NAME: _____ PHONE: _____ FAX: _____ EMAIL: _____ ADDRESS: _____</td> <td style="width: 10%;">DATE (MM/DD/YYYY) 10/01/2012</td> </tr> <tr> <td>INSURED</td> <td colspan="3">INSURER A: UNITED INSURANCE COMPANY INSURER B: CAPITAL INSURANCE COMPANY INSURER C: FEDERAL INSURANCE COMPANY INSURER D: STATE INSURANCE COMPANY INSURER E: _____ INSURER F: _____</td> <td>NAME &amp; 12345 23456 34567 45678 INSURER F: _____</td> </tr> <tr> <td colspan="3">COVERAGES</td> <td>CERTIFICATE NUMBER:</td> <td>REVISION NUMBER:</td> </tr> <tr> <td colspan="3"> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PREMIUM PAYMENT OR AID CLAIM.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">FORM LTH</th> <th rowspan="2">TYPE OF INSURANCE</th> <th rowspan="2">ADOL. RISK #POLY. #INSN.</th> <th rowspan="2">POLICY NUMBER</th> <th rowspan="2">POLICY EFFECT DATE (MM/DD/YY) 10/1/2012</th> <th rowspan="2">POLICY EXPIR. DATE (MM/DD/YY) 10/1/2013</th> <th colspan="2">LIMITS</th> </tr> <tr> <th>GENERAL LIABILITY</th> <th>EACH OCCURRENCE DAMAGE TO RENTED PREMISES &amp; EQUIPMENT \$1,000,000</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>GENERAL LIABILITY</td> <td>BOL123456789</td> <td></td> <td></td> <td></td> <td>COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability <input checked="" type="checkbox"/></td> <td>MEML EXP (Any one occurr.) \$100,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PERSONAL &amp; ADV. INJURY \$1,000,000</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE \$2,000,000</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMMOD. 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 **8. NAIC #** Should be included for each insurance company.  **9. POLICY EFFECTIVE DATE** Must be prior to or coincidental with effective date of contract.  **10. POLICY EXPIRATION DATE** If occurrence form, date must be on or after termination of contract.  **11. LIMITS OF INSURANCE** Must be the same or greater than required by contract.  **12. DESCRIPTION OF OPERATIONS** Place and event are sometimes described here. Policy must be endorsed to include a waiver of subrogation in favor of AU. Project Name/Number must be shown here.  **13. NOTICE OF CANCELLATION** Must be modified as indicated; 30 days required.  **14. AUTHORIZED REPRESENTATIVE** Must be signed or electronically stamped. |

### The ACORD Certificate of Insurance

- THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
- NAME OF INSURED: Must be legal name of contracting party.
- TYPES OF INSURANCE: Must include types required by contract.
- POLICY FORM: Will indicate claims-made or occurrence form; see "8. Policy Expiration Date", and Glossary for additional information.
- NAMED ADDITIONAL INSURED: The Certificate must state, either under Description of Operations or by attached endorsement, that Auburn University, its Board of Trustees, Administrators, Faculty, Staff and Agents are additional insured.
- CERTIFICATE HOLDER: Must be Auburn University; address must include campus, department, contact person.
- POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
- POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
- LIMITS OF INSURANCE: Must be same or greater than required by contract.
- DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
- NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days notice to the certificate holder named to the left."
- AUTHORIZED REPRESENTATIVE: Must be signed or electronically stamped by an authorized representative of Producer.



## Quick Tips Understanding the Acord Certificate of Insurance For Small Public Works Projects

<p><b>1. PRODUCER</b> Insurance Agent/Broker who issues certificate.</p> <p><b>2. NAME OF INSURED</b> Must be the legal name of the contracting party.</p> <p><b>3. TYPES OF INSURANCE</b> Must include the types of insurance required by contract.</p> <p><b>4. POLICY FORM</b> “Claims made” or “occurrence” form.</p> <p><b>5. GENERAL AGGREGATE</b> Should apply per-project.</p> <p><b>6. NAMED ADDITIONAL INSURED</b> Auburn University, its Board of Trustees, Administrators, Faculty, Staff and Agents must be named additional insured. Coverage must be primary and non-contributory.</p> <p><b>7. CERTIFICATE HOLDER</b> Must be Auburn University.</p>	 <b>CERTIFICATE OF LIABILITY INSURANCE</b> <small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small> <small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy[ies] must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PRODUCER</td> <td style="width: 50%;">CONTACT NAME PHONE (A/C. No. End) FAX E-MAIL ADDRESS:</td> </tr> <tr> <td>Reliable Insurance Agency 300 S. 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NOTICE OF CANCELLATION</b> Must be modified as indicated; 30 days required.</p> <p><b>14. AUTHORIZED REPRESENTATIVE</b> Must be signed or electronically stamped.</p>
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### The ACORD Certificate of Insurance

- THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
- NAME OF INSURED: Must be legal name of contracting party.
- TYPES OF INSURANCE: Must include types required by contract.
- POLICY FORM: Will indicate claims-made or occurrence form; see “8. Policy Expiration Date” and Glossary for additional information.
- NAMED ADDITIONAL INSURED: The Certificate must state, either under Description of Operations or by attached endorsement, that Auburn University, its Board of Trustees, Administrators, Faculty, Staff and Agents are additional insured.
- CERTIFICATE HOLDER: Must be Auburn University; address must include campus, department, contact person.
- POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
- POLICY EXPIRATION DATE: For “occurrence” form coverage, date should be on or after the termination date of contract; if “claims-made coverage,” coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
- LIMITS OF INSURANCE: Must be same or greater than required by contract.
- DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
- NOTICE OF CANCELLATION: This language must be modified to read: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days notice to the certificate holder named to the left.”
- AUTHORIZED REPRESENTATIVE: Must be signed or electronically stamped by an authorized representative of Producer.



**STATE OF ALABAMA  
BUILDING COMMISSION**

770 Washington Avenue, Suite 444  
Montgomery, Alabama 36130  
(334) 242-4082 FAX (334) 242-4182

**PRE-CONSTRUCTION CONFERENCE  
CHECKLIST**

The following recommended topics to be covered during a Preconstruction Conference. Contact the BC Project Inspector by telephone at least seven (7) days prior to scheduling the conference in order to give him time to coordinate his schedule accordingly.

*\*Item should be discussed while Owner is present.*

	*1. Name and relationship to job of local Owner personnel
	2. Public officials involved
	3. Names of architect personnel involved
	4. Construction sets of plans available
	5. Verify alternates accepted, etc.
	6. List of sub-contractors - submit for approval
	7. Cost breakdown & Progress Schedule - submit for approval
	8. Method of approving monthly payment requests
	9. Change Orders - Documentation - no prior work, <b>unless authorized in writing</b>
	10. Shop drawings, sepia type, time to process
	11. Advance notice for required inspections
	12. Above ceiling inspections by Architect, Engineers, BC Inspector, Contractor, & Subs
	13. Other inspections required before work is covered
	14. Inspection report distribution
	15. Record Drawings, definition of, procedures
	16. Project sign and other job signs
	17. Job telephone
	*18. Overall phasing of job
	19. Contractor's duty to coordinate work of separate contractors
	*20. Use of site and existing building, access drive, signs
	*21. Use of existing toilets
	*22. Coordinate any utilities supplied by Owner
	*23. Coordinate outages and work in existing building with Owner
	24. Keeping existing exit paths open
	25. Routine job cleanup

	26. O.S.H.A. - Report all accidents - safety General Contractor's responsibility
	27. Contractor is reminded of obligation to comply with the Alabama Child Labor Law
	28. Project limits
	29. Building location relative to critical property line, easement, setback, etc.
	30. Locating property line, corners, etc.
	31. Verify sanitary outfall before committing floor level
	32. Procedure if bad soil or rock is encountered
	33. Stockpiling topsoil
	34. Protecting trees
	35. Soil compaction, type soil, lab tests, etc.
	36. Soil Treatment
	37. Surveyor to check foundation wall if location critical
	38. Ready mix plant, file delivery tickets, slump tests, cylinders
	39. Quality of concrete work; concrete testing
	40. Inspections before pouring concrete
	41. What is expected of masonry work, mortar additive
	42. Problems with hollow metal (install proper fire labels)
	43. Pre-roofing Conference - no roofing materials installed prior to conference
	44. General Contractor's Roofing Guarantee - must be submitted with Certificate of Substantial Completion
	45. Potential conflict of mechanical and electrical equipment; shop drawings
	46. Problems with fire damper installation
	47. Certificate of Substantial Completion/Final Inspection
	48. Project Closeout - precedes Final Payment a. Warranties b. Operating and Maintenance Manuals c. As-built Drawings d. Other requirements
	49. Advertisement of Completion - start ad after substantial completion a. for projects less than \$50,000, Owner advertises 1 week b. for projects \$50,000 or more, Contractor advertises for 4 consecutive weeks
	50. Time Extensions

## Auburn University Safety Specification

### 1. GENERAL

- a. Safety is a critical requirement of this contract. As such, the safe performance of work by the Prime Contractor and its subcontractors is a contract requirement. Failure by the Prime Contractor or its subcontractors to work safely shall be viewed by Auburn University and its Project Manager as a failure to execute contract requirements.
- b. As a specialist in its field of work, the Prime Contractor accepts complete responsibility for performing its work safely. This includes sole responsibility for the health and safety of its employees, agents, subcontractors (and their employees) and any other person on or adjacent to the area. Prime Contractor's responsibility includes compliance with all current laws, codes, ordinances, rules, regulations, standards and requirements of applicable public and private agencies and authorities ("Laws"). Prime Contractor must take all measures and safeguards necessary to protect: (1) employees, (whether or not working for the Prime Contractor), (2) employees and agents of Auburn University, the Construction Manager and other Contractors, (3) members of the general public and (4) public and private property.
- c. Auburn University and the Prime Contractor recognize that the Prime Contractor is an independent contractor, with responsibility for its means and methods and the safety of its workers and that Auburn University are not intended to be and shall not be considered an employer of Prime Contractor's employees. As such, it shall be Prime Contractor's duty to monitor the performance and practices of its employees and subcontractors for safety, to insure that the practices and methods of performing the work are safe and to immediately stop any unsafe practices by its employees or its second or subsequent tier subcontractors ("subcontractors") or their employees. No actions taken by Auburn University to monitor practices or performance of the work for safety or to stop any unsafe practices by Prime Contractor or its subcontractors shall be construed to suggest or imply that Auburn University has or has assumed any obligation or duty to take such actions.
- d. Prime Contractor accepts complete responsibility for compliance with safety procedures and policies issued by Auburn University and/or contained in the Contract Documents and compliance with all applicable Laws, relating to health or safety, including, but not limited to the Occupational Safety and Health Act of 1970, as amended, and the regulations and standards of the Occupational Safety & Health Administration and similar state agencies ("OSHA") ("Health and Safety Laws"). Prime Contractor shall cooperate and coordinate with Auburn University, and all other Contractors and subcontractors in their respective safety programs. In exchange for one hundred dollars (\$100.00) and other good and valuable consideration, the amount of which is included in the Price, Prime Contractor agrees to defend, indemnify and hold harmless Auburn University and its officers, directors, agents and employees from and against any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from any citation for, allegation of or violation of any Health or Safety Laws attributable in whole or part to the acts or omissions of Prime Contractor, its subcontractors "or their agents or employees. Prime Contractor's obligations hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act or by any insurance policy.
- e. All obligations and requirements of "Prime Contractor" in this document also apply to Prime Contractor's subcontractors. No person or entity performing work for or on behalf of Prime Contractor is excluded from compliance.

- f. Prime Contractor shall comply with the safety-related recommendations of Auburn University and insurance companies having an interest in the Project unless such recommendations would violate applicable Laws. Prime Contractor shall provide written responses to any Auburn University or insurance company safety inspection outlining corrective actions and action plans to prevent recurrence.

**2. THE ROLE OF THE AUBURN UNIVERSITY PROJECT MANAGER REGARDING SAFETY:**

- a. The Auburn University Project Manager (hereafter referred to as "AU Project Manager (AU PM)" shall serve as Auburn University's agent on this project to ensure that all contract requirements relative to safety and the safe performance of work are being met. The AU Project Manager shall monitor the work performed to determine whether the Prime Contractor's safety program is resulting in compliance with the contract requirements for safety. The AU Project Manager shall take actions as necessary with the Prime Contractor to ensure that work is being completed in compliance with the safety requirements of this contract.
- b. The AU Project Manager may conduct and/or ensure the following meetings are conducted to help ensure safe execution of the work:
  - AU PM conduct - Pre-bid meeting(s) – safety is first agenda item.
  - AU PM conduct - Pre-Construction meeting(s) – safety is first agenda item.
  - AU PM conduct - Pre-installation meeting(s) – quality and safety on tasks is the focus.
  - Prime Contractor conduct - Project Safety Meetings with subcontractor project managers and superintendents.
  - Prime Contractor conduct - Prime Contractor toolbox safety meetings.

The Prime Contractor shall conduct Project Safety Meetings safety meetings with its subcontractor project managers and superintendents on a regular basis to ensure coordination of safety efforts and to ensure the safe execution of work.

**3. AREAS WHERE AUBURN UNIVERSITY'S SAFETY REQUIREMENTS EXCEED OSHA'S**

- a. As stated in paragraph 1 above, OSHA safety requirements are the standard to which the Prime Contractor and its subcontractors must adhere.
- b. However, in the following areas, the safety requirements on this contract will exceed OSHA requirements:

**1926.21 – Safety Training & Education (Confined Space):**

Auburn University requires subcontractors engaged in confined space work follow procedures similar to general industry standards (1910.146) as no confined space standards have been established for construction.

**1926.25 – Housekeeping:**

Auburn University requires continuous housekeeping efforts.

**1926.28 – PPE**

- Shirts with sleeves are required at all times
- Long pants are required at all times
- Substantial soled work shoes or boots are required at all times.
- Task Specific work gloves 100%

**1926.50 – Medical Services & First Aid**

Regardless of reasonable accessibility to a medical care facility Auburn University requires each contractor to have a minimum of two (2) trained employees in first aid & CPR available at all times while the Contractor is working on site.

**1926.100 – Head Protection**

Auburn University requires hardhats be worn at all times in construction areas regardless of overhead exposures (exception – cab of covered equipment)

**1926.102 – Eye Protection**

Auburn University requires eye protection be worn at all times in construction areas regardless of exposure.

**1926.404 – Wiring Design & Protection (Electrical)**

Auburn University does not permit the use of an assured grounding program on site in lieu of use of GFCI (Ground Fault Circuit Interrupters).

**1926.416 – General Requirements (Electrical)**

Electrical tie-ins shall be conducted only on de-energized systems. If a condition makes this impossible, then a pre-task meeting with Auburn University is required. All energized work “live work” shall conform to NFPA 70E (Standard for Electrical Safety in the Workplace).

Auburn University does not permit electrical tape to be used to repair incidental damage to the outer jacket insulation of an extension cord. The cord must be repaired or replaced.

**1926.400-499 Subpart K – Electrical**

Extension cords used with portable tools must be of a heavy duty 3-wire type and must be 12 gauge or greater.

**1926.451(a) – General Requirements (Scaffolding)**

Auburn University requires scaffolds have all open ends protected at 6 feet or greater.

**1926.451(a)(2) – General Requirements (Scaffolding/Fall Protection)**

Auburn University requires fall protection be used during scaffold erection and dismantling. The decision is not left with the competent person to determine feasibility of fall protection.

**1926.500-503 Subpart M – Fall Protection**

100% Fall Protection is required above 6 feet. (Note: also see paragraph 16 of this specification section)

Note: Exceptions provided within the Occupational Safety and Health construction standards for the use of non-conventional fall protection measures (i.e., fall protection plans, controlled access zones, safety monitors) are not permitted by Auburn University. Therefore, where any employee is exposed to a fall (6) six feet or greater, where passive fall protection cannot or has not been installed (i.e., guardrails, safety nets, etc.), Subcontractor shall provide its employees with a fall restraint/fall arrest system that protects its employees 100% of the time. This requirement does not apply to ladder access and egress unless required by OSHA.

**1926.1401-1442 – Crane Inspection**

Auburn University requires that the annual inspection be completed by a third party prior to the crane being used on the project. Auburn University does not accept an annual inspection by a Prime Contractor “competent” person or company employee as proof. (Note: also see paragraph 16 of this specification section)

**1926.1053 – Ladders**

Auburn University requires that job built ladders be built in accordance with ANSI a14.4. Portable metal ladders shall not be used on the construction project

- c. The Prime Contractor and its subcontractors shall conform to these more stringent safety requirements as part of the terms of this contract.

**4. SITE SAFETY PLAN**

- a. Proper planning is the key to safe performance. This planning will be accomplished through the submittal of a Site Safety Plan.
- b. The Site Specific Safety plan shall be considered an Additional Submittal as identified in Supplemental Instructions to Bidders (ABC Form C-2), required within ten (10) days of AU notification of low apparent bidder. In order to prevent delay in contract execution, the awarded contractor must submit a project site specific safety plan in accordance with this document, to the Owner within ten (10) days of notification. For each day delay in delivery of an acceptable submittal, a day will deducted by change order from the contract duration. Regardless no work on site shall be performed until the site safety plan has been received. Delay in submitting a written Site Safety Plan will not constitute grounds for a contract schedule extension or delay claim related to Prime Contractor not being permitted to work. The Site Safety Plan must comply with applicable Laws and be updated as required as the project progresses.
- c. Appendix A of this Attachment provides the required format for the Prime Contractor's Site Safety Plan. All items and topics listed in Appendix A must be covered, as applicable, in the Prime Contractor's Site Safety Plan. The AU Project Manager may waive certain sections deemed to be not applicable to this project or site, but in general, the requirement will be to cover all items listed.
- d. Activity Hazard Analyses: A key component of the Site Safety Plan is Activity Hazard Analyses (AHA). Appendix B to this Attachment details the requirements for the Prime Contractor in submitting AHAs.
- e. The AU Project Manager's review of, or comment on, the Site Safety Plan or any other safety plan, policy or procedure, shall not relieve the Prime Contractor of any responsibility or liability for the Site Safety Plan or such other safety plans, policies, or procedures. Upon review of the Site Safety Plan, the AU Project Manager reserves the right to advise Prime Contractor of deficiencies and recommend necessary changes or enhancements; however, Prime Contractor shall remain ultimately responsible for implementing a Site Safety Plan compliant with applicable Laws and for completing the work in accordance with the Site Safety Plan.

**5. OSHA 10 HOUR TRAINING**

- a. Prime Contractor is responsible for ensuring that Prime Contractor and all of its subcontractors have at least one (1) member of their full-time supervisory staff on-site during all operations who has been certified or is currently enrolled in a 10-Hour OSHA Safety Training course. Prime Contractor and all of its subcontractors whose contract volume exceeds five million dollars (\$5M) are required to have at least one additional OSHA 10-Hour certified person on site at all times. Prime Contractor and its subcontractor(s) shall provide the names of certified persons and a copy of their OSHA certification cards or enrollment certification to the AU Project Manager prior to project mobilization.

**6. SAFETY SUPERVISORS AND COMPETENT PERSONS**

- a. Prime Contractor shall appoint one or more individuals to be responsible for safety on each contract ("Safety Supervisors"). The Safety Supervisors must be employed in a supervisory position, empowered by Prime Contractor to take corrective action; be present on the Project while work is being performed; and spend the amount of time necessary to ensure Prime Contractor's compliance with safety requirements. Prime Contractor shall submit, in writing, the name or names of the Safety Supervisors prior to project mobilization.
- b. In addition to the Safety Supervisors, Prime Contractor must identify, for each operation, whether the Safety Supervisor(s) or another individual is the "competent person." The competent person must be an individual deemed and qualified as a competent person as required and defined by OSHA as: "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them" or such other definition as OSHA regulations may contain.
- c. Prime Contractor acknowledges that the Prime Contractor's most senior level manager present on the Project while work is being performed is ultimately responsible for all safety management activities of said Prime Contractor and its subcontractors.
- d. Should Auburn University reasonably determine that any Safety Supervisor and/or competent persons or manager is not fulfilling his duties, The AU Project Manager may direct Prime Contractor to remove and replace said individual at Prime Contractor's sole expense without delay. The AU Project Manager's right to take such action shall not be construed as an obligation on the part of the Auburn University to do so or as an obligation by Auburn University to evaluate, monitor, or control Prime Contractor's Safety Supervisors, competent persons or managers.

**7. COMMUNICATION WITH NON-ENGLISH SPEAKING WORKERS**

- a. Prime Contractor shall provide a translator at all times when Prime Contractor or its subcontractors has non-English speaking workers on-site.
- b. This individual must be identified to the AU Project Manager prior to mobilization and shall be present during all work operations, specifically including, but not limited to, all employee meetings, when Prime Contractor (or its second or subsequent tier subcontractors) has non-English speaking workers on site.

**8. PRESENCE OF INDIVIDUALS TRAINED IN FIRST AID/CPR**

- a. Prime Contractor is responsible for ensuring that Prime Contractor and all of its subcontractors have a minimum of two (2) full time persons trained in first aid and CPR ("First Aid Responder") who is on site at all times while Prime Contractor or its subcontractors are working
- b. Prime Contractor will maintain written certification of First Aid Responder's training and make documentation available to the AU Project Manager upon request.
- c. Prime Contractor shall have adequate first aid and emergency medical equipment on site as necessary.

**9. PRIME CONTRACTOR SAFE-START MEETING**

- a. Prior to mobilization, Prime Contractor and its subcontractors must conduct a Safe-Start Meeting. Prime Contractor maintains responsibility for scheduling and conducting this meeting with its subcontractors. The purpose of the Safe Start Meeting is to ensure that all Prime Contractor personnel and their subcontractors have been briefed on the Project safety Plan, project site hazards, and the safety policies, practices, and procedures to be utilized during the duration of the project. The Prime Contractor shall invite the AU Project Manager to the Safe Start meeting.
- b. No work on-site shall be performed until the Safe Start Meeting has been completed and Prime Contractor has submitted all documentation required by the AU Project Manager. Delay in scheduling this meeting and/or providing required documentation will not constitute grounds for a contract schedule extension or delay claim related to the Prime Contractor or its subcontractors not being permitted to work.

**10. PROJECT SAFETY MEETINGS**

The Prime Contractor shall lead project safety meetings between the Prime Contractor and all the subcontractors on the project. The purpose of these meetings shall be to review: (1) safety problems on the job site, (2) courses of action to take to eliminate those safety problems, (3) hazards associated with upcoming activities of the Prime Contractor and subcontractors and (4) the Prime Contractor's and subcontractor's plans to mitigate those hazards.

**11. SAFETY TRAINING AND ORIENTATION**

- a. Prime Contractor acknowledges its responsibility to provide its employees and the employees of its subcontractors with a Project specific orientation prior to performing work on the Project. Topics covered must be relevant to the tasks the employees will be required to complete on the Project in addition to any site-specific requirements. Prime Contractor shall maintain training documentation on-site and make it available for review by the AU Project Manager if requested.
- b. The AU Project Manager may require Prime Contractor's employees and the employees of its subcontractors to participate in an additional project orientation conducted by the AU Project Manager. This training will not replace the orientation training referenced in section (8.a) and Prime Contractor acknowledges that any project orientation conducted by the AU Project Manager is solely for the purpose of an introduction to the Project site. Prime Contractor shall be solely responsible for conducting Project site hazard assessments, for providing appropriately trained competent persons and Safety Supervisors and for orientation and training of all of its employees on the Project site.

- c. Where applicable Laws require the performance of certain duties by individuals having specified training or certification, Prime Contractor agrees that such duties shall be performed only by individuals having the required training or certification at no additional cost to Auburn University even if new or additional training is necessary to meet such requirements. Prime Contractor shall be responsible for determining what, if any, additional training is required and prior to commencing work shall provide all training, including any specialty training required by OSHA and other public or private authorities, to its employees and employees of its subcontractors. Prime Contractor shall maintain documentation of such training and make it available for inspection by the AU Project Manager for the purpose of confirming the training. Prime Contractor shall be solely responsible for assessing the content of the training and ensuring that all required training is completed.
- d. Prime Contractor's supervisors and employees will be required to attend safety meetings when requested by the AU Project Manager. Prime Contractor must ensure its subcontractors' participation.
- e. Prime Contractor must attend, at no cost to the Auburn University, all safety and health meetings relating to Prime Contractor's work on the Project site.

## **12. ACCIDENT/INCIDENT REPORTING**

- a. Any accident, incident, allegation or citation relating to Health and Safety Laws involving Prime Contractor or its subcontractors must be reported to the AU Project Manager immediately whether or not the incident results in employee injury, property damage, or damage or injury to any third party. A preliminary accident/incident report must be forwarded to the AU Project Manager before the end of the shift, and the completed report submitted within 24 hours unless the AU Project Manager grants Prime Contractor's written request for a time extension. In addition to the completed report, Prime Contractor shall also timely submit any additional documentation relating to the incident requested by the AU Project Manager or required by applicable Laws. Such documentation may include, but is not limited to, the following (a) a copy of "Employer's First Report of Injury" (in the event of an injury); (b) a copy of all property or casualty insurance claim reports; (c) a copy of any and all OSHA inspection or citation reports; and (d) a copy of any drug test obtained as the result of any incident.
- b. In the event of an accident or incident involving Prime Contractor or its subcontractors, Prime Contractor will cooperate fully with the AU Project Manager in addressing any and all issues relating to the accident or incident, including making its employees and other resources and materials available for any investigations, meetings, insurance inspections, attorney reviews or other actions deemed necessary by the AU Project Manager. Prime Contractor acknowledges time is of the essence in providing the support the AU Project Manager deems necessary in response to an incident/accident. Should Contractor determine third party support is necessary to aid in investigation or mitigation of damages, Prime Contractor will request, arrange and pay for such support services.
- c. Prime Contractor shall provide to the AU Project Manager, by the 5<sup>th</sup> day of each month, for each previous month in which it conducted or oversaw work on the Project, an Accident Statistical Report to include: all accidents that have occurred during the month, classification of such accidents, lost and/or restricted days, and total man-hours worked for the month. The report shall include cumulative totals and be broken-out for the Prime Contractor and its subcontractors.

## **13. DRUG TESTING**

- a. It is Auburn University policy that:
  - (1). All construction contractor personnel working at the University must be drug free.
  - (2). All prime contractors and their respective subcontractors will have an effective drug testing program.
- b. The Prime Contractor, and their respective subcontractors, must certify at the start of the project, that their employees have been drug tested within the last 12 months from the date of the their respective NTP date.
- c. The Prime Contractor and their respective subcontractors need to have a drug testing policy and program. All prime contractors shall advise Auburn University of what the company policy and program is for drug testing, how it is administered on a general basis and how it will be administered during the course of this contract. Documentation that the prime contractor has a Drug Free Workplace program certified by the State of Alabama will meet this requirement. Prime contractors must recertify with invoices that they are drug testing and tell how many test were performed during the invoice period.
- d. The Prime Contractor and their subcontractors shall be required to drug test employees after a safety incident. At a minimum, the person involved in the incident and others who may have contributed to the incident shall be tested.
- e. Auburn University reserves the right to request drug tests on any personnel who exhibit signs or behavior that they may be impaired or under the influence of drugs or who are operating in an unsafe manner. Auburn University reserves the right to conduct the following types of drug tests: random (groups of people), reasonable suspicion (individual), or project (all personnel) sweep testing.
- f. Any personnel who fail to pass a drug test shall be removed from this project, and any other Auburn University project, for the duration of this contract.

**14. OSHA INSPECTIONS**

- a. Prime Contractor shall contact the AU Project Manager immediately if an OSHA compliance officer arrives at the job site and shall inform the AU Project Manager of any employee complaint, incident, or other event that results in or is likely to result in an OSHA Inspection.
- b. Prime Contractor shall forward a copy of any and all OSHA inspection or citation reports to the AU Project Manager upon receipt.
- c. As part of indemnification set out in Article 18, should Auburn University receive an OSHA citation arising out of or relating to an act or omission of Prime Contractor or an act or omission for which Prime Contractor is also issued a citation, Prime Contractor will pay all costs associated with the defense of Auburn University during any proceedings with OSHA or related litigation or claims, including but not limited to attorney fees, expert witness fees, time associated with the Auburn University or its personnel in conjunction with this citation, costs, including but not limited to costs of photographs, and video tapes, and any fines. Additionally, if requested by the Auburn University, Prime Contractor will make available its employees, records and other resources the Auburn University deems necessary for its defense.

**15. HAZARD COMMUNICATION**

Prime Contractor is required by OSHA regulations to institute a hazard communications program, as part of which it must inform both the AU Project Manager and all other trade subcontractors on the Project site of any hazardous chemicals Prime Contractor is using on the Project. Prime Contractor must also provide the AU Project Manager and all other trade subcontractors with copies of Material Safety Data Sheets (MSDS), warn of the existence of any hazardous chemicals in the work area, ensure that any containers of hazardous chemicals are appropriately labeled, and maintain an inventory of any such chemicals.

16. **PHYSICAL CONDITIONS** – Topics identified within this section are included to add emphasis to Auburn University's requirements and are not intended to be all inclusive. As previously referenced, this specification provides summary guidance regarding certain health and safety items and should be reviewed in conjunction with and not as a substitute for the Safety Policy and all applicable Laws relating to the operations Prime Contractor will perform.

a. **FALL PROTECTION**

- (1). Prime Contractor acknowledges and adopts the Auburn University zero tolerance policy for fall prevention and protection infractions and understands anyone found violating this policy may be removed from the site immediately.
- (2). Prime Contractor shall provide its employees with and enforce the use of 100% fall prevention/protection system whenever its employees are exposed to a fall (6) six feet or greater, including but not limited to any walking/working surface (horizontal and vertical) with an unprotected edge, leading edge work, roof work, steel erection, metal decking, pre-cast operations, overhand brick or block laying, or scaffold erection.
- (3). Prior to commencing work, Prime Contractor must provide the AU Project Manager with an OSHA compliant fall prevention and protection plan specific to the Prime Contractor's operations. Prime Contractor acknowledges and understands that the exceptions provided within the Occupational Safety and Health construction standards for the use of non-conventional fall protection measures (i.e., fall protection plans, controlled access zones, safety monitors) will not be permitted on this Project. Therefore, where any employee is exposed to a fall (6) six feet or greater, where passive fall protection cannot or has not been installed (i.e., guardrails, safety nets, etc.), Prime Contractor shall provide its employees with a fall restraint/fall arrest system that protects its employees 100% of the time. This requirement does not apply to ladder access and egress unless required by OSHA. Additionally, unless required by OSHA, this requirement does not apply when employees are making an inspection, investigation, or assessment of workplace conditions prior to the actual start of construction work or an inspection after completion of construction work.
- (4). If Prime Contractor is required to remove any fall prevention or protection equipment previously installed on the Project to facilitate access to its work (e.g., perimeter guardrails, hole covers, etc.), Prime Contractor must first coordinate such removal with the AU Project Manager. Additionally, Prime Contractor is responsible for establishing alternate provisions to protect and warn its employees and other trades and Contractors that could be exposed to falls six (6) feet or greater as a result of the fall prevention equipment being removed. Further, upon completion of its work, and if materials installed by Prime Contractor do not eliminate the falling hazards, Prime Contractor must reinstall all previously installed fall prevention and protection equipment. If Prime Contractor fails to reinstall said fall prevention and protection equipment, reinstallation of this equipment may be done by others at Prime Contractor's cost and expense. In all instances, Prime Contractor shall remain solely responsible for the safe removal and reinstallation of such equipment.

- (5). Prime Contractor acknowledges that in addition to providing personal fall arrest equipment to its employees, Prime Contractor shall provide fall protection training in accordance with OSHA standards. Prime Contractor shall maintain training documentation on-site and make it available for review by the AU Project Manager if requested.
  - (6). Prime Contractor's Safety Supervisor shall ensure appropriate set up and use of all fall prevention and protection components established to protect its employees and shall adhere to all OSHA and manufacturers' recommendations for proper set up and use.
  - (7). Prime Contractor shall thoroughly inspect each of its fall prevention and protection systems at least daily focusing on items including, but not limited to, whether the system is in working condition, whether the correct system is selected, whether the system is appropriately designed and instructions for use are being followed, whether the system is appropriately anchored, whether fall distances have been taken into consideration and whether all employees have been trained.
- b. **PERSONAL PROTECTIVE EQUIPMENT**
- (1). Prime Contractor shall be solely responsible for conducting a hazard assessment of the Project site in which it will be working, including an analysis of all of its work activities, for providing its employees with all safety items required by applicable Health and Safety Laws, for ensuring the appropriate personal protective equipment ("PPE") is being issued and used for the task at hand in accordance with applicable Laws (e.g., respiratory protection, ear plugs, fire retardant clothing, gloves, hard hats, safety glasses, and face shields). If specialty training is required for use of such equipment, Prime Contractor must ensure this training is provided to its employees.
  - (2). All Prime Contractor personnel shall wear ANSI Z87.1 approved safety glasses with approved side shields. Persons with prescription glasses shall wear ANSI Z87.1 approved prescription safety glasses with permanently attached side shields, or ANSI Z87.1 approved goggles to cover their existing glasses 100% of the time while working on the Project site.
  - (3). All Prime Contractor personnel shall wear non-metallic hard hats meeting ANSI Z89.1 specifications 100% of the time while working on the Project site. This requirement specifically includes all work completed during the finishing stages of the Project.
  - (4). Prime Contractor personnel shall wear personal clothing and footwear that is safe for the work and any jobsite exposure. At a minimum, full-length trousers and shirts with a minimum 4-inch sleeve are required. Work boots are required for all personnel on site.
- c. **HOUSEKEEPING**
- (1). The Prime Contractor shall take all necessary measures to keep the job site clean, to ensure debris is picked up and hauled off-site on a regular basis and in a timely manner, to store material in a manner that is safe and does not clutter the job site, and to police the job site or work area on a daily basis.
  - (2). Auburn University reserves the right to direct the Prime Contractor and their subcontractors to take additional measures to clean the job site if their efforts are unsatisfactory.
- d. **CRANES, LIFTING, AND HOISTING EQUIPMENT**

- (1). Prior to any crane or other lifting or hoisting equipment ("Crane") being brought onto site by or for the use of Prime Contractor, Prime Contractor shall provide the AU Project Manager with a copy of a current third party annual crane inspection. A certification sticker alone is not acceptable proof of the annual inspection.
- (2). For any Crane requiring on-site assembly (e.g., lattice boom, tower, hydro with jib attached) Prime Contractor must provide the AU Project Manager with a post-set up inspection and certification letter certifying that the Crane has been assembled in accordance with manufacturer's specifications and a pre-use inspection has been conducted and the Crane meets all manufacturer's inspection criteria.
- (3). Cranes requiring no on-site assembly must be inspected prior to use and Prime Contractor must provide the AU Project Manager with a certification letter certifying that a pre-use inspection has been conducted and the crane meets manufacturer's inspection criteria.
- (4). All Cranes must be inspected daily and according to manufacturer's recommendations and the daily inspection log must be kept in the cab of the Crane and made available for review by the AU Project Manager.
- (5). All Cranes being brought onto site must be equipped with a functioning anti-two-blocking device.
- (6). Prime Contractor must determine if work is being performed in states or cities requiring licensing for Crane operators. If so, required copies of the operator's license must be submitted to the AU Project Manager prior to operation of the crane in addition to a letter attesting that upon review of the operator's experience and education the Crane operator is qualified and competent to operate the Crane or Cranes he/she will be required to operate on the Project. This letter must be submitted to the AU Project Manager prior to operation of the Crane.
- (7). In states or cities where Crane operator licensing is not required Prime Contractor must certify licensing is not required. Additionally, Prime Contractors must be able to provide proof of certification from the National Council for the Certification of Crane Operators or a letter or other written document from the Prime Contractor or subcontractors' Crane training organization attesting that the operator meets all required certifications and that upon review of the Crane operator's experience and education the Crane operator is qualified and competent to operate the Crane or Cranes he/she will be required to operate on the Project. This letter must be submitted to the AU Project Manager prior to the operation of the Crane.
- (8). Cranes may be operated only by individuals trained in their operation and possessing all required certifications as identified in Paragraph 13 vi & vii. Further, Prime Contractor must comply with said provisions outlined in Paragraph 16 vi & vii if Crane operators will be changed or replaced.
- (9). Cranes must be used specifically for their designed purpose as established by the equipment manufacturer. Any deviation must be authorized by the equipment manufacturer and said authorization letter must be provided to the AU Project Manager.

e. **OTHER EQUIPMENT**

- (1). All equipment brought on site by Prime Contractor must be inspected at intervals established either by OSHA or the equipment manufacturer, whichever is more often. Any deficiencies found during the inspection must be addressed immediately or the

equipment shall be taken out of service and locked and tagged out (in accordance with OSHA standards) until such time as it is repaired. Should the AU Project Manager observe a piece of equipment in disrepair and notify Prime Contractor, upon notification Prime Contractor must either repair the equipment immediately or take it out of service and lock and tag it out until such time as the repair can be made.

- (2). Equipment must be used specifically for its designed purpose as established by the equipment manufacturer. Any deviation must be authorized by the equipment manufacturer and said authorization letter must be provided to the AU Project Manager.
- (3). Equipment may be operated only by individuals trained in its operation and possessing all required certifications.

**17. INSPECTIONS**

- a. Prime Contractor acknowledges that certain operations require its competent person to perform inspections and implement certain procedures prior to employees performing work. Prime Contractor shall insure that a competent person takes such actions (which may include, but is not limited to, scaffold inspection, excavation inspections, lock out tag out, confined space, hot work, and crane and equipment inspections). Prime Contractor acknowledges its responsibility to determine and ensure all policies regarding inspections and procedures are followed.
- b. Prime Contractor's Safety Supervisor(s) or other competent person(s) shall inspect the Project daily for unsafe behaviors and conditions and shall address any such issues immediately. Prime Contractor shall, at least weekly, conduct a formalized project inspection and provide documentation of such inspection to the AU Project Manager.

**18. DISCIPLINARY ACTION/WORK STOPPAGE**

- a. Prime Contractor shall enforce all disciplinary procedures the AU Project Manager may establish for the Project.
- b. In the event that Prime Contractor or any of its employees or those of its Prime Contractors fail to comply with any health and safety requirements, or if Auburn University deems any part of the Work unsafe, the Project Manager may require Prime Contractor to stop work and/or remove any non-complying employees or supervisors. Prime Contractor shall not be entitled to any additional time or money as a result of the Project Manager stopping the work when the work was stopped due to the Project Manager's concern about safety deficiencies. Prime Contractor shall review and comply with the safety and health provisions of this contract, including, but not limited to this specification and its associated appendices, the Contract Documents and the Safety Policy. Failure to comply shall be considered a breach of contract.
- c. Auburn University reserves the right to retain additional funds from Prime Contractor payments if their safety performance, or that of their subcontractors, is poor.

Appendix A to Auburn University Safety Specification  
Project Site Safety Plans

Prior to commencing work on an Auburn University project; contractors must submit a Site Safety Plan to demonstrate the existence of a safety program and sufficient planning that will ensure that they can work safely at Auburn University. The prime contractor will write this plan for the specific work and hazards of this contract and the project site and implementing in detail the requirements for safety and occupational health. The Site Specific Safety Plan shall be considered an Additional Submittal as identified in Supplemental Instructions to Bidders, required within ten (10) days of project award. In order to prevent delay in contract execution, the awarded contractor must submit a project site specific safety plan in accordance with this document, to the Owner within ten (10) days of award. **The plan shall be developed by qualified personnel and shall be signed by a competent person AND a representative of the Prime Contractor's management.**

The Prime Contractor shall integrate all subcontractor work activities into the Site Safety Plan, make the program available to all contractor and subcontractor employees, and ensure all subcontractors integrate the provisions of the plan into their work activities.

The Site Safety Plan must include, at a minimum:

- a. Title, signature and phone number of the plan preparer
- b. Title, signature and phone number of the plan approver
- c. Background information on the project: Contractor, contract number, project name, description of work to be performed and location of work to be performed, contractor accident experience such as OSHA 200 forms, corporate safety trend analysis, and a listing of phases of work and hazardous activities requiring hazard analysis.
- d. Statement of safety & health policy
- e. Administrative responsibilities for implementing the plan
- f. Identification and accountability of personnel responsible for accident prevention
- g. Means for controlling work activities of subcontractors and suppliers
- h. Responsibilities of subcontractors
- i. Plans for safety indoctrination of new employees
- j. Plans for continued safety training
- k. Activity Hazard Analyses
- l. Local requirements for the hazards identified on the job site such as:
  - 1) Fall protection

- 2) Asbestos exposure
  - 3) Confined space entry
  - 4) Lock out/tag out
  - 5) Excavations
  - 6) Electrical safety
  - 7) Machinery and mechanized equipment
  - 8) Hand and power tools
  - 9) Contingency plan for severe weather
- m. Provisions for safety inspections to include:
- 1) Work site/material and equipment inspection
  - 2) Means for recording inspection results
  - 3) Timetable for correction of deficiencies
  - 4) Procedures for follow-up inspections to ensure correction
- n. Responsibilities for investigation and reporting accidents/incidents/exposures:
- 1) All accidents/incidents to the project will be investigated & reported within 24 hours
  - 2) Accidents that result in a person being admitted to a hospital or significant property damage will be reported immediately to the Auburn University Project Manager. Contractors are responsible for notifying OSHA. The accident scene shall not be disturbed except for rescue and emergency measures until released by the investigating official.
  - 3) First aid treatments shall be reported and recorded daily.
- o. Responsibilities for maintaining accident data, reports and logs
- p. Emergency response capabilities for disasters
- q. Emergency Plans will include emergency phone numbers and shall be tested periodically. Plans shall include escape procedures, employee accounting following an emergency evacuation, rescue and medical duties, means of reporting emergencies and persons to be contacted.
- r. Plans for maintaining job cleanup and safe access
- s. Public safety requirements (fencing/signs)
- t. Prevention of alcohol/drug abuse on the job
- u. Plans must identify monthly supervisor safety meeting and weekly worker safety meetings. Meetings shall be documented including the date, attendance, subjects, and the name of individuals who conducted the meeting.
- v. Fire Safety requirements must identify the use of safety cans in construction areas. Storage of fuel and flammable materials must be addressed in the safety plan.
- w. Plans for hazard communication program must include:
- 1) A list of hazardous chemicals known to be present

- 2) Methods used to inform employees of the hazards
- 3) Containers must be present and labeled
- 4) MSDS for each hazardous chemical on site.

The contractor will not be allowed to start work until they have demonstrated the existence of a safety program and sufficient planning that will ensure that they can work safely at Auburn University. If any of the items presented or discussed at the Pre-Construction meeting or in subsequent review of the project site specific safety plan, result in the Auburn University project manager determining that the contractor has not planned the work sufficiently to work safely, they will not be allowed to start work until they have adequately planned the work. Any delays or costs, resulting from inadequate safety planning will be the responsibility of the contractor.



**Appendix B to Auburn University Safety Specification**  
**Activity Hazard Analysis**

1. Prior to beginning **EACH MAJOR PHASE OF WORK**, an activity hazard analysis (AHA) shall be prepared by the contractor performing that work. The contractor will not be allowed to start work on this major phase of work until they have demonstrated the existence of an activity hazard analysis (AHA) and sufficient planning that will help ensure that they can work safely on this activity. Each of these (AHA's) shall be submitted to the Auburn University Project Manager.

The analysis will:

- Define the activity being performed
- Identify the sequence of work to be accomplished
- Identify the specific hazards that are anticipated
- Identify the control measures that shall be implemented to reduce each hazard to an acceptable level

2. Hazard analysis shall identify the principal steps to be accomplished in sequence to accomplish the operations. Equipment used in the operation shall be listed on the hazard analysis form. Inspection requirements for the equipment and machinery shall be listed on the hazard analysis form. Each step shall be analyzed to identify its potential hazards and a recommended control shall be identified to reduce the hazard to an acceptable level.
3. The contract documents will identify the minimum Activity Hazard Analyses that must be submitted on this project. The Prime Contractor shall submit other AHAs, as required to ensure the safe execution of its work and the work of its subcontractors. Auburn University has authority to order the Prime Contractor to submit additional AHAs as they deem necessary.
4. When the Site Specific Safety Plan is initially submitted by the Prime Contractor for the project, the Prime Contractor shall list all of the AHAs it proposes to submit. The Auburn University Project Manager will review this list for completeness, and may require additional AHAs to be submitted. The Auburn University Project Manager will maintain a log of required AHAs and track their receipt and approval throughout the course of the contract.
5. Detailed, completed AHAs shall be submitted by the Prime Contractor no less than 30 days prior to the start of the activity or major phase of work.
6. The performance of the activity in a safe manner is the sole responsibility of the Prime Contractor. The review of the AHA by the Auburn University Project Manager is to gauge the completeness of the safety planning effort by the Prime Contractor and their preparedness to mitigate the hazards and execute the work safely in accordance with contract requirements. The review of the AHA by Auburn University in no ways implies or conveys liability or responsibility from the Prime Contractor to Auburn University.
7. The preferred format for the AHAs is attached to this Appendix.

<b>Work Phase:</b>		<b>Activity</b>	
Analyzed by/Date		Reviewed by/Date	
<b>Principal Steps Taken</b>	<b>Potential Hazards</b>	<b>Recommended Controls or Risk Mitigation Measures to be</b>	
Identify the potential principal steps involved and the sequence of work activities		Analyze each principal step for its potential hazard.	Develop specific controls for each
<b>Equipment to be used</b>		<b>Inspection Requirements</b>	<b>Training Requirements</b>
List equipment/machinery to be used in conducting the Work activities		List inspection requirement for equipment/machinery listed	Determine requirement for worker training. Include Hazard Communication/Fall Protection Confined Space/Lockout & Tagout/Asbestos

<b>Work Phase:</b>		<b>Activity</b>
Analyzed by/Date		Reviewed by/Date
<b>Principal Steps Taken</b>	<b>Potential Hazards</b>	<b>Recommended Controls or Risk Mitigation Measures to be</b>
<b>Equipment to be used</b>	<b>Inspection Requirements</b>	<b>Training Requirements</b>



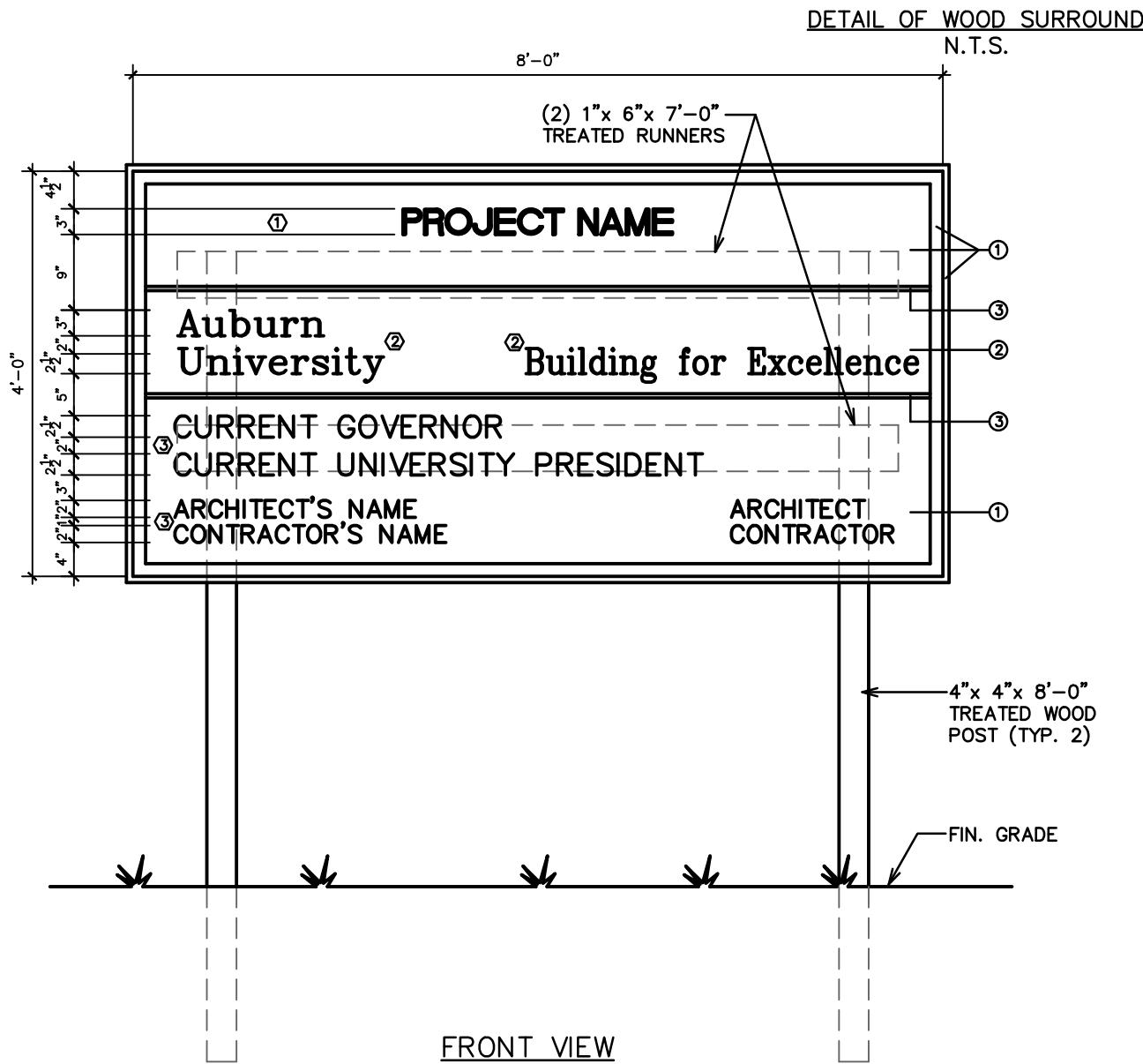
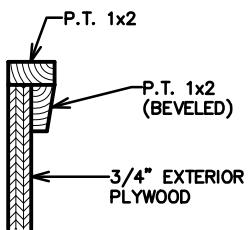
## A.U. DETAIL OF NON-CM PROJECT SIGN

### LETTER TYPES

- ① HELVETICA MEDIUM (COLOR 3)
- ② UNIVERSITY ROMAN (COLOR 3)
- ③ HELVETICA LIGHT (COLOR 3)

### COLORS

- ① PITTSBURG D4752 "GREY VELVET" (EXTERIOR)
- ② PITTSBURG N7243 "EGYPTIAN RUST" (EXTERIOR)
- ③ PITTSBURG P2537 "BLOSSOM WHITE" (EXTERIOR)



### 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 LIEU OF PAINTED LETTERING ON PLYWOOD, A CORRUGATED PLASTIC SIGN (DISPLAYING THE SAME LETTERING, LAYOUT, AND COLORS AS ABOVE) MAY BE SECURED DIRECTLY TO UNPAINTED EXTERIOR 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.

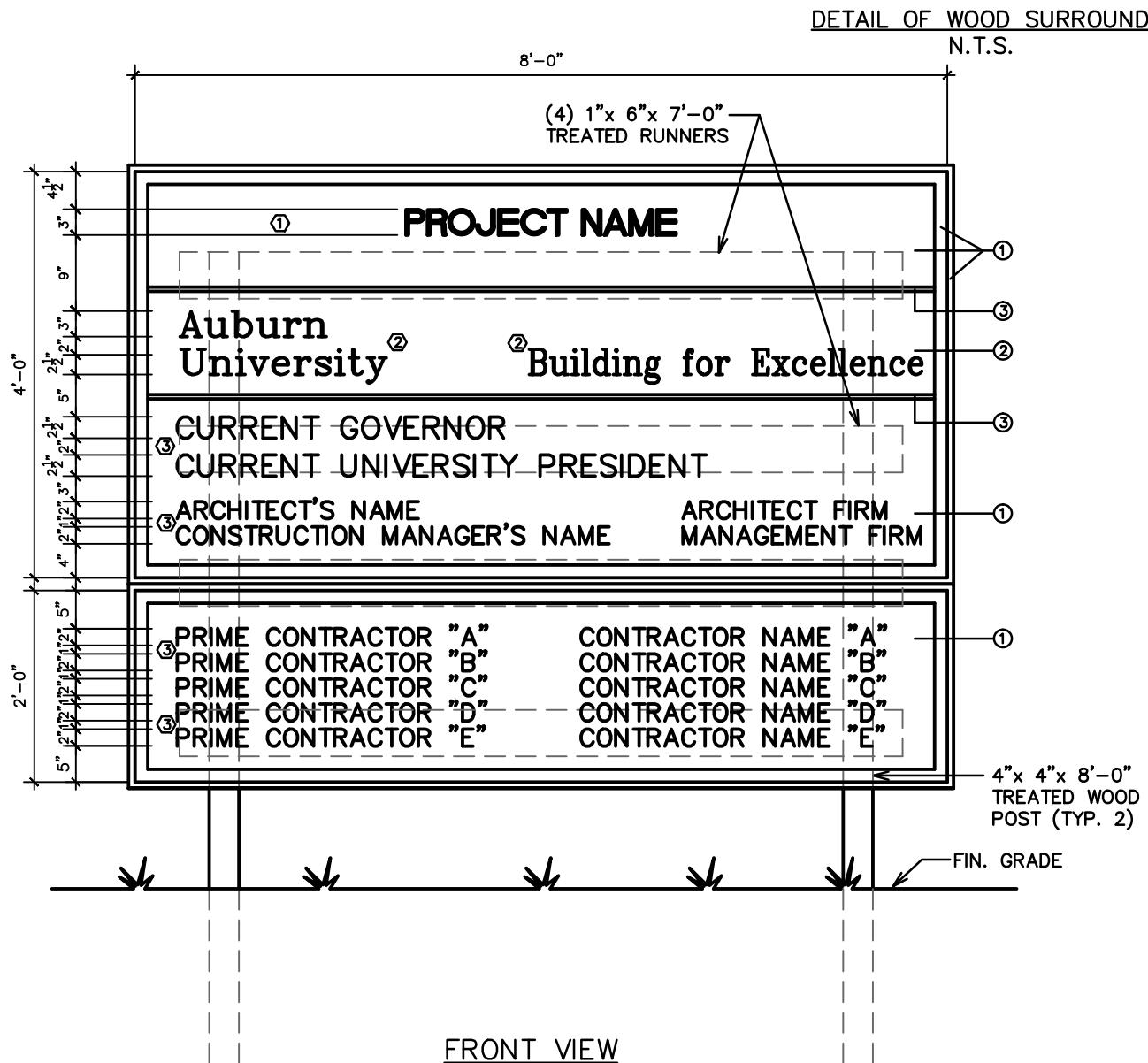
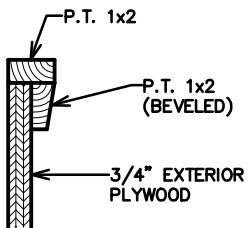
## A.U. DETAIL OF CM PROJECT SIGN

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- ② UNIVERSITY ROMAN (COLOR 3)
- ③ HELVETICA LIGHT (COLOR 3)

### COLORS

- ① PITTSBURG D4752 "GREY VELVET" (EXTERIOR)
- ② PITTSBURG N7243 "EGYPTIAN RUST" (EXTERIOR)
- ③ PITTSBURG P2537 "BLOSSOM WHITE" (EXTERIOR)



### 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 LIEU OF PAINTED LETTERING ON PLYWOOD, A CORRUGATED PLASTIC SIGN (DISPLAYING THE SAME LETTERING, LAYOUT, AND COLORS AS ABOVE) MAY BE SECURED DIRECTLY TO UNPAINTED EXTERIOR 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.

**CONTRACTOR'S PERIODIC ESTIMATE FOR PAYMENT**  
**Incorporating Sales and Use Tax Agreement**  
**AUBURN UNIVERSITY**

AU Form C-10  
November 2015

Project: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Pay Request #: \_\_\_\_\_

Project Number: \_\_\_\_\_  
P.O. #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Item No.	Description (categories may be modified)	Original Estimate	Percentage Complete	Amount Complete
1	<b>General Requirements</b>			\$0.00
2	<b>Sitework</b>			\$0.00
3	<b>Concrete</b>			\$0.00
4	<b>Masonry</b>			\$0.00
5	<b>Metals</b>			\$0.00
6	<b>Carpentry</b>			\$0.00
7	<b>Roofing &amp; Waterproofing</b>			\$0.00
8	<b>Doors &amp; Windows</b>			\$0.00
9	<b>Finishes</b>			\$0.00
10	<b>Specialties</b>			\$0.00
11	<b>Equipment</b>			\$0.00
12	<b>Furnishings</b>			\$0.00
13	<b>Special Construction</b>			\$0.00
14	<b>Conveying Systems</b>			\$0.00
15	<b>Mechanical</b>			\$0.00
16	<b>Electrical</b>			\$0.00
<b>TOTAL ORIGINAL CONTRACT</b>		<b>\$0.00</b>	<b>#DIV/0!</b>	<b>\$0.00</b>

**Note:** Contractor shall attach a detailed breakdown of the above categories as required by Auburn University.  
see page below if requested to supply breakdown

**CONTRACTOR'S PERIODICAL ESTIMATE FOR PAYMENT  
Incorporating Sales and Use Tax Agreement  
AUBURN UNIVERSITY**

AU Form C-10  
November 2015

**Project:** \_\_\_\_\_

**Location** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Architect:** \_\_\_\_\_

**Pay Request Estimate No:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_  
**P.O. #** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

# **STORED MATERIAL LIST**

AU Form C-10SM  
November 2015

Pay Request Estimate No: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Contractor's Name \_\_\_\_\_

DESCRIPTION	Previous Invoices	Invoices this Month	Amount Used	Stored Material
-------------	-------------------	---------------------	-------------	-----------------

General Requirements				
Sitework				
Concrete				
Masonry				
Metals				
Carpentry				
Roofing & Waterproofing				
Doors & Windows				
Finishes				
Specialties				
Equipment				
Furnishings				
Special Construction				
Conveying Systems				
Mechanical				
Electrical				

Subtotal				
----------	--	--	--	--

Total Stored Material	
-----------------------	--

--

PROGRESS SCHEDULE AND REPORT		CONTRACTOR:	DATE OF REPORT:
PROJECT:		ARCHITECT:	PROCEED DATE:
B.C. No.:		PROJECTED COMPLETION DATE:	
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%		
ANTICIPATED DRAW IN \$1,000			
ACTUAL DRAW IN \$1,000			

LEGEND:

ACTUAL ACTIVITY ————— ANTICIPATED ACTIVITY ————— ANTICIPATED CASH FLOW ————— ACTUAL CASH FLOW

USE ADDITIONAL SHEETS IF JOB IS  
SCHEDULED MORE THAN 12 MONTHS

## Partial Release of Lien

STATE OF ALABAMA

SUBJECT: \_\_\_\_\_

\_\_\_\_\_ COUNTY

MATERIAL FURNISHED: \_\_\_\_\_

We, \_\_\_\_\_ do hereby and herewith through

\_\_\_\_\_, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

declare that all labor, bills for materials for supplies, utilities and for all other things furnished or caused to be furnished by the above between

\_\_\_\_\_, \_\_\_\_\_  
(Name of firm) (Name of contractor)

have been fully paid, that there are no unpaid claims or demands of Subcontractors, material, men, mechanics, laborers or others resulting from or arising out of any work done or ordered to be done by said subcontractor under the above identified contracts, and declares that the Federal and State payroll taxes and contributions for unemployment insurance, old age pensions, annuities and retirement benefits imposed or assessed under any provision of any law, State or Federal, and measured by wages, salaries or other remuneration paid by said subcontractor to employees of his own Subcontractors engaged in said work or in any operation incidental thereto, have been paid.

NOW THEREFORE, KNOW YE, that we, the undersigned, do hereby waive and release any and all lien on said above described building and premises, arising under any by virtue of the General Labor and Mechanics Lien on account of Labor or materials or both, furnished or this may hereafter be furnished by the undersigned to or on account of the said

\_\_\_\_\_  
(Name of contractor)

for said building or premises.

Subscribed and sworn to me \_\_\_\_\_  
\_\_\_\_\_  
(Name of contractor)On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(Seal)



## CONTRACT CHANGE ORDER

Change Order No. \_\_\_\_\_ Date \_\_\_\_\_ B.C.No. \_\_\_\_\_

<b>TO:</b> ( <i>Contractor</i> )	<b>PROJECT:</b>
----------------------------------	-----------------

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.*)

<b>ORIGINAL CONTRACT SUM</b>	\$	<b>ORIGINAL SUBSTANTIAL COMPLETION DATE</b>	
<b>NET TOTAL PREVIOUS CHANGE ORDERS</b>	\$	<b>ORIGINAL CONTACT DURATION</b>	
<b>PREVIOUS REVISED CONTRACT SUM</b>	\$	<b>NET TOTAL DAYS FOR PREVIOUS CHANGE ORDERS</b>	
<b>THIS CHANGE ORDER WILL __ INCREASE __ DECREASE THE CONTRACT SUM BY</b>	\$	<b>THIS CHANGE ORDER WILL __ INCREASE __ DECREASE CONTRACT DURATION BY</b>	
<b>REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER</b>	\$	<b>REVISED CONTRACT DURATION, INCLUDING THIS CHANGE ORDER</b>	
		<b>REVISED SUBSTANTIAL COMPLETION DATE, INCLUDING THIS CHANGE ORDER</b>	

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*)

Auburn University  
(Awarding Authority)

By \_\_\_\_\_  
Director, Technical Staff

By \_\_\_\_\_  
Name & Title: \_\_\_\_\_ President \_\_\_\_\_



## CHANGE ORDER JUSTIFICATION

TO: STATE OF ALABAMA  
BUILDING COMMISSION

770 Washington Avenue, Suite 444  
Montgomery, Alabama 36130  
(334) 242-4082 FAX (334) 242-4182

PURPOSE AND INSTRUCTIONS ON REVERSE SIDE

Change Order No. \_\_\_\_\_  
Date: \_\_\_\_\_

B.C. No. \_\_\_\_\_

(A) PROJECT:		OWNER: Auburn University c/o Facilities Management Building Two 1161 W. Samford Avenue Auburn University, AL 36849
CONTRACTOR:		ARCHITECT/ENGINEER:
(B) DESCRIPTION OF PROPOSED CHANGE(S):		ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)
AMOUNT: <input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT \$ _____ TIME EXTENSION: _____ CALENDAR DAYS		
(C) ORIGINAL CONTRACT		PREVIOUS C.O.'s _____ THRU _____ CURRENT CONTRACT
\$ _____		\$ _____
(D) JUSTIFICATION FOR NEED OF CHANGE(S):		
(E) JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:		
(F) ARCHITECT/ENGINEER'S EVALUATION OF PROPOSED COST:		
(G) CHANGE ORDER RECOMMENDED		CHANGE ORDER JUSTIFIED AND APPROVED
NAME OF ARCHITECTURAL/ENGINEERING FIRM		Auburn University LOCAL OWNER
By: _____ ARCHITECT/ENGINEER		By: _____ President
By: _____ OWNER'S PROJECT REPRESENTATIVE		By: _____ OWNER'S LEGAL COUNSEL

## CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

### PURPOSE

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

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

Under these guidelines the cumulative total of Change Orders, including any negotiations to bring the original contract price within the funds available, would become questionable if the total of such changes and negotiations exceed 10% of the original contract price. These guidelines are not intended to interfere with the Awarding Authority's good faith discretion to respond to specific situations in the public's best interest.

### INSTRUCTIONS

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

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

## ATTACHMENT to ABC Form - B11

Auburn University uses Building Commission documents B11 (Change Order Justification) and Standard Form ABC C12 (Contract Change Order) as a means to adjust the original contract amount for two classifications of changes.

### CLASSIFICATION 1 Definition:

**Classification 1:** changes which result from work being added to or deleted from the original contract documents, the cost for which was NOT determined by competitive bidding. The cumulative total of such changes IS subject to the ten percent (10%) guideline.

### CLASSIFICATION 2 Definition:

**Classification 2:** changes resulting from implementation of provisions of the original contract documents (unit prices and alternates) which were not included in the original Contract Agreement for Construction as well as other items which WERE determined through competitive bidding and, consequently, are NOT considered as part of the ten percent (10%) guideline.

### CLASSIFICATION 1 CHANGES:

#### Negotiated (prior to bid) and Change Order (post bid) items:

Classification 1 Totals	
Change Order 1	
Change Order 2	
Change Order 3	
Change Order 4	
Change Order 5	
Change Order 6	
Change Order 7	
Change Order 8	
Change Order 9	
Change Order 10	

Original Contract Price:	
Cumulative Total Classification 1:	\$0.00
Classification 1: Percentage of the Original Contract:	0.00%

### CLASSIFICATION 2 CHANGES :

#### Competitively Bid Items: Unit prices, alternates, other:

Classification 2 Totals	
Change Order 1	
Change Order 2	
Change Order 3	
Change Order 4	
Change Order 5	
Change Order 6	
Change Order 7	
Change Order 8	
Change Order 9	
Change Order 10	

Cumulative Total Classification 2::	\$0.00
Cumulative Total of <u>all</u> Change Orders :	\$0.00

Revised Contract Value	\$0.00
------------------------	--------



## **Change Proposal Recap Sheet**

Date: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
AU Job Number : \_\_\_\_\_ Initiated By: \_\_\_\_\_ Owner/Architect  
(Check One) Contractor Subcontractor  
Reference Change Proposal Request Number: \_\_\_\_\_

Brief Description of Proposed Change: \_\_\_\_\_

PRIME CONTRACTOR Direct Cost Summary

Material:	\$0.00
Labor:	\$0.00
Equipment:	\$0.00

**Prime Contractor Subtotal:** \$0.00

## **SUBCONTRACTOR Direct Cost Summary**

Material:	\$0.00
Labor:	\$0.00
Equipment:	\$0.00
Sub-sub	\$0.00
<b>Subtotal:</b>	\$0.00

**Subcontractors Subtotal:** \$0.00

## **Mark-up Calculations**

<b>Subcontractors Subtotal:</b>	\$0.00
<b>Prime Cntrr Subtotal:</b>	\$0.00
<b>Total Direct Cost:</b>	\$0.00
Prime OH&P on Own Work:	\$0.00 15%
Total OH&P on Sub Work:	\$0.00 25%

**Total Cost Change**  Add   
Deduct

**Total Time Change** \_\_\_\_\_ Calendar Days (Critical path impacts only)

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

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



# Auburn University Construction Change Directive (C.C.D.)

**PROJECT:****DIRECTIVE NUMBER:****DATE:****TYPE OF WORK:****CONTRACT DATE:****CONTRACTOR:**

You are hereby directed to make the following change(s) in the work:

*(Describe briefly any proposed changes or list any attached information in the alternative)*

**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum will be:

- Lump Sum increase/decrease of:
- Unit Price of:
- Force Account as provided in Article 19 of ABC Form C-8 (August 2001) and not to exceed \$\_\_\_\_\_  
*See attached “Force Account CCD Documentation Requirements” for documentation guidelines.*
- Force Account as provided in Article 19 of ABC Form C-8 (August 2001)  
*See attached “Force Account CCD Documentation Requirements” for documentation guidelines.*
- Or as follows:

2. The Contract Time:

- Will be increased/decreased by (\_\_\_\_) calendar days
- Will be determined at a later date

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

*This C.C.D. will be included in Change Order to your Contract.*

Approved for SignatureAuburn University

by: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Manager

by: \_\_\_\_\_ Date: \_\_\_\_\_

c: Architect  
Project File



## Force Account CCD Documentation Requirements

### Signed Daily Work Ticket

- 1 Verified and signed daily by authorized AU representative (named in this document). To be signed no later than noon of the following day work is performed.
- 2 Includes following Information:
  - A. Description of tasks performed
  - B. Identify Employees working that day
  - C. Identify # of hours worked by each employee
  - D. Identify material purchased/used including quantity(provide dray or delivery ticket or invoice copy)
  - E. Identify equipment used (provide dray or rental ticket or invoice copy)
  - F. Identify any agreed upon miscellaneous costs incurred along with proper documentation.
  - G. Provide same documentation for Subcontractors

### Force Account CCD Recap Requirements

- 1 Recap of cost; broken down by Labor, Material, Equipment, Subcontract; totalled with acceptable labor burden and acceptable contractor markups.
- 2 Signed daily work tickets
- 3 Supporting documents
  - A. Document to verify actual # of hours worked and actual rate of pay for each employee
  - B. Material Invoices
  - C. Equipment rental invoice
  - D. Owned Equipment documentation with supporting rates not to exceed local prevailing rental rates.
  - E. Miscellaneous cost documentation
  - F. Subcontractor documentation of cost (same as GC requirements)



## GENERAL CONTRACTOR'S ROOFING GUARANTEE

B. C. Project No. \_\_\_\_\_  
\_\_\_\_\_

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

General Contractor's Name, Address, & Telephone Number	<b>EFFECTIVE DATES OF GUARANTEE</b>
	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

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.**

<b>RECOMMENDED BY:</b> ARCHITECT: _____ <b>CONTRACTING PARTIES:</b> CONTRACTOR _____ - OWNER _____  <b>APPROVALS:</b> BUILDING COMM.INSPECTOR: _____ BUILDING COMM. CHIEF INSPECTOR: _____ BUILDING COMM. DIRECTOR: _____	DATE: _____  DATE: _____ DATE: _____ DATE: _____  DATE: _____ DATE: _____ DATE: _____
--	---



## 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.



## Final Release of Lien

STATE OF ALABAMA

SUBJECT: \_\_\_\_\_

\_\_\_\_\_ COUNTY

MATERIAL FURNISHED: \_\_\_\_\_

We, \_\_\_\_\_ do hereby and herewith through

\_\_\_\_\_, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

declare that all labor, bills for materials for supplies, utilities and for all other things furnished or caused to be furnished by the above between

\_\_\_\_\_, \_\_\_\_\_  
(Name of firm) (Name of contractor)

have been fully paid, that there are no unpaid claims or demands of Subcontractors, material, men, mechanics, laborers or others resulting from or arising out of any work done or ordered to be done by said subcontractor under the above identified contracts, and declares that the Federal and State payroll taxes and contributions for unemployment insurance, old age pensions, annuities and retirement benefits imposed or assessed under any provision of any law, State or Federal, and measured by wages, salaries or other remuneration paid by said subcontractor to employees of his own Subcontractors engaged in said work or in any operation incidental thereto, have been paid.

NOW THEREFORE, KNOW YE, that we, the undersigned, do hereby waive and release any and all lien on said above described building and premises, arising under any by virtue of the General Labor and Mechanics Lien on account of Labor or materials or both, furnished or this may hereafter be furnished by the undersigned to or on account of the said

\_\_\_\_\_  
(Name of contractor)

for said building or premises.

Subscribed and sworn to me \_\_\_\_\_  
(Name of contractor)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(Seal)





STATE OF ALABAMA  
BUILDING COMMISSION

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

ROBERT BENTLEY  
Governor

Katherine Lynn  
Director

September 29, 2014

**TO:** STATE AGENCIES, K-12 SUPERINTENDENTS, COMMUNITY COLLEGES, UNIVERSITIES, OWNERS OF PRIVATE SCHOOLS, HOTELS AND MOTELS, AND MOTION-PICTURE THEATRES

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

**SUBJECT:** ADMINISTRATIVE RULE 170X-8 COLLECTION OF USER FEES

The Alabama Building Commission has adopted a new rule, Administrative Rule 170X-8 Collection of User Fees, which will go into effect October 1, 2014. The full text of Administrative Rule 170X-8 is available on the Building Commission's website at [www.bc.alabama.gov](http://www.bc.alabama.gov).

**Summary**

A brief summary of the Administrative Rule is provided below:

**Plan Review Fee:** A plan review fee will be required for plans submitted after October 1, 2014. An initial plan review fee of 50% not to exceed \$500 will be due at the preliminary or schematic submittal and a final plan review fee for the remaining balance will be due upon receipt of the final plan submittal. No additional fee will be charged for the first revised final submittal. Additional revised final reviews (after the first revised final submittal) shall be subject to a fee equal to 15% of the final plan review fee not to exceed \$2000.

**Permit Fee:** A permit fee will be required for projects inspected by the Building Commission and bidding after October 1, 2014. The permit fee is outlined in the Administrative Rule 170X-8.

**Contract Administration Fee:** A construction administration fee will be required for construction contracts reviewed and administered by the Building Commission. The fee is equal to  $\frac{1}{2}$  of 1% of the construction contract amount. In general, the construction administration fee will apply to state agencies, community colleges and PSCA-funded projects. The construction administration fee will not apply to locally-funded K-12 projects or locally-funded higher education projects.

## **Plan Review Fees**

### **Plans Submitted for Review before October 1, 2014**

Final plans submitted before October 1, 2014 are exempt from the plan review fee. The first revised final submitted after October 1, 2014 will not be subject to the plan review fee but additional revised finals will be subject to the additional revised final review fee of 15% of the final review fee not to exceed \$2000.

### **Plans Submitted for Review after October 1, 2014**

Schematic, preliminary or final plans submitted after October 1, 2014 are subject to the plan review submittal fee. Plans submitted after October 1, 2014 are not eligible to receive an initial plan review credit even if the schematic or preliminary plans were received prior to October 1, 2014.

### **Payment of Plan Review Fees**

Plan review fee may be paid directly to the Building Commission by the Owner or, at the Owner's request, may be submitted by the architect and reimbursed to the architect by the Owner.

If submitting checks to the Building Commission, the architect must print two copies of the plan review fee form. One copy must be attached to the B-1 submittal form submitted with the plans. The other copy shall be given to the Owner and the Owner shall attach the check to the plan review fee form and submit to the Building Commission.

The 30-day review period begins on the date payment is received. The plan review fee will be refunded to the Owner for reviews not completed within 30 days.

## **Permit Fees**

### **Public Works Projects Bidding After October 1, 2014**

ABC Form C-8, "General Conditions of the Construction Contract", Article 44, Para. A, states the following:

*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 all 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.*

For public works projects falling under the Building Commission's jurisdiction and bid after October 1, 2014, the design professional shall include a copy of the Building Commission's user fee schedule in the project manual and specify that the permit fee is to be included in the contractor's bid and paid by the Contractor.

At the Owner's option, the Owner may pay the permit fee directly to the Building Commission. However, the Pre-construction Conference cannot be held until both (1) the permit fee and (2) the signed construction contract have been received by the Building Commission.

## **Scheduling of Inspections**

The contractor will contact the design professional by e-mail of the date the project will be ready for an inspection.

The design professional will contact the Building Commission (BC) Inspector to schedule the first available date for the inspection. Inspections must be requested 14 days in advance.

When the BC Inspector confirms the inspection time, the design professional will send an e-mail confirming the inspection time and date. The e-mail must be sent to the contractor, BC Inspector, owner and the BC main office ([jennie.jones@bc.alabama.gov](mailto:jennie.jones@bc.alabama.gov)). All requests for inspections must come from the design professional and sent to the BC Inspector with copies to the contractor, owner, and BC main office ([jennie.jones@bc.alabama.gov](mailto:jennie.jones@bc.alabama.gov)).

Cancellations of any scheduled inspection must be received in writing by e-mail no less than 48 hours prior to the schedule inspection. The e-mail must be sent to the contractor, BC inspector, owner and the BC main office ([jennie.jones@bc.alabama.gov](mailto:jennie.jones@bc.alabama.gov) ). If an inspection is cancelled, it will be rescheduled subject to the BC Inspector's availability.

If an inspection is cancelled less than 48 hours prior to the schedule inspection, the re-inspection fee of \$1500 will be charged.

## **Minimum Requirements for Required Inspections**

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

### **Pre-Construction Conference**

Required Attendees: Contractor, Owner, Architect, Major Subcontractors

Inspection Requirements:

- Signed construction contract
- Verification of payment of permit fee
- Contractor's Statement of Responsibility and Quality Assurance Plan (for storm shelter)
- Fire Alarm Contractor's Certification (from State Fire Marshal)
- ADEM permit, if more than 1 acre of land is disturbed

### **Pre-Construction Conference for Storm Shelter**

Required Attendees: Contractor, Owner, Architect, Structural Engineer, Major Subcontractors, Special Inspections Representative

Inspection Requirements:

- BC Inspector must have already received Contractor's Statement of Responsibility and Quality Assurance Plan

### **Pre-Roofing Conference**

Required Attendees: Contractor, Owner, Architect, Roofing Subcontractor, Roofing Manufacturer's Representative

Inspection Requirements:

- Roofing submittals **must be approved by the architect** prior to pre-roofing conference
- Roofing manufacturer must provide documentation that roof design and roofing materials meet code requirements for wind uplift and impact resistance
- Copy of sample roofing warranty

#### Above-Ceiling Inspections

Required Attendees: Contractor, Owner, Architect, MEP Engineers, Major Subcontractors  
Inspection Requirements:

- All work must be completed except for installation of ceiling tiles and/or hard ceilings
- Space must be conditioned
- Permanent power must be connected unless otherwise arranged with the BC Inspector
- Grease duct must be inspected and approved by the BC Inspector prior to fire wrapping and Above-Ceiling Inspection

#### Life Safety Inspections and Final Inspections

Required Attendees: Contractor, Owner, Architect, Engineers, Major Subcontractors, Local Fire Marshal

Inspection Requirements:

- Fire alarm certification
- Kitchen hood fire suppression system certification
- General Contractor's 5-Year Roofing Warranty (ABC Form C-9)
- Roofing manufacturer's guaranty
- Above ground and below ground sprinkler certifications
- Completed Certificate of Structural Engineer's Observations for storm shelters
- Emergency and exit lighting tests
- **Fire alarm must be monitored**
- Elevator Inspection completed and Certificate of Operation provided by the State of Alabama Department of Labor
- Boiler/Vessels Inspection completed and Certificate of Operation provided by the State of Alabama Department of Labor
- Flush test for underground sprinkler lines (witnessed by local fire marshal, fire chief and/or BC Inspector)
- Flush/pressure test for new and/or existing fire hydrants
- Must have clear egress/access and emergency (for first responders) access to building
- Must have ADA access completed

#### Year-End Inspections

Required Attendees: Contractor, Owner, Architect, Engineers and/or Major subcontractors may also be required to attend

Inspection Requirements:

- Owner's list of documented warranty items

### **Contract Administration Fee**

The contract administration fee is applicable only to projects where the contract documents (Owner-Architect agreements, amendments, construction contracts, change orders and modifications) are reviewed, approved and administered by the Building Commission. In general, this includes state agencies, community colleges, PSCA-funded projects and other bond funded projects. The construction administration fee is not applicable to locally-funded K-12 projects or locally-funded higher education projects which are not reviewed by the Building Commission.

The contract administration fee shall be due as follows:

- Half of the fee will be due upon receipt of the Owner-Architect Agreement. The fee shall be equal to  $\frac{1}{4}$  of 1% of the estimated Cost of the Work.
- Half of the fee will be due upon receipt of the Construction Contract. The fee shall be equal to  $\frac{1}{4}$  of 1% of the Construction Contract amount.

### **Final Reconciliation**

A request for the contractor's final pay application will be sent to the Owner with the executed Certificate of Substantial Completion. An invoice for the final reconciliation of the plan review fee and permit fee shall be sent to the Owner after the contractor's final pay application is received. Payment for the final reconciliation of the permit fee, the plan review fee, and contract administration fee (if applicable) must be received prior to the year-end inspection.

### **Payment Options**

- Fees may be paid by check or money order mailed directly to the Building Commission
- An option to make on-line payments will be available through the Building Commission's website in early October 2014. On-line payments may be made by credit card or by e-check. Credit card transactions will be charged an additional 3.5% surcharge and e-check transactions will be charged an additional \$3 per transaction (must be drawn from a U.S. banking institution).
- Electronic payments can only be made for each individual project and cannot be combined for multiple projects.
- State agencies who wish to pay using inter-agency transfer must contact Chris McCracken at 334-353-3205 or [chris.mccracken@bc.alabama.gov](mailto:chris.mccracken@bc.alabama.gov) or Jennie Jones at 334-242-4808 or [jennie.jones@bc.alabama.gov](mailto:jennie.jones@bc.alabama.gov).

If you have any questions, please contact Katherine Lynn at the Alabama Building Commission at (334) 242-4082 or by e-mail at [Katherine.lynn@bc.alabama.gov](mailto:Katherine.lynn@bc.alabama.gov).

cc: Mr. Ben Albritton, Assistant Attorney General



**CERTIFICATION OF ADMINISTRATIVE RULES  
FILED WITH THE LEGISLATIVE REFERENCE SERVICE  
JERRY L. BASSETT, DIRECTOR**

(Pursuant to Code of Alabama 1975, §41-22-6, as amended).

I certify that the attached is/are correct copy/copies of rule/s as promulgated and adopted on the 7<sup>th</sup> day of August, 2014, and filed with the agency secretary on the 7<sup>th</sup> day of August, 2014.

AGENCY NAME: ALABAMA BUILDING COMMISSION

       Amendment   X   New        Repeal (Mark appropriate space)

Rule No. 170X-8

(If amended rule, give specific paragraph, subparagraphs, etc., being amended)

Rule Title: Collection of User Fees

ACTION TAKEN: State whether the rule was adopted with or without changes from the proposal due to written or oral comments:

The chapter is adopted without changes from the proposal due to written comments. The comments received did not propose any change to the proposed rule. One minor grammatical correction was made.

NOTICE OF INTENDED ACTION PUBLISHED IN VOLUME XXXII, ISSUE NO. 8, AAM,  
DATED MAY 30, 2014.

Statutory Rulemaking Authority: Code of Alabama 1975, §41-9-141 and 142.

(Date Filed)  
(For LRS Use Only)

*RECD & FILED*

AUG 07 2014

*LEGISLATIVE REFERENCE SERVICE*

  
\_\_\_\_\_  
Certifying Officer or his or her  
Deputy

(NOTE: In accordance with §41-22-6(b), as amended, a proposed rule is required to be certified within 90 days after completion of the notice.)



**STATE OF ALABAMA BUILDING COMMISSION  
CHAPTER 170X - 8  
COLLECTION OF USER FEES**

- |             |                                       |
|-------------|---------------------------------------|
| 170-X-8-.01 | APPLICABILITY                         |
| 170-X-8-.02 | CALCULATION OF FEES                   |
| 170-X-8-.03 | FEES REQUIRED                         |
| 170-X-8-.04 | PAYMENT OF FEES                       |
| 170-X-8-.05 | FINAL COST OF THE WORK                |
| 170-X-8-.06 | PENALTIES                             |
| 170-X-8-.07 | CONTRACT DOCUMENT ADMINISTRATION FEES |

**170-X-8-.01 APPLICABILITY**

The following procedures and user fees are applicable to new construction, additions or alteration projects for buildings under the jurisdiction of the Alabama Building Commission as defined by the Code of Alabama, Title 41, Section 41-9-162 and authorized by Sections 41-9-141(a) (8) and 41-9-142 (b). These rules apply to projects having the first or final project submittal received for review by the Building Commission on or after October 1, 2014 and projects bid after October 1, 2014. Projects reviewed prior to October 1, 2014 but bid after October 1, 2014 shall only be required to pay the permit fee. The contract document administration fee shall apply to contract documents requiring the Building Commission's approval submitted for approval after October 1, 2014.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8), 41-9-142(b)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

**170-X-8-.02 CALCULATION OF FEES**

Total Valuation	Plan Review Fee	Permit Fee
Less than \$1000	No fee.	No fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged.
\$1,001 to \$50,000	One-half of the permit fee which is \$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00.	\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,001 to \$100,000	One-half of the permit fee which is \$260.00 for the first \$50,000.00 plus \$4.00 or each additional thousand or fraction thereof, to and including \$100,000.00.	\$260.00 for the first \$50,000.00 plus \$4.00 or each additional thousand or fraction thereof, to and including \$100,000.00.

\$100,001 to \$500,000	One-half of the permit fee which is \$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00.	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,001 and up	One-half of the permit fee which is \$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.

The total valuation of work shall be the cost of construction. The "cost of construction" shall include the cost of the actual building construction, addition, or alteration work, including sitework.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

#### **170-X-8-03      FEES REQUIRED**

- (1) Initial Fee: The first submittal of each new project shall be accompanied by  $\frac{1}{2}$  of the plan review fee not to exceed \$500.00. Submittals sent in without this initial fee will not be reviewed until the fee payment is received.
- (2) Final Submittal Approval Fee: The final submittal of each project shall be accompanied by a payment for the balance of the total plan review fee payment. Submittals sent in without this final submittal fee will not be reviewed until the fee payment is received. The following conditions apply:
  - a. Written review comments must be sent by the Building Commission to the architect within 30 calendar days of receipt of the submittal. If the submittal is not reviewed within this time limitation, the Final Submittal Approval Fee is waived.
- (3) Permit Fee: 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 following conditions apply:
  - a. The Pre-Construction conference will not be performed prior to receipt of the Permit Fee.
- (4) Reviews and Inspections Covered by Fees: The Final Submittal Approval Fee shall include review of schematic, preliminary, final and one revised final submittals. The Permit Fee shall include the following building inspections: Pre-Construction Conference, Pre-Roofing Conference, Above-Ceiling Inspection, Final Inspection and Year-End Inspection. Additional required inspections such as fire alarm inspections, kitchen hood inspections, elevator inspections and other such inspections shall be included as part of the Permit Fee.
- (5) Additional Fees:
  - a. If more than one revised final submittal is required, an additional fee shall be required for each additional revised final submittal. The additional fee shall be equal to the lesser of the following: 15% of the total fee or \$2000. The time

restrictions and conditions which apply to routine submittals shall apply to additional submittals.

- b. If the contractor schedules an inspection and it is determined by the Building Commission Inspector on site that the contractor is not ready for the scheduled inspection, the Building Commission shall require an additional fee of \$1500. The additional inspection fee shall be applied to each additional inspection that is required to be rescheduled.
- c. If additional drawings for change orders or addendum are submitted after approval as part of a larger project, the additional fees shall be assessed at the completion of the contract based on the actual construction contract cost.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

#### **170-X-8-04      PAYMENT OF FEES**

- (1) Final Submittal Approval Fee payment shall be accompanied by the "Final Submittal Approval Fee Worksheet" and a copy of the architect's latest estimated cost of building construction. The cost estimate shall be the basis for calculating the estimated total fee on the fee worksheet.
- (2) Permit Fee payment shall be accompanied by the completed "Permit Fee Worksheet" and a copy of the executed construction contract. The construction contract shall be the basis for calculating the total fee on the fee worksheet.
- (3) Fee payments are nonrefundable.
- (4) Fee payments shall be by check or money order made payable to the "Alabama Building Commission".
- (5) Fee payments shall be received only at the Alabama Building Commission's office in Montgomery.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

#### **170-X-8-05      FINAL COST OF THE WORK**

The final cost of the work for the permit fee shall be adjusted for change orders and for sales tax credit received by the Owner. The final cost of the work for plan review fees shall be adjusted to include the lowest bid on additive unawarded alternates. The final adjustment along with a copy of the contractor's final pay request shall be submitted to the Building Commission with the Certificate of Substantial Completion.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

**170-X-8-06      PENALTIES**

Where work for which Building Commission approval is required is started or proceeds prior to obtaining said approval, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of the Building Commission in the execution of the work nor from any other penalties prescribed herein.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

**170-X-8-07      CONTRACT DOCUMENT ADMINISTRATION FEES**

For projects requiring the Building Commission's approval of the contract documents, a contract document administration fee equal to 1/2% of the construction cost will be charged to the Owner.

**Author:** Katherine Lynn

**Statutory Authority:** Code of Alabama 1975, 41-9-141 (a)(8)

**History:** Filed May 20, 2014; Certified August 7, 2014; Effective October 1, 2014.

CODE OF ALABAMA 1975, Sections 41-9-140 through 41-9-142

Section 41-9-140

**Creation; composition; election and filling of vacancies of legislative members; officers; compensation and expenses of members; meetings generally.**

There is hereby created a building commission, to be known as the Building Commission, the membership of which shall consist of the Governor, the State Health Officer, the Director of Finance, the State Superintendent of Education, four members from the Senate to be elected by that body at each regular session of the Legislature and four members from the House of Representatives to be elected by that body at each regular session of the Legislature. In the event of a vacancy on the commission caused by the death or resignation of a member elected by the Senate, such vacancy shall be filled by election by the commission at the next regular meeting, such member to be elected from the membership of the Senate. In the event of a vacancy on the commission caused by the death or resignation of a member elected by the House of Representatives, such vacancy shall be filled by election by the commission at its next regular meeting, such member to be elected from the membership of the House.

The Governor shall be chairman of the commission, and the Budget Officer of the state Department of Finance shall be the secretary thereof, but he shall not be a member. The secretary shall be custodian of its books, records and papers which he shall keep at the office of the commission to be provided at the seat of government.

All members of said commission shall serve without compensation. The legislative members shall receive reimbursement for their expenses when actively engaged on the commission's business, such expenses to be paid in accordance with Article 2 of Chapter 7 of Title 36 of this Code.

Said commission shall convene upon the call of the Governor or at such other time or times as the commission shall designate by a resolution spread upon its minutes.

*(Acts 1945, No. 128, p. 116, &sect;1; Acts 1951, No. 356, p. 644, &sect;1.)*

Section 41-9-141

**Powers and duties generally; appointment, etc., of officers, employees and agents; adoption of rules, regulations and plans; approval and allocation of funds; notice of meetings required.**

(a) The commission shall have full power and authority for, and on behalf of, the State of Alabama to do any or all of the following:

(1) To acquire lands by purchase, condemnation, or otherwise.

(2) To plan buildings and designate the location thereof.

- (3) To plan and provide for the improvement of all property now owned or hereafter acquired by the state or any institution or agency thereof.
  - (4) To construct, repair, equip, remodel, enlarge, renovate, furnish, refurbish, improve, and locate buildings, structures, and facilities for the use of the State of Alabama or any of its institutions or agencies as in its judgment shall be necessary for state, institutional, or agency purposes.
  - (5) To enter into contract to perform any of the functions provided for in this subsection.
  - (6) To receive any moneys, land, or equipment donated, appropriated, or otherwise acquired by it for the purposes provided for in this subsection.
  - (7) To take the action necessary to accomplish the purposes provided for in this subsection.
  - (8) To charge and provide for collection of user fees for its services. The fees established shall take into consideration the costs of operating the commission. It is provided, however, that the fees so established by this section shall not exceed the Appendix B Recommended Schedule of Permit Fees of the Southern Standard Building Code.
- (b) The commission is authorized and empowered to use the services, facilities, or employees of the Alabama Development Office in furthering the objects of this article when its request so to do is approved by the Governor.
  - (c) The commission may appoint and dismiss any officers, employees, and agents including competent architectural and technical employees as may be necessary to effectuate the purposes of this article. All employees of the commission shall be subject to the provisions of the Merit System. The commission is authorized to fix by contract the fees or compensation of all architectural and technical employees without regard to the Merit System Act.
  - (d) The commission is authorized and empowered to make and adopt all necessary rules, regulations, and plans for its own guidance and for the proper conduct of the duties imposed upon it.
  - (e) The decisions of the commission with respect to approval and allocations of funds shall be final.
  - (f) No meeting of the commission shall be held on less than three days' actual notice to the members thereof.

*(Acts 1945, No. 128, p. 116, &sect;2; Acts 1993, No. 93-344, p. 533, &sect;1.)*

Section 41-9-142

**Commission user fees to be deposited into revenue fund; permissible disbursements; limitations on uses; when commission may begin to charge.**

- (a) All user fees collected by the commission under Section 41-9-141 shall be deposited into the existing special revenue fund in the State Treasury designated as the Building Commission Operating Fund. The Director of the Technical Staff of the Building Commission may make deposits to the fund and expenditures from the fund to carry out the functions of the commission. The receipts shall be disbursed only by warrant of the State Comptroller upon itemized vouchers initiated by the Director of the Technical Staff of the state Building Commission and approved by the Secretary of the state Building Commission. Notwithstanding the foregoing, no funds shall be withdrawn or expended for any purpose whatsoever unless the funds have been budgeted and allotted in accordance with Sections 41-4-80 to 41-4-96, inclusive, and 41-19-1 to 41-19-12, inclusive. The balance remaining in the fund at the end of a fiscal year shall carry over into the next fiscal year and shall not revert to the State General Fund or any other fund.
- (b) The state Building Commission may start charging fees for services as authorized by Section 41-9-141 no sooner than the first day of the first month which follows the adoption date of a fee schedule promulgated under the Alabama Administrative Procedure Act.

*(Acts 1993, No. 93-344, p. 533, &sect;&sect;2, 3.)*





STATE OF ALABAMA  
BUILDING COMMISSION

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ROBERT BENTLEY  
Governor

Katherine Lynn  
Director

October 28, 2013

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

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

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

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

**Summary**

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

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

## **Bidding of Projects Before Jan. 1, 2014**

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

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

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

## **Proposed Changes to Administrative Rules**

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

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

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

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

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



STATE OF ALABAMA  
BUILDING COMMISSION

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Robert Bentley  
Governor

Katherine Lynn  
Director

July 17, 2012

**TO:** CONTRACTORS, ARCHITECTS AND ENGINEERS  
**FROM:** KATHERINE LYNN, DIRECTOR  
ALABAMA BUILDING COMMISSION  
**SUBJECT:** MEMORANDUM ON ACT 2009-657 REQUIRING CERTIFICATION OF FIRE ALARM CONTRACTORS

*Katherine Lynn*

Act 2009-657, which was signed by Governor Riley on May 21, 2009, requires fire alarm contractors to be certified by and to obtain a permit from the State Fire Marshal. The act provided a 36-month grace period before requiring full compliance which expires on July 31, 2012.

In accordance with §34-33A-9, the local building official is required to receive a copy of the State Fire Marshal's permit before issuing a license or building permit. Beginning August 1, 2012, the Building Commission will require the general contractor to furnish a copy of the fire alarm contractor's State Fire Marshal's Permit to the Building Commission Inspector at the Pre-Construction Conference.

Beginning August 1, 2012, and pursuant to §34-33A-11(b), the Building Commission will require architects and engineers to obtain a copy of the fire alarm contractor's State Fire Marshal's Permit when the general contractor submits the list of subcontractors for the contract. The architect or engineer shall reject fire alarm contractors that cannot provide a copy of the required State Fire Marshal's Permit.

If you have any questions, please feel free to contact me at (334) 242-4082 or the State Fire Marshal, Ed Paultk, at (334) 241-4166.

cc: Mr. Ed Paultk, State Fire Marshal  
Mr. Perry Taylor, State School Architect





STATE OF ALABAMA  
BUILDING COMMISSION

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ROBERT BENTLEY  
Governor

Katherine Lynn  
Director

July 10, 2012

**TO:** PUBLIC UNIVERSITIES AND COMMUNITY COLLEGE SYSTEMS,  
ARCHITECTS AND ENGINEERS

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

**SUBJECT:** MANDATORY SAFE SPACES IN NEW COLLEGE AND UNIVERSITY  
BUILDINGS (ACT 2012-554)

On May 23, 2012, Governor Robert Bentley signed House Bill 427 enacting a requirement that any new contract awarded on or after August 1, 2012 for a new building containing classrooms or dorm rooms constructed at a public 2-year or 4-year institution must include a Building Commission approved safe space or hallway. Pursuant to this act (Act 2012-554), the Building Commission is adopting the *ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2008)* as the minimum building code for safe spaces located in these facilities.

The requirements for a Building Commission approved safe space shall be included in any new building that is constructed as an independent facility that includes any classroom or dormitory space. Renovations, additions to existing buildings, or auxiliary buildings that do not contain classroom or dormitory spaces are not considered new buildings. Any determination as to whether or not a new facility is considered a new building under this Act shall be made by the Director of the Alabama Building Commission.

**Contracts awarded on or after August 1, 2012 must comply with the Act 2012-554.** Plans for new buildings with classrooms or dorm rooms that have previously been submitted and approved by the Building Commission are not exempt from compliance with this law. For plans approved by the Building Commission prior to this Act, revised plans or addenda incorporating ICC 500 code-compliant storm shelters must be submitted to the Building Commission if the contracts are awarded on or after August 1, 2012.

This memorandum is being issued to provide owners, architects, and engineers additional guidance on the requirements and interpretation of the ICC 500 for future construction projects subject to Act 2012-554.

1. **Combination Storm Shelters.** Safe spaces shall comply with the ICC 500 requirements for both tornado and hurricane storm shelters.
2. **Occupant Load (Para. 501.1.1).**

A. **New Buildings with Classroom Space.** Classroom space includes any room designated for general classroom instruction where a student may earn credit hours or equivalent certifications. Auxiliary support areas that are not used for instructing students such as research labs, offices, etc. do not have to be included in the occupant load determination of the storm shelter. The student occupant load for classroom spaces shall be calculated as follows:

- |                                   |                           |
|-----------------------------------|---------------------------|
| i. Typical classroom space        | 1 student per 30 SF gross |
| ii. Classrooms with fixed seating | 1 student per seat        |
| iii. Laboratory classroom space   | 1 student per 50 SF net   |

The total occupant load for the storm shelter shall include the student occupant load plus an additional 10% for faculty and administration. Fractions or portions shall be rounded up to whole numbers.

- B. **New Buildings with Dormitory Space.** Each new dormitory owned and operated under the public 2-year or 4-year institution shall include a storm shelter or storm shelters of sufficient size to accommodate the resident student occupant load for the building. The occupant load shall be determined by the maximum number of beds provided plus an additional 10% increase for administration and guests. Auxiliary support areas such as common areas, kitchens, laundry rooms, etc. do not have to be included in determining the occupant load. Fractions or portions shall be rounded up to whole numbers.
- C. **Mixed Use Buildings.** Building Commission approved safe spaces are required to protect students that are being instructed or housed at a public 2-year or 4-year institution. At a minimum, storm shelters must be adequately sized to protect students who are being instructed in classrooms in new buildings or living in new university-operated dormitory housing. Where classroom space and/or dormitory space is included in a new building that includes other uses, it is the responsibility of the public 2-year or 4-year institution to determine if additional occupants may require use of the storm shelter and to increase the size of the storm shelters for the additional occupants or to provide access to other storm shelters.
- D. **Mandatory vs. Optional Safe Spaces.** Building Commission approved safe spaces are mandatory for any new building that includes classroom or dorm rooms. However, if a 2-year or 4-year institution chooses to provide storm shelters in other buildings or to provide additional storm shelters that exceed the mandatory requirements, the additional storm shelters must also comply with ICC 500 (2009 IBC, Section 423).

3. **Storm Shelter Design Information (Para. 107.2.1 and 107.2.6).** The plan submittal shall include a Storm Shelter Plan (similar to the Life Safety Plan) with the design information required per these ICC sections. In addition, the storm shelter plan shall include the maximum number of occupants (seating/standing and wheelchair bound), the number and location of required toilet and handwashing facilities (if applicable), the maximum travel distance to the shelter and accessible route, location of emergency escape openings, locations of all required signage, location of fire extinguishers and first aid kits (if applicable), and indicate the 2-hour firewalls.
4. **Tornado Wind Speed Determination (Para. 304.2).** A state map with counties is attached (Attachment A) that approximates the tornado shelter design wind speeds as illustrated in the ICC 500, Chapter 3, Figure 304.2 (1). The map is provided as a guide and the design professional must use their professional judgment when determining the appropriate design criteria. The design wind speed must be indicated on the Storm Shelter Plan and on the required storm shelter signage.
5. **Hurricane Wind Speed Determination (Para. 304.2).** A state map with counties is attached (Attachment B) that approximates the hurricane shelter design wind speeds as illustrated in the ICC 500, Chapter 3, Figure 304.2 (2). The map is provided as a guide and the design professional must use their professional judgment when determining the appropriate design criteria. The design wind speed must be indicated on the Storm Shelter Plan and on the required storm shelter signage.
6. **Labeling of Storm Shelter Openings (Para. 108.2).** All storm shelter-rated assemblies, including but not limited to door opening assemblies, shall include the applicable rating label on each component. The labels shall be factory applied and clearly visible. Labels shall be raised or embossed on metal labels or stamped into metal frames. Plastic or paper labels are not acceptable.
7. **Labeling of Fire Barriers (Para. 601.1).** All 2-hour fire barriers shall be permanently identified with signs or stenciling in accordance with the applicable building code.
8. **Required Signage:**
  - A. **Design Information Shelter Signage. (Para. 108.1).** In addition to the type of shelter, name of builder or manufacturer and the design wind speed, the shelter sign shall also include the maximum occupant load. An example of the required design information signage is attached (Attachment C).
  - B. **Community Shelter Location Signage (Para. 504.1.1).** Every entrance must include a tactile and visual sign mounted on or adjacent to the door indicating “Tornado Storm Shelter”, “Hurricane Storm Shelter” or “Tornado/Hurricane Storm Shelter” (or “Combination Storm Shelter”). The appropriate symbol(s) may be substituted for the wording. An example of the required location shelter signage is attached (Attachment D).

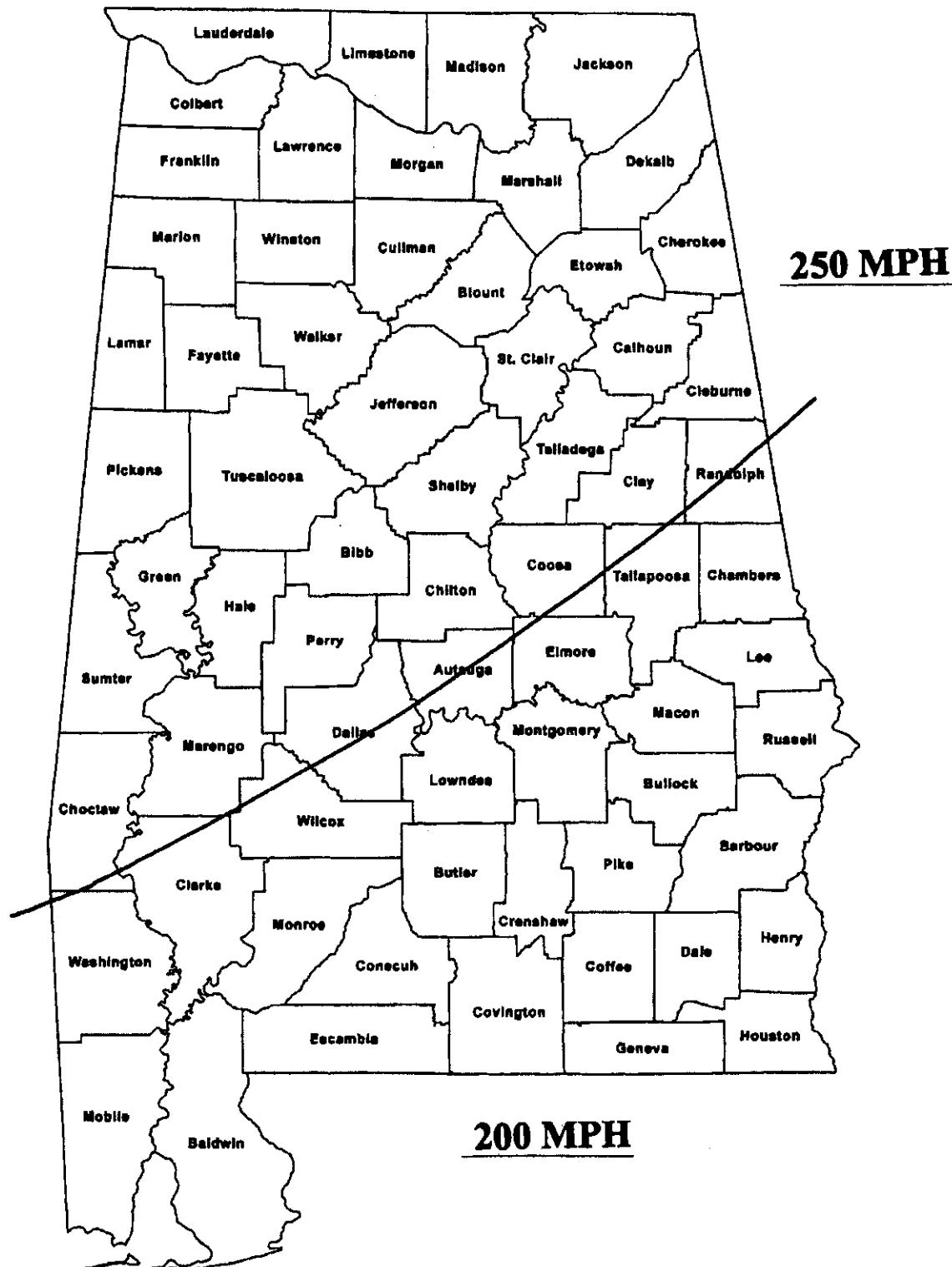
- C. **Community Shelter Identification Signage (Para. 504.1.2).** A sign depicting the general location of the storm shelter(s) and access ways must be provided adjacent to the access doors on the inside of each storm shelter, the office of the building facility's manager (if provided) and in the designated storm shelter manager's area in the storm shelter(if provided). Where no building facility's manager is provided, the sign shall be located in the central administration area for the building. The sign should be located in a clearly visible location.
9. **Peer Review. (Para. 106.1.1).** When the maximum occupant load of a storm shelter exceeds 300 occupants, the design professional must submit a letter from an independent structural engineer who has reviewed the construction documents for compliance with Chapter 3 – Structural Design Criteria. The letter must be stamped, signed and dated by the structural engineer and must be submitted with the Final Submittal.
10. **Mandatory Design Professional's Statement. (Para. 106.4).** The attached "Certification of Structural Observations" (Attachment E) must be completed by the architect or structural engineer of record and submitted to the Building Commission Inspector at the Final Inspection.
11. **Mandatory Contractor's Statement. (Para. 107.3.3).** The attached "Contractor's Statement of Responsibility" (Attachment F) must be completed by the contractor and submitted to the Building Commission Inspector prior to the start of construction. A copy of the Quality Assurance Plan as prepared by the design professional must be attached to the Contractor's Statement.
12. **Special Inspections. (Para. 107.2.4).** A list of Special Inspections required for the project must be submitted to the Building Commission Inspector at the Pre-Construction Conference.
13. **Location of Safe Spaces.** It is highly recommended that storm shelters be adequately dispersed throughout the building to minimize travel times and located within the same structure when possible to avoid travel outside the building during inclement weather. The ideal travel time is 5-10 minutes and the maximum recommended travel time should be no more than 15 minutes. The travel time should consider the time required to notify students and faculty and to travel to the storm shelter.
14. **Emergency Communication.** It is recommended that storm shelters include some form of reliable emergency communication. Cellular phone communication is not considered reliable since cell towers may be affected by a storm and/or the volume of calls.

I understand that the new requirement for storm shelters will present some challenges both in design and implementation. However, I am confident that your commitment to implementing this important legislation will provide a positive and immediate impact on protecting the citizens of the State of Alabama and I appreciate your support. If you should have any questions, please feel free to contact me at (334) 242-4082.

## ATTACHMENT A

### STATE MAP WITH COUNTIES SHOWING APPROXIMATE TORNADO WIND SPEED ZONES

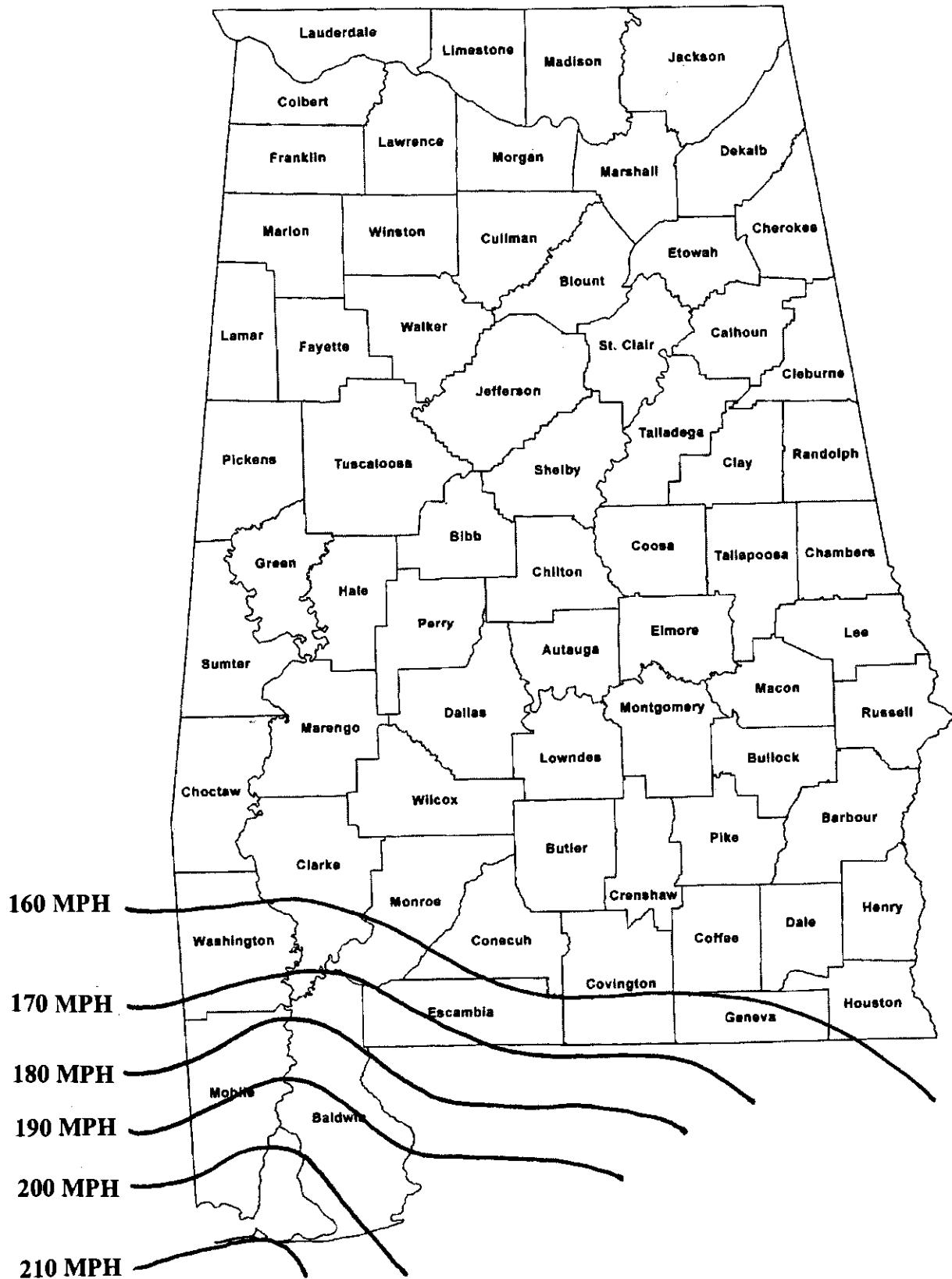
(Refer to ICC 500, Figure 304.2(1) for official map)



## ATTACHMENT B

### STATE MAP WITH COUNTIES SHOWING APPROXIMATE HURRICANE WIND SPEED ZONES

(Refer to ICC 500, Figure 304.2(2) for official map)



**ATTACHMENT C**  
**DESIGN INFORMATION SHELTER SIGNAGE**



**TORNADO STORM SHELTER**

MPH STORM SHELTER DESIGN WIND SPEED (3-SECOND GUST)

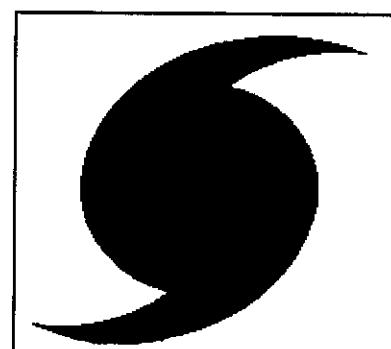
MISSILE IMPACT RESISTANCE:

LBS. 2 X 4 @  MPH (HORIZONTAL)

LBS. 2 X 4 @  MPH (VERTICAL)

STORM SHELTER MANUFACTURER/BUILDER \_\_\_\_\_

MAXIMUM OCCUPANT LOAD \_\_\_\_\_



**COMBINATION STORM SHELTER**

MPH STORM SHELTER DESIGN WIND SPEED (3-SECOND GUST)

MISSILE IMPACT RESISTANCE:

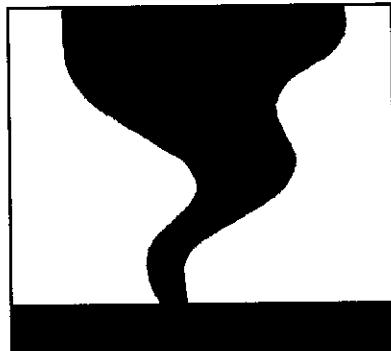
LBS. 2 X 4 @  MPH (HORIZONTAL)

LBS. 2 X 4 @  MPH (VERTICAL)

STORM SHELTER MANUFACTURER/BUILDER \_\_\_\_\_

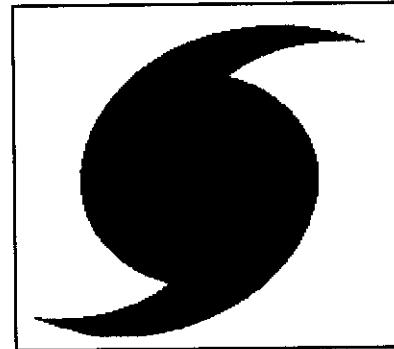
MAXIMUM OCCUPANT LOAD \_\_\_\_\_

**ATTACHMENT D**  
**SHELTER LOCATION SIGNAGE**



**TORNADO STORM SHELTER**

TOURNADO STORM SHELTER



**COMBINATION STORM SHELTER**

TOURNADO AND HURRICANE STORM SHELTER

Sign shall be no smaller than 8 ½" x 11" and shall be both tactile and visual.

**This form is mandatory and must be attached to all Certificates of Substantial Completion for all new buildings containing class rooms or dorm rooms constructed on the grounds of a public 2-year or 4-year institution awarded after August 1, 2012.**

B.C. # \_\_\_\_\_

**ATTACHMENT E**

**CERTIFICATION OF STRUCTURAL OBSERVATIONS**

for

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contractor \_\_\_\_\_

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

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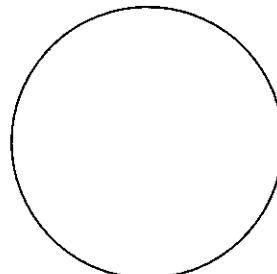
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Signed and sealed on this date, \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect or Structural Engineer of Record



Design Professional's Seal





STATE OF ALABAMA  
**BUILDING COMMISSION**

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Robert Bentley  
Governor

Katherine Lynn  
Director

January 11, 2012

**TO:** ARCHITECTS AND ENGINEERS  
**FROM:** KATHERINE LYNN, DIRECTOR  
ALABAMA BUILDING COMMISSION  
*Katherine Lynn*  
**SUBJECT:** ADDITIONAL GUIDANCE ON ACT 2011-535 – ALABAMA  
IMMIGRATION LAW

The Alabama Immigration Law (also referred to as “H.B. 56” or the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”) imposes conditions on the award of State contracts. Those requirements are effective January 1, 2012 for any contract receiving state funds. Architects and engineers are advised to review and adhere to the guidelines as appropriate for their project type. The guidance for each department can be found on the following websites:

1. **Contracts for the State Department of Education (K-12 School Systems):** Information is posted under “Guidance for Compliance with E-Verify” on the Alabama State Department of Education’s website at <http://www.alsde.edu/home/Communications/E-VerifyInformation.aspx>.
2. **Contracts for the Alabama Community College System:** Memorandum #2011-LGL-125 addresses Compliance with Alabama Immigration Law. A copy of the memorandum is posted on the Department of Postsecondary Education’s website at <http://www.accs.cc/Downloads/Memos/Memorandum-2011-LGL-125--12-29-11.pdf>.
3. **Contracts for State Agencies:** The memorandum, “IMPORTANT ACTION REQUIRED- ALABAMA IMMIGRATION LAW - Compliance Guidelines for Sections 9(a) and 9(b) of Act 2011-535, Affecting Payments on Contracts, Grants and Incentives Awarded January 1, 2012, And Thereafter”, is posted on the State Comptroller’s website at <http://comptroller.alabama.gov/pdfs/Memos/2012-01-06%20Alabama%20Immigration%20Law.pdf>.

In general, any contract awarded after January 1, 2012 must include the contractor’s affidavit of compliance with the Act and the E-Verify Memorandum of Understanding. The appropriate forms should be included in the bid package and the completed forms should be attached to the construction contracts. The appropriate forms are also required to be attached to the Agreement Between Owner and Architect. Architects (or engineers serving as the prime design consultant)

and general contractors are required to obtain the information from their consultants or subcontractors but should not submit the information with their contracts.

To aid in compliance with Act 2011-535, any contract received at the Building Commission after January 1, 2012 that does not include the appropriate affidavit and E-Verify Memorandum of Understanding will be returned.

The guidance for each department includes their points of contact for questions or you may contact me at (334) 242-4082.

Cc: Perry Taylor, State School Architect  
Dr. Freida Hill, Chancellor of Postsecondary Education  
Ms. Lynne Thrower, General Counsel/Vice Chancellor, Legal and Human Resources  
Mr. Thomas White, Jr., State Comptroller  
Ms. Pamela Harris, State Comptroller's Office



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Robert Bentley  
Governor

Katherine Lynn  
Director

May 29, 2012

**TO:** ARCHITECTS AND ENGINEERS  
**FROM:** KATHERINE LYNN, DIRECTOR  
ALABAMA BUILDING COMMISSION  
*Katherine Lynn*  
**SUBJECT:** GUIDANCE ON ACT 2012-491 AMENDING THE ALABAMA  
IMMIGRATION LAW

The Alabama Immigration Law (also referred to as “Act 2011-535” and codified in state law as Title 31, Chapter 13 of the Code of Alabama 1975) was amended by Act No. 2012-491 which was signed by Governor Bentley on May 18, 2012. Upon signature, the following requirements went into effect:

1. Contractors (including architects and engineers) will no longer be required to provide an affidavit nor will they be required to obtain affidavits from their subcontractors or consultants.
2. Contractors (including architects and engineers) will still be required to enroll in the E-Verify program and to provide documentation of enrollment in the E-Verify program with their contracts or agreements.
3. All contracts and agreements must now include the following statement:

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

The departments that have previously issued guidance on compliance may revise their guidance based on Act No. 2012-491. Architects, engineers and contractors are urged to continue checking the websites for the State Department of Education, the Alabama Community College System and State Comptroller’s Office for the latest information.

To aid in compliance, any contract received at the Building Commission after May 18, 2012 that does not include the required contract clause and E-Verify Memorandum of Understanding will be returned.

The websites for each department include their points of contact for questions or you may contact me at (334) 242-4082.

Cc: Mr. Perry Taylor, State School Architect  
Ms. Lynne Thrower, General Counsel/Vice Chancellor, Legal and Human Resources  
Mr. Thomas White, Jr., State Comptroller

## Auburn University Supplemental Conditions

The following supplemental conditions modify the Alabama Building Commission (ABC) Construction Contract and Related Documents and provide Additional Auburn University Project Requirements.

### I. Modifications to ABC Construction Contract and Related Documents

#### A. Definitions

1. Reference to UPL (University Project Lead) is the same as University Project Manager.
  - a) All projects have a UPL during both the design and construction phases.
  - b) The Design UPL hands the project off to the Construction UPL at the NTP activity.
2. Reference to ABC is the same as Alabama Building Commission.
3. Reference to LOI is the same as Letter of Intent.
4. Reference to NTP is the same as Notice to Proceed.
5. Reference to SPW is the same as Small Public Works
6. Reference to LPW is the same as Large Public Works

#### B. ABC C-1 Advertisement for Bid

1. Replace ABC Form C-1 with AU Form C-1

#### C. ABC C-2 Instructions to Bidders

1. Section 3: Qualifications of Bidders and Prequalification Procedures

a) Insert the following behind C-2 document

- (1) For Non-BOT Projects use AU Form C-2a
- (2) For BOT Projects use AU Form C-2b

2. Section 5: Examination of Bid Documents and the Site of the Work

a) Insert the following as a 2<sup>nd</sup> paragraph: Requirement for Pre-bid Utilities Coordination: The bidders shall be solely responsible for contacting ALL local utility service agencies (University, private, public and/or municipal) PRIOR to bidding to determine the scope of modifications, if any, to all utilities on site of work or adjacent to site in right-of-ways or easements due to work scope of this project. Bidders should contact the University Project Lead (UPL) for information regarding those utilities owned by Auburn University.

3. Section 8: Preparation and Delivery of Bids

a) Add subsection: d. In addition to the proposal forms required in this section, Bidders shall include the following additional attachments with delivery of their bid:

- (1) ABC Form C-3A (Accounting of Sales Tax)
- (2) AU Form C-3C (Stated Allowances and Unit Prices)
- (3) AU Form C-3D (Certification of Compliance with Alabama Code Title 34, 39 & 41)

4. Section 14: Consideration of Bids

a) Add subsection: c. The apparent lowest responsible and responsive bidder shall submit the following post-bid submittals to the following email [projsup@auburn.edu](mailto:projsup@auburn.edu) including both project number and name in the subject line:

- (1) AU Form C-3B – List of Subcontractors and Major Suppliers – 24 hours after Bid Opening
- (2) Schedule of Values – 24 hours after Bid Opening

- (3) Approved Insurance Certificate – 2<sup>nd</sup> business day after Bid Opening.
- (4) Complete Resume of proposed Superintendent and Project Manager - 5 calendar days
- (5) Site Specific Safety Plan – 10 calendar days (see AU Form C-16, C-16A, C-16B)

D. ABC C-3: Proposal Form Additional Attachments

- a) Add AU Form C-3C (Stated Allowances and Unit Prices). This MUST be attached to proposal form C-2 on Bid Day.
- b) Add AU Form C-3D (Certification of Compliance with Alabama Code Title 34, 39 & 41). This MUST be attached to proposal form C-2 on Bid Day.

E. ABC C-5: Construction Contract Attachments

1. The following documents will be attached to ABC Form C-5: Construction Contract:
  - a) ABC Form C-6 Performance Bond
  - b) ABC Form C-7 Payment Bond
  - c) ABC Form C-8 General Conditions
  - d) ABC Form C-8S Supplement to the General Conditions of the Contract
  - e) ABC Form C-8 Attachment B
  - f) Certificate of Compliance with Act 2012-491, State Department of Finance
  - g) Attachment F of the Mandatory Safe Space, ACT 2012-554
  - h) Disclosure Statement (*Contract box should be checked*)
  - i) AU Form C-3B – List of Subcontractors and Major Suppliers
  - j) Insurance Certificate
  - k) Proposal Documents submitted on Bid Day
  - l) Specifications
  - m) Drawings
  - n) Modifications to the Construction Contract (applicable to PSCA Projects)

F. ABC C-8: General Conditions of the Contract

1. Article 1 Definitions
  - a) Subsection E. Contract
    - (1) Add item: 8. Proposal Documents submitted on Bid Day
    - (2) Add item: 9. Disclosure Statement (Contract box should be checked)
    - (3) Add item: 10. Alabama State Department of Finance Statement of Compliance with Act No. 2012-491
2. Article 4 Documents Furnished to Contractor
  - a) Replace in its entirety with: Contracts Documents, Drawings, Project Manuals, and Addenda will be furnished to the contractor by the Architect without charge in electronic format.
3. Article 12 Progress Schedule
  - a) Delete: "(Not applicable if the Contract Time is 60 days or less.)" located under Article title.
4. Article 14 Safety and Protection of Persons and Property
  - a) Add subsection: K. In addition to the safety requirements outlined in this article, please reference the following for additional safety requirements:
    - (1) AU Form C-16 Auburn University Safety Specifications

- (2) AU Form C-16A Appendix A to Auburn University Safety Specifications
  - (3) AU Form C-16B Appendix B to Auburn University Safety Specifications
5. Article 19 Changes in the Work
- a) Replace ABC Form C-12 with AU Form C-12 (previously approved by ABC on 1/26/15)
  - b) Section D Change Order Procedures
  - c) Subsection 4, Add item: e. The Owner will utilize the use of a Construction Change Directive (CCD) to authorize work prior to receipt of formal change order. The contractor will receive either AU Form C-12B or AU Form C-12C authorizing such work. All CCD's will be included in future change order. No billing will be allowed for CCD's until such time the CCD is incorporated into a formally executed change order.
  - d) Add subsection: 8. The Contractor shall submit all change proposals using the AU Form C-12A Change Proposal Recap Sheet
6. Article 23 Delays
- a) Section B add subsection: 4. The process for granting time extensions due to inclement weather will be handled as follows:
    - (1) Obtain precipitation data from the A.W.I.S. Weather Service located at the Auburn Opelika Robert G. Pitts Airport code = AUO.
    - (2) A rain day is considered to be any day with a measured precipitation of more than 0.1 inch.
    - (3) Determine the average number of days per month with a measured precipitation of more than 0.1 inch for the five-year period preceding the start of the project in question.
    - (4) Compare the number of rain days during each month of the project contact time period to the monthly five-year average. The Contractor may be granted an extension for rain days during the contract period which exceeded the five year average. The number of days granted will vary for different types of projects, depending upon the amount of inside or outside work. Refer to the following classifications for various time extensions pertinent to typical project types. No time will be deducted from the contract period for months when rain days are less than the five-year average.
  - b) The following rain day classifications of projects and subsequent extensions for each rain day above the five-year average are listed below. See Section 01 1000 Project Summary for rain day classification identification for this project.
    - (1) Class I: Low Slope (1:12 or less) roof replacement on existing building – 2 days may be granted for each rain day beyond the five year average.
    - (2) Class II: Site work, paving underground utilities – 3 days may be granted for each rain day beyond the five year average.
    - (3) Class III: New Building and steep roof replacement (greater than 1:12) – 1 day may be granted for each rain day beyond the five year average.
    - (4) Class IV: Renovation of existing building with some outside work - .5 days may be granted for each rain day beyond the five year average.
    - (5) Class V: Renovation of existing building with no outside work – 0 days granted for each rain day beyond the five year average.
  - c) If time extensions are granted, they shall be included in the next subsequent change order.
  - d) Rain Day classification shall be Class III unless modified by Section 01 1000 Project Summary.

- e) Reporting of rain days shall be included in each monthly schedule update.
7. Article 29 Progress Payments
- a) Replace ABC Form C-10 with AU Form C-10
  - b) Replace ABC Form C-10SM with AU Form C-10SM
  - c) Add AU Form C-10PRL, Partial Release of Lien
  - d) Copy of Insurance and Bond for any material/equipment stored off site
8. Article 37 Contractor's and Subcontractors' Insurance
- a) Where the term "Owner" is used it shall be understood to include: "Auburn University including its Board of Trustees" and any Agents of the Owner.
  - b) Part A General
    - (1) Section 4 Insurance Certificates
      - (a) Add item m: Sample copy of Insurance Certificate
  - c) Part B Insurance Coverages:
    - (1) Section 2 Commercial General Liability Insurance, subsection a, add the following:
      - (a) Add item: .5 Contractual Liability \$1,000,000.00
      - (b) Add item: .6 Damage to Rented Premises \$300,000.00
    - (2) Section 5 Builder's Risk Insurance:
      - (a) The Owner may elect to provide this coverage. See Project Summary (01 1000).
    - (3) Add section: 6 Professional Liability Insurance:
      - (a) Professional Liability/Errors and Omissions Liability will be required if the Contractor is acting as a licensed professional while performing a service for Auburn University. Licensed professionals include, but are not limited to: Architects, Engineers, and Professional Land Surveyors. Coverage should be provided as noted below:
        - (i) Minimum Limit:
          - (a) \$1,000,000.00 Each Claim
          - (b) \$2,000,000.00 Annual Aggregate
        - (b) Claims made policies must include a two year reporting period or coverage must be provided for up to two (2) years after the completion of a project.
    - (4) Add Section: 7 Environmental Impairment Liability Insurance:
      - (a) Environmental Impairment Liability Insurance will be provided if the contractor will be handling hazardous or toxic products. Contractors needing this coverage include, but is not limited to, transportation or disposal of explosives, nuclear materials, polychlorinated biphenyl (PCB) materials, pesticides, & fungicides, & oil; installation or removal of underground and above-ground storage tanks; asbestos abatement; and lead abatement.  
Minimum Limit \$1,000,000 each claim \$2,000,000 annual aggregate
      - (b) Claims made policies must include a two year reporting period or coverage must be provided for up to two (2) years after the completion of a project.
- d) Add Part F Additional Conditions:
  - (1) Impairment of Liability
    - (a) In the event the insurance program required by Auburn University were to have any pending claim(s), which may limit or exhaust any aggregate limits by more than 20%,

Auburn University shall be notified within thirty (30) days. Auburn University may require additional insurance or reinstatement of the limits of liability as necessary to protect the financial interest of the University.

(2) Duty to Provide Copies of Insurance Policies

- (a) Auburn University shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations , or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

(3) Notice of Incident

- (a) Contractor shall inform Auburn University Risk Management and Safety of all incidents and/or accidents that occur on the Auburn University premises or that might otherwise give rise to a claim against Auburn University and shall be responsible for providing appropriate written notification. Such notification shall be provided as soon as reasonably possible but will not exceed twenty- four (24) hours after contractor is aware of the incident/accident.

e)Include Project Supports' sample certificate of insurance

- (1) SPW Version  
(2) LPW Version

9. Article 51 Project Sign

- a)Delete Architect in last sentence.  
b) Replace ABC Form C-15 with AU Form C-15 or C-15CM.  
c)On projects where CM Agent is being used, the project sign shall be per AU Form C-15CM.

G. ABC Form C-8S Supplement to the General Conditions of the Contract

1. Add page header that reads: "ABC Form C-8S, August 2009"

H. ABC Bulletins

1. Contractor shall be responsible for any requirements outlined in Administrative Rule 170-X-8 referenced in memo from Alabama Building Commission/Katherine Lynn dated September 29, 2014. See item 00 1500 'a' of the Table of Contents
2. Contractor shall be responsible for any requirements outlined Exemption from Sales and Use Tax, Act 2013-205 referenced in memo from Alabama Building Commission/Katherine Lynn dated October 28, 2013. See item 00 1500 'b' of the Table of Contents
3. Contractor shall be responsible for any requirements outlined Certification of Fire Alarm Contractors, referenced in memo from Alabama Building Commission/Katherine Lynn dated July 17, 2012. See item 00 1500 'c' of the Table of Contents
4. Contractor shall be responsible for any requirements outlined Mandatory Safe Space ACT 2012-554, referenced in memo from Alabama Building Commission/Katherine Lynn dated July 10, 2012. See item 00 1500 'd' of the Table of Contents
5. Contractor shall be responsible for any requirements outlined Additional Guidance Alabama Immigration Law ACT 2011-535, referenced in memo from Alabama Building Commission/Katherine Lynn dated January 11, 2012. See item 00 1500 'e' of the Table of Contents

6. Contractor shall be responsible for any requirements outlined Guidance Amending Alabama Immigration Law ACT 2012-491, referenced in memo from Alabama Building Commission/Katherine Lynn dated May 29, 2012. See item 00 1500 'f' of the Table of Contents

## II. Additional Auburn University Project Requirements

### A. Definitions

1. Reference to UPL (University Project Lead) is the same as University Project Manager.
  - a) All projects have a UPL during both the design and construction phases.
  - b) The Design UPL hands the project off to the Construction UPL at the NTP activity.
2. Reference to ABC is the same as Alabama Building Commission.
3. Reference to LOI is the same as Letter of Intent.
4. Reference to NTP is the same as Notice to Proceed.
5. Reference to SPW is the same as Small Public Works
6. Reference to LPW is the same as Large Public Works

### B. Coordination with Owner Systems

1. The contractor is responsible for the complete fire alarm system. This would include all conduit, wiring, devices, programing, pre-testing, final testing, and certification of the complete fire alarm system. Once the contractor has completed their portion of the work, the University Project Lead (UPL) should be contacted to coordinate the download of the certified system to the University's network system. The contractor is not allowed to use the University's system administrator(s) to complete their work.
2. The contractor is responsible for the complete HVAC controls system. This would include all conduit, wiring, devices, programing, pre-testing, final testing, and certification of the complete HVAC system. The contractor is not allowed to use the University's system administrator(s) to complete their work.
3. The contractor is responsible for the complete access control system. This system must be installed by a certified LENEL installer. This would include all conduit, wiring, devices, programing, pre-testing, final testing, and certification of the complete access control system. Once the contractor has completed their portion of the work, the University Project Lead (UPL) should be contacted to coordinate the download of the certified system to the University's network system. The contractor is not allowed to use the University's system administrator(s) to complete their work. This does not mean that it has to be the same company with whom the Owner has a service agreement.
4. AU Access Control will install final lock cores provided by contractor. The lock cores will need to be coordinated sufficiently in advance of installation with the University Project Lead (UPL) to allow adequate time for fabrication and delivery. The UPL is responsible for submitting, to the Architect, a final keying schedule which has been vetted by the End User, Access Control, and UPL.
5. The contractor is responsible for the complete security camera system. This system must be installed by a certified Omni-Cast installer. This would include all conduit, wiring, devices, programing, pre-testing, final testing, and certification of the complete security camera system. Once the contractor has completed their portion of the work, the University Project Lead (UPL) should be contacted to coordinate the download of the certified system to the University's network system. The contractor is not allowed to use the University's system administrator(s) to complete their work. This does not mean that it has to be the same company with whom the Owner has a service agreement.
6. The contractor is responsible for the complete elevator/escalator system. The contractor is not allowed to

use the University's elevator service agreement technicians to perform any of the required scope of work.

C. General Requirements

1. All material staging for the project must occur within the fenced area or the contractor may elect to procure off-campus staging at their expense. The owner will not be responsible in any way for any off-campus storage the contractor may elect to procure. The contractor is required to have any off site storage of material/equipment insured and bonded prior to submitting any billing for stored material. Copies on both insurance and bond shall be attached to any and all billings of stored materials.
2. For interior renovation projects, a pre-bid meeting must be scheduled with UPL for both Design and Construction to discuss provisions for material staging.
3. There will not be any construction allowed on construction sites starting on Friday at noon through Sunday night of any home football game weekends. Any variance to this restriction must be approved by the UPL in writing by noon on Wednesday prior to game weekend. The UPL is required to obtain Facilities Management Leadership approval.
4. The Owner may be required to shut down construction sites for other reasons. When this becomes a requirement, the owner will give the contractor as much notice as possible and will meet with the contractor to discuss any cost incurred and resolve in a fair and reasonable manner.
5. No harassment ("cat-calling", whistling, staring, or any other inappropriate action(s) or behavior) will be tolerated toward any Auburn University Student, Faculty, Staff, campus visitors, etc. Anyone caught, or reported, in disobedience of this policy will be immediately and permanently dismissed from the project and will not be allowed to work on campus on any other current, or future projects.
6. All Auburn University construction projects are to adhere to all Auburn University policies on:
  - a) Smoke-Free Campus (*including e-cigarettes*)
  - b) Dangerous Weapons and Firearms
  - c) Tree Preservation/Protection
7. Provide all temporary traffic control (including flagmen), traffic signage, barricades, and additional signage as required to complete the requirements of your scope. This includes the escorting of oversized loads on campus streets. Contractors must utilize the quickest route to get off campus as quickly as possible.
8. No music or radios are allowed on the project jobsite.
9. The contractor shall be responsible for coordinating all mapping of installed underground utilities with the UPL. Failure to coordinate this requirement will result in the contractor having to uncover any installed work to allow for proper mapping. Any cost incurred will be the responsibility of the contractor.
10. Contractor shall at all times maintain as-built documents and submit these as part of the project closeout phase.
11. The contractor is responsible for the as-built survey.
12. The contractor is prohibited from unauthorized flying of Unmanned Aircraft Systems (UAS) on the campus of Auburn University.
13. Contractor shall perform and complete a pre-punch list of the project prior to requesting the Architect and/or Owner perform their punch list.

D. Project Schedule

1. The contractor is responsible for the overall project schedule. Auburn University Facilities Management has implemented the use of MS Project 2013 as our scheduling software. The contractor shall schedule a meeting with the UPL to discuss project milestones required for the project. This must be approved by

Construction Management Leadership. The contractor can use any scheduling software they want as long as they meet the following criteria:

- d) One column in the schedule must contain a 4 digit milestone number ("text 30") as provided by Auburn University. A full list of milestones will be provided. For example, 5900 = Notice to Proceed
- e) Ability to export schedule data to either MS Project 2013 or an XML file. Files will be submitted to the UPL for internal reporting purposes.
  - (1) The file (either MS Project 2013 or XML) should be named with the AU assigned project number (for example, 15-242) and must contain the following:
    - (a) Milestone Name and Number (i.e. 5900)
      - (i) Baseline Start
      - (ii) Baseline End
      - (iii) Estimated Start
      - (iv) Estimated End
      - (v) Actual Start
      - (vi) Actual End
- 2. Develop and implement recovery plans for work tracking behind schedule.
- 3. Incorporate and track AU Milestones provided by AU CPM
- 4. Track progress and update critical path schedule at a minimum frequency of every 2 weeks
- 5. Preserve the baseline schedule and track progress against baseline.
- 6. Track owner provided equipment, furnishings, required inspections, and owner approvals as the project dictates to ensure activities are in line with the schedule requirements.
- 7. Key inspections, such as Above Ceiling, In-Wall, or Roof inspections shall be coordinated well in advance and designated with milestones on the Contractor managed Overall Project Schedule.

E. Documentation/Reporting:

- 1. Contractor to coordinate with UPL as to how all logs will be created and tracked per current Auburn University Facilities Management templates.
- 2. Review submittals/shop drawings for conformance to contract documents and coordination with other trades.
- 3. Contractor to highlight all required color selections, dimensional verifications, and selection and inclusion of all options.
- 4. Contractor shall keep updated/approved submittals on-site and distribute approved submittals to all relevant parties. The Owner will need electronic copies of all approved submittals. These should be turned over to UPL as they are approved.
- 5. Contractor to develop cash flow reports and forecasts.
- 6. Contractor shall prepare daily reports that track the number of employees, work completed, equipment on site, inspections, deliveries, accidents, weather, etc.
- 7. Contractor shall prepare and submit to Owner a professionally prepared monthly report that includes:
  - (1) Executive summary of the project
  - (2) Subcontracts status

(3) Buyout/Purchasing Log

- (4) Estimate vs. Actual Cash flow
- (5) OPS, milestone, and 2-week look ahead schedules
- (6) Submittal Log
- (7) Summary of financials
- (8) Back-up logs (RFIs, Submittals, Change Orders, etc.)
- (9) Safety reporting
- (10) Key progress photos

F. Parking

- 1. All contractor parking must occur within the project fenced area or the contractor may elect to procure off-campus parking and shuttle the work crews to the site at their expense. The owner will not be responsible in any way for any off-campus worker parking the contractor may elect to procure.
- 2. Contractor will be responsible for any parking fines incurred from Auburn University Parking Services. Auburn formally request that the Contractor not ask for relief of these fines.
- 3. Parking on sidewalks and landscaped areas is not allowed for any reason.
- 4. For interior renovation projects, a pre-bid meeting must be scheduled with UPL for both Design and Construction to discuss provisions for minimum contractor parking.
- 5. See parking graphics at end of this section for locations where contractor is not allowed to park.

GENERAL PARKING		ZONED PERMIT PARKING (RESIDENCE HALLS)		METER PARKING (ZONED PERMIT)	
	30 MINUTE LOADING ZONE  Turn on Beepers Locate and unlock only		RESIDENT OVERFLOW PARKING ONLY  24HR/7 DAYS when classes and exams are in session		WEST VILLAGE PERMIT PARKING ONLY  24HR/7 DAYS when classes and exams are in session
	15 MINUTE LOADING ZONE  Turn on Beepers Locate and unlock only		EXT. DORM. PERMIT PARKING ONLY  24HR/7 DAYS when classes and exams are in session		HILL DORM. PERMIT PARKING ONLY  24HR/7 DAYS when classes and exams are in session
	MOTOR CYCLE PARKING ONLY  24HR/7 DAYS		QUAD DORM PERMIT PARKING ONLY  24HR/7 DAYS when classes and exams are in session		90 MINUTE METERED PARKING  7 AM - 5 PM MON - FRI
	NO PARKING  24HR/7 DAYS		ALL PERMIT PARKING  7 AM - 5 PM MON - FRI		30 MINUTE METERED PARKING  7 AM - 5 PM MON - FRI
	VISITOR PARKING  		PERMIT PARKING ONLY  7 AM - 5 PM MON - FRI		RESERVED: STATE SERVICE VEHICLES ONLY  24HR/7 DAYS
	PERMIT PARKING ONLY  7 AM - 5 PM MON - FRI		RESERVED: HALL DIRECTOR ONLY  24HR/7 DAYS		RESERVED: CLINIC PATIENTS ONLY  24HR/7 DAYS
	RESERVED: CLINIC PATIENTS ONLY  24HR/7 DAYS				

**SECTION 00 01 10** This Index was added by Addendum No. 2

**TECHNICAL SPECIFICATIONS INDEX**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- A. 00 01 10 - Technical Specifications Index

**SPECIFICATIONS**

**2.01 DIVISION 01 -- GENERAL REQUIREMENTS**

- A. 01 10 00 - Summary
- B. 01 12 00 - Multiple Contract Summary
- C. 01 20 00 - Price and Payment Procedures
- D. 01 30 00 - Administrative Requirements
- E. 01 40 00 - Quality Requirements
- F. 01 41 00 - Structural Tests and Special Inspections
- G. 01 50 00 - Temporary Facilities and Controls
- H. 01 60 00 - Product Requirements
- I. 01 70 00 - Execution and Closeout Requirements
- J. 01 78 00 - Closeout Submittals
- K. 01 91 13 - General Commissioning Requirements

**2.02 DIVISION 02 -- EXISTING CONDITIONS (NOT USED)**

**2.03 DIVISION 03 -- CONCRETE**

- A. 03 30 00 - Cast-In-Place Concrete

**2.04 DIVISION 04 -- MASONRY (NOT USED)**

**2.05 DIVISION 05 -- METALS**

- A. 05 12 00 - Structural Steel
- B. 05 31 00 - Steel Deck

**2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES (NOT USED)**

**2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION (NOT USED)**

- A. 07 13 00 - Sheet Waterproofing
- B. 07 16 16 - Crystalline Waterproofing

**2.08 DIVISION 08 -- OPENINGS (NOT USED)**

**2.09 DIVISION 09 -- FINISHES (NOT USED)**

**2.10 DIVISION 10 -- SPECIALTIES (NOT USED)**

**2.11 DIVISION 11 -- EQUIPMENT (NOT USED)**

**2.12 DIVISION 12 -- FURNISHINGS (NOT USED)**

**2.13 DIVISION 13 -- SPECIAL CONSTRUCTION (NOT USED)**

**2.14 DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)**

AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 01-05-16

- 2.15 DIVISION 21 -- FIRE SUPPRESSION (NOT USED)**
- 2.16 DIVISION 22 -- PLUMBING (NOT USED)**
- 2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) (NOT USED)**
- 2.18 DIVISION 26 -- ELECTRICAL (NOT USED)**
- 2.19 DIVISION 27 -- COMMUNICATIONS (NOT USED)**
- 2.20 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)**
- 2.21 DIVISION 31 -- EARTHWORK**
  - A. 31 23 15 - Excavation
- 2.22 DIVISION 32 -- EXTERIOR IMPROVEMENTS (NOT USED)**
- 2.23 DIVISION 33 -- UTILITIES (NOT USED)**

**END OF SECTION**

**SECTION 01 10 00**  
**SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. AU Project Name: AU Pharmacy Research Building - Structural Works
- B. AU Project Number: 14-193
- C. Owner:

Auburn University  
c/o Facilities Management,  
West Samford Avenue,  
Auburn University, AL 36849-5514
- D. Architect's Name: Goodwyn Mills Cawood, Inc. Architect Project Number: 150035.
- E. The Project consists of the construction of the structural foundations and steel framework for a new multi-story Pharmacy Research Building.
- F. Construction Manager: Hoar Program Management, LLC
  - 1. Hoar Program Management, LLC ("HPM") will perform in the role of Construction Manager ("CM") for this Project. HPM's primary duties will be to observe the performance of the work, assist with administration of contracts, manage project documentation, and monitor the overall progress of the construction.
  - 2. HPM shall be considered an "Agent" of the Owner and as such shall be afforded by Contractor all rights, provisions and protections required by the Contract Documents including, but not limited to, those requirements that relate specifically to Additional Insureds, Waiver of Subrogation and Indemnification set forth in the Contract, and General and Supplemental Conditions to the Contract.
- G. Time of Completion: Work in this contract shall be substantially completed within Number \_\_\_\_\_ Calendar days of the dated stated in the Notice to Proceed.
- H. Liquidated Damages: In accordance with ABC Form C-8, General Conditions, and Article 49.C. or the Owner may elect to apply a daily rate of (\$\_\_\_\_\_) per day for any day beyond the contractual substantial completion date. (Will need to edit C-18 if the daily rate option is applied to project.)
- I. Rain Day Class: This project will be Rain Day Class: III - New Construction (see AU Supplemental Conditions)
- J. Project Sign: Required
- K. Builder's Risk Insurance: Provided by Auburn University.
- L. State of Alabama Building Commission Chapter 170x08:Collection of User Fees: Each Bidder X is, \_ is not required to include the cost for the Permit Fees required by the State of Alabama Building Commission. Contact the Alabama Building Commission or visit their website for fee calculation.

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single Prime contract based on a stipulated Price as described in ABC Form C-5 Construction Contract (section 00 05 00 of Table of Contents).

**1.03 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.

- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

#### **1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by Owner:
  1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.
- D. Time Restrictions: As outlined in Owner's published Design and Construction Standards.
- E. Utility Outages and Shutdown:
  1. Limit disruption of utility services to hours the building is unoccupied.
  2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  3. Prevent accidental disruption of utility services to other facilities.

#### **1.05 SUPPLEMENTAL PERMITTING REQUIREMENTS**

- A. In addition to the permitting requirements set forth elsewhere in the Contract Documents, the Prime Contractors shall each comply with the following additional requirements:
  1. General Building Permit: The Owner shall be responsible for securing and paying for the General Building Permit, if required. The Prime Contractors shall each be responsible for securing and maintaining all other permits required to complete its scope of work.
  2. ADEM/NPDES Permit: The Site Infrastructure/Enabling Works Contractors shall secure and pay for the ADEM/NPDES permit for the overall Project and shall maintain this permit throughout the full duration of its Contract. Upon substantial completion of its Contract, the Site Infrastructure/Enabling Works Contractor shall transfer this permit to the Site Improvements Contractor who shall assume full responsibility and maintain the permit thereafter through completion of the overall Project. During the period in which the ADEM/NPDES permit is being maintained by both contractors, the Site Infrastructure/Enabling Works Contractor and the Site Infrastructure Contractor shall each be responsible for providing required inspections of BMP by a qualified QCI/QCP and repairing items immediately during their contract duration. Each shall maintain logs for required inspections and make them immediately available upon request for review. Furthermore, each shall be responsible for any and all fines and cleanup costs associated with a violation of the ADEM/NPDES permit as these shall be assigned to each as the controlling agent.
  3. Land Disturbance Authorization Permit: Before initiating any earthwork not directly associated with the installation of erosion and sediment control measures as indicated on the pre-construction erosion control plan, the Phase 1 - Site Infrastructure & Enabling Works Contractor and Phase 3 – General Works Contractor shall both submit a Land Disturbance Authorization form to the University Project Lead. The Contractors shall be responsible for obtaining a Notice of Registration from ADEM. The Contractors shall provide proof of ADEM registration to the Auburn University Construction project manager prior to receiving the Land Disturbance Authorization permit.

AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 12-04-15

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**PART 4 ADDITIONAL INFORMATION**

**4.01 MILESTONE SUMMARY/SITE LOGISTICS**

- A. See attached Milestone Summary schedule.
- B. See attached Site Logistics plan.

**END OF SECTION**

## Milestone Summary

### **14-193 - Pharmacy Research Building / 15-035 - School of Nursing / 15-222 HSS Infrastructure**

**18-Nov-2015**

<b>Milestones</b>	<b>Start Date</b>	<b>Completion Date</b>
<b>Phase 1 - Site Infrastructure &amp; Enabling Works Contractor</b>		
Letter of Intent / Submittals Start	9-Dec-15	
Notice to Proceed	21-Dec-15	
Perimeter Fencing Complete	4-Jan-16	
Site Prep & Rough Grading Complete	1-Mar-16	
Lem Morrison and Duncan Intersection Utility Connections and Road Work	12-Mar-16	19-Mar-16
PRB Building Pad Complete / Certified / Ready for Structural Works	21-Apr-16	
SON Building Pad Complete / Certified / Ready for Structural Works	21-Apr-16	
Lem Morrison and Donahue Utility Connections and Road Work	9-May-16	8-Jul-16
Site Transformer Set & Energized / Ready for Temporary & Permanent Power	12-Aug-16	
Campus Grid Utilities & Infrastructure Complete	12-Aug-16	
BMP/ADEM Continued Maintenance	12-Aug-16	
Substantial Completion / Ready for General Works	12-Aug-16	
Final Completion / Punch List Complete	11-Sep-16	
<b>Phase 2 - Structural Works</b>		
Letter of Intent / Submittals Start	19-Jan-16	
Notice to Proceed	8-Feb-16	
<b>Pharmacy Research Building</b>		
Building Construction Start	22-Apr-16	
Foundations Complete / Anchor Bolts Set & Certified / Ready for Structural Steel	15-Jun-16	
Erect/Detail/Decking Complete	30-Jun-16	
Roof Framing Structure Complete	8-Jul-16	
Structural Steel Complete	29-Jul-16	
Substantial Completion / Ready for General Works	29-Jul-16	
Final Completion / Punch List Complete	28-Aug-16	
<b>School of Nursing</b>		
Building Construction Start	22-Apr-16	
Foundations Complete / Anchor Bolts Set & Certified / Ready for Structural Steel	17-Jun-16	
Erect/Detail/Decking Complete	22-Jul-16	
Roof Framing Structure Complete	3-Aug-16	
Structural Steel Complete	24-Aug-16	
Substantial Completion / Ready for General Works	24-Aug-16	
Final Completion / Punch List Complete	23-Sep-16	

Milestones	Start Date	Completion Date
<b>Phase 3 - General Works Contractor</b>		
Letter of Intent / Submittals Start		3-May-16
Notice to Proceed		23-May-16
<b>Pharmacy Research Building</b>		
Building Construction Start		30-Jul-16
Slab-On-Grade / Slabs-On-Deck Complete		7-Sep-16
Building Dry-In Complete		24-Oct-16
Permanent Power		2-Nov-16
Conditioned Air		9-Dec-16
Interior Fit-Out		6-Mar-17
Telecom Rooms Complete / Ready for IT/Security		11-Mar-17
Substantial Completion		10-Apr-17
Final Completion / Punch List Complete		10-May-17
<b>School of Nursing</b>		
Building Construction Start		25-Aug-16
Slab-On-Grade / Slabs-On-Deck Complete		8-Sep-16
Building Dry-In Complete		22-Dec-16
Permanent Power		29-Dec-16
Conditioned Air		6-Jan-17
Interior Fit-Out		24-Apr-17
Telecom Rooms Complete / Ready for IT/Security		15-Apr-17
Substantial Completion		15-May-17
Final Completion / Punch List Complete		14-Jun-17
<b>Sitework</b>		
Site Construction Start		13-Aug-16
BMP/ADEM Continued Site Maintenance	13-Aug-16	15-May-17
Site Grading Complete		9-Jan-17
Asphalt Paving Binder Course / Curb & Gutter Complete		26-Jan-17
Hardscape Complete		13-Feb-17
Landscape & Irrigation Complete		27-Feb-17
Asphalt Paving Wear Course / Signage / Striping Complete		7-Apr-17
Substantial Completion		7-Apr-17
Final Completion / Punch List Complete		7-May-17



AUBURN  
UNIVERSITY

Facilities Management  
1161 West Samford Avenue  
Auburn University, AL 36849  
Phone (334) 844-4530  
Fax: (334) 844-9458  
Safety is our first priority.  
Think Safety. Act Safely.



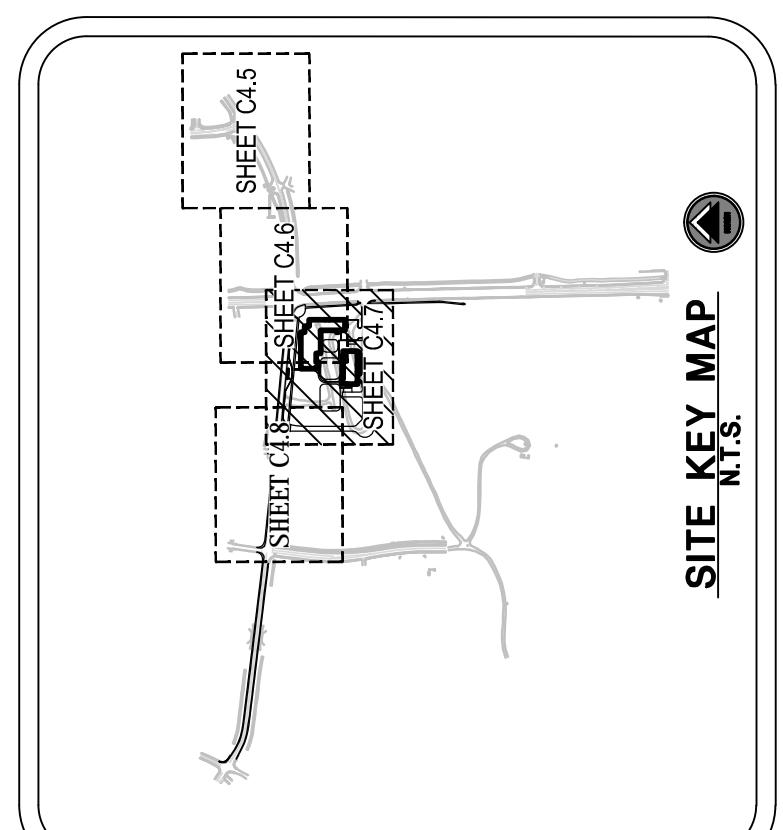
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102-15-054  
These drawings and design are the sole property of  
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LBYD, Inc.  
102-15-054  
STRUCTURAL ENGINEERS  
MAIN OFFICE: 205 Main Street, Auburn, AL 36849  
PHONE: (334) 844-4530  
FAX: (334) 844-9458  
CONSULTANT PROJECT NUMBER: 102-15-054

LBYD, Inc.  
PROJECT NO.  
102-15-054  
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SKIPPER  
CONSULTING INC  
STEWART



AU Health Sciences Sector Infrastructure  
Project Number 15-222

Revision

Date

10/12/15

11/2/15

1 50% CDS

2 95% CDS

LBYD, Inc.  
Consultant Project Number: 102-15-054

Drawn By: CNM

Rev.:

102-15-054

Safety is our first priority.  
Think Safety. Act Safely.

SHEET TITLE  
BUILDING SITE  
EROSION  
CONTROL PLAN  
(INTERMEDIATE  
PHASE)

DRAWN BY:  
CNM

CHECKED BY:  
DAD

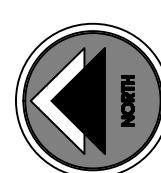
DATE:  
11/2/15

FILE NUMBER:  
15-222

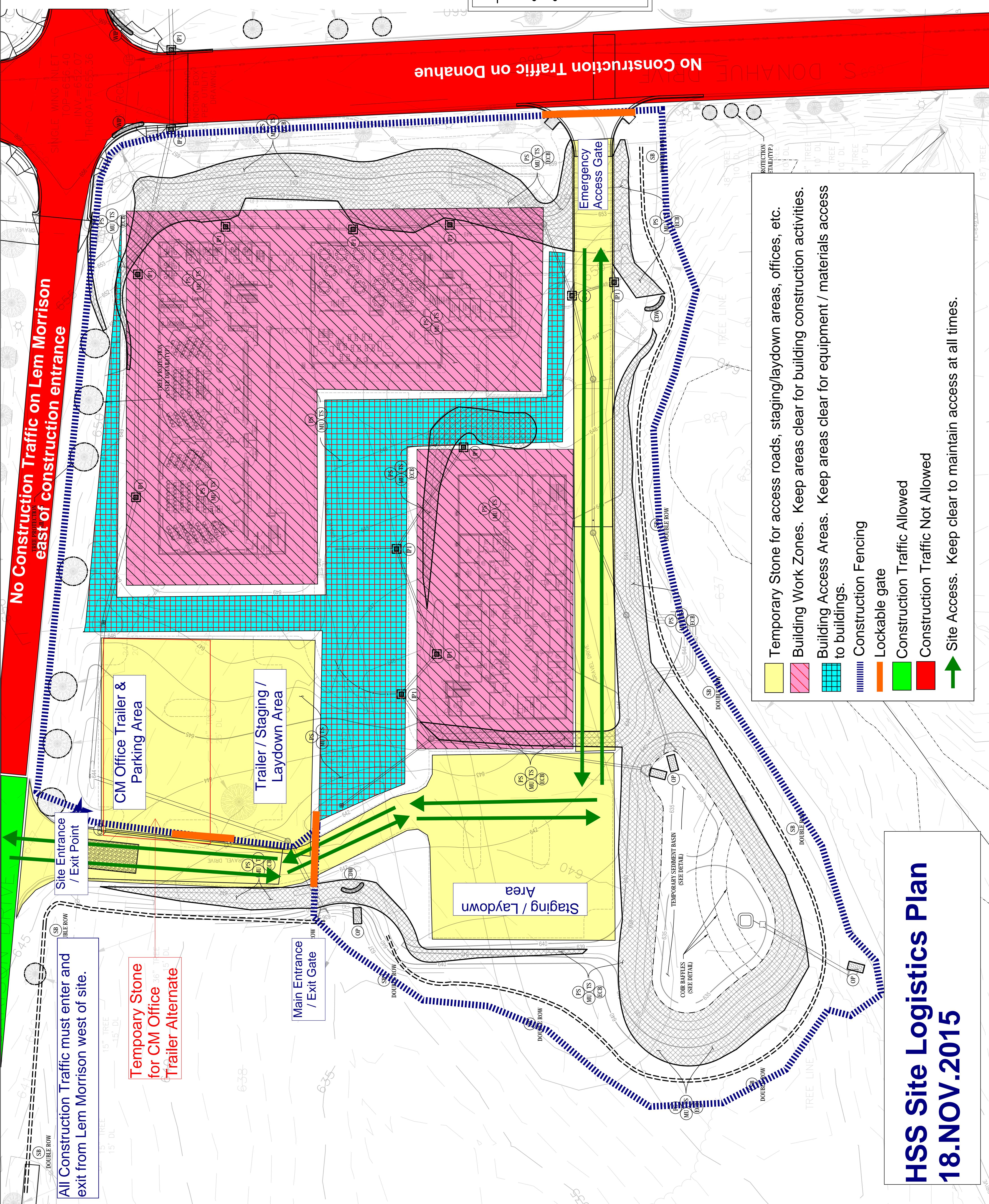
PROJECT NUMBER:  
15-222

SHEET NUMBER:  
C4.7

XX of XX



0 15 30 60  
SCALE 1" = 30'



**AU PROJECT NAME:**  
PHARMACY RESEARCH BUILDING  
SCHOOL OF NURSING  
HSS INFRASTRUCTURE

**AU PROJECT NO:**  
14-193  
15-035  
15-222

**Dated: 1/21/16 IFC**

## SECTION 011200 - MULTIPLE CONTRACT SUMMARY

This section was revised by Addendum No. 2  
and later modified on 1-21-16.

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Requirements:
  1. Section 01 1000 "Summary" for the description of the Project, restrictions on use of Project site, Contract Descriptions, requirements for coordination with occupants, and work restrictions.
  2. Section 01 3000 "Administrative Requirements" for general coordination requirements.

#### 1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

#### 1.4 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project. Each Contract shall be responsible for the following General Requirements for its own work:
  1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, incidentals, appurtenances, procurement and installation required by the Contract Documents.

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2. Trenches and other excavation for the work of each contract shall be the work of each contract for its own work.
3. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.
4. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of contract for its own work.
5. Equipment pads for the work of each contract shall be the work of each contract for its own work.
6. Cooperation and close coordination with other contractors on site.
7. Areas on site for contractor trailers, laydown, storage, etc. will be limited. Refer to attached Site Logistics Plan for further information on use of the site. Each contractor shall cooperate and share the site together with the other contractors to facilitate work by each contract. Any additional areas for laydown, storage, etc. needed by each contract shall be provided off campus by each contract for its own work. Use of site shall be coordinated with and approved in advance by Owner and Construction Manager.
8. Provide for off campus parking for all employees.
9. Roof-mounted equipment curbs for the work of each contract shall be the work of each contract for its own work.
10. Painting for the work of each contract shall be the work of each contract for its own work.
11. Properly mark and protect all utility installations. Survey grade as-builts shall be provided by the contractors including boring coordinates of trenchless installed utilities.
12. For any tap connections to the existing potable water system, the Contractors shall return all tap coupons to the Facilities Management Utilities & Energy Department as applicable.
13. The University Project Lead shall be notified a minimum of 48 hours prior to any connection to the existing system. All connections to existing system shall be constructed under the observation of the Facilities Management Utilities & Energy Department. Operation of any and all existing valves and appurtenances is the sole responsibility of Facilities Management Utilities & Energy Department. Contractor shall take precautions to prevent introduction of contaminated material into new and existing mains while making connections to the existing system. Contractor is solely responsible for operating any and all newly installed valves and appurtenances until new system has been approved and accepted for operation by the Facilities Management Utilities & Energy Department.
14. Cutting and Patching: Provided under each contract for its own work.
15. Through-penetration firestopping for the work of each contract shall be provided by each contract for its own work.
16. Contractor shall install temporary additional filters at return air devices to keep return air duct, plenums, and air handlers clean.
17. All work of each Contract shall be furnished and installed unless noted otherwise.
18. Each Contract shall comply fully with all requirements specified in Auburn University's Design and Construction Standards as they relate to its own work. These standards can be downloaded from <http://www.auburn.edu/administration/facilities/contractor-documents/design-const-standards.html>
19. Compliance with all governmental authorities.
20. Permits, fees, licenses, taxes and bonds.
21. Engineering, layout and staking.

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22. Only approved contractors are allowed to perform work on the University's natural gas system.
23. Compliance with OSHA and all safety regulations.
24. Coordination and cooperation with Owner's testing agency.
25. Each Contract is responsible for the security of its workers, tools, materials, and equipment on (and to and from) the jobsite. Owner and Construction Manager make no representation about the security of the jobsite and disclaim any and all responsibility for the security of Contractor's workers, tools, materials and equipment on (and to and from) the jobsite.
26. Daily and final cleanup associated with each Contract, including removal of debris to dumpsters(s) provided and maintained by each Contract.
27. Maintain public streets, roads, and access free of dirt and debris during performance of each Contract. Periodically clean public roads surrounding construction site.
28. Provide and maintain portable toilets and drinking water as required for all employees.
29. Temporary barricades and enclosures, including maintenance and removal.
30. All traffic control and barricades required to safely conduct and protect work.
31. Traffic control for equipment and material entering and exiting the site, including flagmen, lights, signage, etc.
32. Provide all submittals as indicated in the Contract Documents and as required for fully define the material work being put in place.
33. Each Contract shall provide all testing and inspections specifically identified to be by each Contract in the Contract Documents for its own work. Owner shall provide all testing and inspections specifically identified to be by Owner in the Contract Documents. All testing and inspections not specifically identified to be by each Contract or Owner, shall be provided by each Contract at Contractor's expense as it relates to its own scope of work.
34. All coordination with other Contracts for construction of this project.
35. All mobilizations as required to meet the project milestones and for proper coordination of the work.
36. Attendance in all project coordination and scheduling meetings.
37. Participation, including incidental labor, materials, and equipment as necessary to achieve the requirement of the Owner's building and site systems commissioning program. Commissioning must be completed prior to Substantial Completion
38. Provide As-Built drawings as required by the Contract Documents. As-Built Drawings shall be provided by the Contractor within one (1) month of Substantial Completion of the each Contract. As-built documents shall be provided by each Contract in accordance with Auburn University's Design and Construction Standards.
39. Create and maintain a construction schedule. Schedule shall incorporate all milestone dates and clearly indicate how each date shall be met. Refer to Specification Section 01300 Administrative Requirements for additional schedule requirements.
40. Prepare and submit to the Construction Manager a log of all inspections required during the course of work. This log shall be maintained during the project.
41. Contractor shall provide any construction signage required during the course of work in performance of the contract.
42. Contractor is responsible for printing all contract documents and paying all associated costs for all drawings.
43. Protection of work under each Contract and that of adjacent finishes until final acceptance by the Owner. Locating and avoiding underground utilities.

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44. Unloading, storage and continued protection of material and equipment.
  45. Provide and maintain dumpster(s).
  46. Contractor has reviewed and understands the tolerances allowed by the Contract Documents for all trades and includes all necessary preparation work to substrates required to meet tolerances required by the Contract Documents.
  47. Eating, drinking, and smoking inside the buildings is strictly prohibited. Violation of this rule is grounds for offending individuals to be removed from the site.
  48. Unless the Contract Documents set forth more enhanced dewatering requirements, each Contractor shall provide casual dewatering to remove rain water from trenches, excavations, and/or work area for its own work. This is typically performed by the use of a mud pump and hose sending the water to the appropriate discharge location in accordance with the BMP requirements.
  49. Contractors will take all steps necessary to assure that properties adjacent to the property upon which the Work shall be performed remain completely clear of waste or rubbish caused by the contractor's work, and shall be responsible for any damages to adjacent property which may result from contractor's work.
  50. Compliance with the all milestones dates set form in the attached Milestone Summary. It is the responsibility of each Contractor to bid the project with the appropriate manpower, equipment, overtime and other incidental items to meet the milestones as outlined. This includes expediting submittals, purchasing, and materials, etc. as necessary.
  51. Locate all existing utilities prior to starting work.
  52. Store stockpiled materials to minimize exposure to dirt, dust, mud, etc. and otherwise keep in clean and good condition throughout the full duration of this contract.
- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work.
1. The General Works Contract shall coordinate substitutions.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following for its own work:
1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs associated with each facility, except as otherwise provided for in this Section.
  2. Temporary power, water and sewer service needed by each Contract shall be the responsibility of each Contract for its own work.
  3. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
  4. Its own field office, complete with necessary furniture, utilities, and telephone service.
  5. Its own storage and fabrication sheds.
  6. Temporary enclosures for its own construction activities.
  7. Staging and scaffolding for its own construction activities.
  8. General hoisting facilities for its own construction activities.
  9. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
  10. Progress cleaning of work areas affected by its operations on a daily basis.

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11. Secure lockup of its own tools, materials, and equipment.
  12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- D. Temporary Heating, Cooling, and Ventilation: The General Works Contract is responsible for temporary heating, cooling, and ventilation, including temporary connections, as required to facilitate compliance with the schedule.
- E. Use Charges: Comply with the following:
1. Sewer Service: By Owner.
  2. Water Service: By Owner.
  3. Electric Power Service: By Owner.

## 1.5 PHASE 1 – SITE INFRASTRUCTURE & ENABLING WORKS CONTRACT

- A. Work in the Site Infrastructure and Enabling Works Contract includes, but is not limited to, the following items. This scope of work is intended to outline the minimum requirements of the scope of work covered under this Contract. Exclusion from this list shall not relieve the Contractor of its responsibility to perform associated work covered by the Contract Documents:
1. All work for the HSS Infrastructure Project (AU Project No. 15-222) in accordance with the plans and specifications prepared and issued for bid by LBYD, including all related addenda and modifications.
  2. Removal and/or relocation of utilities as required for performance of this work in this phase.
  3. Protection of property corners and benchmarks as well as replacement of all pins eliminated or damaged during construction of this phase as required by the Contract Documents.
  4. Dampening of site during this scope of work to prevent excessive dusting.
  5. All site demolition including but not limited to existing asphalt, concrete paving, gravel paving, sidewalks, curb & gutter, flumes, rip rap, fences, gates, trees, planters, piping, inlets, power lines with associated poles, communication pedestals.
  6. Develop Detailed Demolition Plan and submit to Owner and CM for approval prior to commencing with demolition work.
  7. Fertilize affected trees during construction.
  8. Clearing and grubbing.
  9. All mass grading and excavations.
  10. All turf reinforcement mats
  11. All required scarification and recompaction of soils.
  12. It is the responsibility of this contractor to choose a seed that will germinate to provide a good stand of grass.
  13. Proof rolling of subgrade and any undercutting, replacement, moisture conditioning and compaction required due to unsuitable soils.
  14. Import fill material as necessary to complete this scope of work.
  15. Any required sloping, benching, trench boxes, etc.

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16. Strip and stockpile topsoil. Prepare and implement a topsoil management plan to prevent contamination, erosion and degradation until handover to Phase 3 Contractor.
17. On Site Grading: Rough grading of the entire site to within +/- 1/10 foot of specified subgrade elevations. Include certified survey of subgrade elevations. Maintain and handover subgrade and certified survey to Phase 3 – General Works Contractor at substantial completion of this Contract. Regrade and otherwise restore subgrade as necessary prior to handover to Phase 3.
18. Offsite Grading: All mass, rough, and finish grading and final earthwork preparation for all work done offsite.
19. Phase 1 Contractor shall be fully responsible for turnkey installation of all work done off site.
20. Adequate pull strings in all empty conduit.
21. Include all proof-rolling as indicated and/or required.
22. Include flowable fill in bottom of storm drainage structures as necessary to prevent trapping and ponding of water.
23. Contractor is responsible for removal and replacement of unsuitable materials, if encountered, as required by specification 31 20 00 Earth Moving and payment for as set forth in the allowance and unit price form of the proposal.
24. Haul-off and legally dispose of excess spoils and cleared debris/vegetation as required.
25. Grading of detention ponds.
26. Provide and install building pads for the Pharmacy Research Building and School of Nursing in accordance with the Contract Documents and Geotechnical Recommendations. Immediately following completion of each building pad, provide a certified as-built survey of each completed building pad with building corners marked and elevations certified to within +/- 1/10 foot of specified subgrade elevations. Additionally, this Contractor shall immediately obtain a letter from the Geotechnical Engineer confirming buildings pads have been installed in accordance with all requirements of the Contract Documents and the recommendations of the Geotechnical Engineer. Handover building pads and all documentation to the Phase 2 – Structural Works Contractor in accordance with the milestone dates specified in the Milestone Summary. Include maintenance of building pads until handover together with any required subgrade rehabilitation prior to handover in accordance with the Geotechnical Recommendations. Building pads shall be in good condition, fully compliant with all requirements of the Contract Documents and Geotechnical Recommendations at the time of handover to Structural Works.
27. Include undercutting of building pads as indicated and/or required.
28. Backfilling curbs with topsoil as indicated and/or required.
29. Topsoil, seed, sod, mulch, fertilizer and water applied to graded, disturbed, unpaved areas for erosion control maintenance.
30. Temporary sediment basins, wattle inlet protections, wattle check dams, silt fence, erosion control blanket, skimmers and outlet protection.
31. Storm drain piping, structures, headwalls, man-hole covers, inlets grates, grouting of connections, etc., as required to provide complete site storm drainage system per the Contract Documents.
32. Storm system shall be flushed clean of debris and sediment as required.
33. Include all flushing, chlorination and testing (including flow testing) of domestic and fire lines.
34. Rip Rap with treatments.

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35. All drainage pits as required.
36. Erosion control, silt fence, inlet protection, hydro seeding, etc. as required during the work of this phase.
37. Includes all cutting, patching, etc. as required to complete this work.
38. Curb and gutter including transition to existing curb and gutter.
39. Asphalt paving inclusive of base, binder course, wear course, milling, tack coat, prime coat, overlays, etc.
40. Aggregate base.
41. Pavement striping, marking and signage.
42. Construction in existing roadways.
43. Concrete paving, drives, sidewalks and ramps.
44. ADA ramps with detectable warning strips.
45. Concrete aprons.
46. Expansion joints, joint filler, and joint sealants where required for all paving applications.
47. Concrete ditches and flumes.
48. Wooden fence and gates.
49. Traffic signage.
50. Tree protection.
51. All dewatering required to complete this scope of work.
52. Sanitary sewer system to within 5' of each building.
53. Domestic and fire water systems to within 5' of each building.
54. Electrical distribution systems to primary site transformer location. This Contractor shall furnish and install all primary conduits, concrete encasement, and the transformer pads. AU Electrical Distribution will furnish and set the primary site transformers and will furnish, pull and terminate primary wiring inside the transformers. This Contractor shall furnish and install the secondary conduit stubs from inside the transformer pad to 5'-0" outside the pad for continuation to the Pharmacy and Nursing buildings by the Phase 3 – General Works Contractor.
55. Natural gas systems to within 5' of each building.
56. Storm drainage systems to within 5' of each building.
57. Pre-cast and/or cast in place concrete pits and vaults for utilities.
58. Asphalt demo and patch as required for new utilities.
59. Fire hydrants and gate valves.
60. Relocation of gas main as required for installation of site utilities or storm drainage.
61. Underground power and communication service.
62. Backfill and bedding for all underground utilities.
63. Coordinate with local utility providers any and all relocation of existing power and telephone lines.
64. Connections, taps, fees associated with new and/or relocated utilities.
65. Provide any tap fees or utility assessments required by the local electrical and phone companies for work of this phase.
66. Provide concrete utility pad inclusive of all reinforcing, bollards, concrete fill, painting, etc.
67. Include all bollards.
68. Include all gravel surfaces.
69. Include locating & tie-in to existing utilities as required.
70. Include all new drainage structures.

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71. Include all new junction boxes.
72. Include all new inlets & inlet tops.
73. Include all grated inlets includes of structure, grates, etc.
74. Include all inlet drainage junction box structures.
75. Include all storm drain piping, fittings, connections, etc.
76. Unless specifically stated otherwise in this scope of work, this Contractor shall install all utility systems from the existing system point of connection to within 5'-0" of the outside perimeter of each building or adjoined building element where applicable. All utilities shall be properly stubbed, capped and marked for handover to the Phase 3 – General Works Contractor.
77. All connections to the existing utility systems are the responsibility of this Contractor.
78. Include all backflow preventers associated with this scope of work.
79. All fire water piping including hydrants, gate valves, reducers, post indicators, fire department connections, thrust blocks, etc.
80. Include all manholes inclusive of frames & covers, ladder rungs, etc. Include any necessary extension rings and grout to bring covers to proper elevations.
81. Include all trench bedding.
82. Include all joint couplings inclusive of flexing couplings, clamps, bushings, bands, etc.
83. Include all concrete collars & thrust blocks as indicated and/or required.
84. Include all cleanouts & cleanout covers as indicated and/or required.
85. Include all taps into existing water mains inclusive of valves, saddles, collars etc. as indicated and/or required. Coordinate with utility company as required.
86. Include all BFP assemblies inclusive of pipe support and foundations.
87. Include removal of all temporary covers in junction boxes & complete boxes as indicated, adjusting top to finish elevation of paving.
88. Include all piping identification.
89. Include all cleaning and disinfecting of piping systems.
90. Include all piping hydrostatic testing.
91. Include all ballast and pipe supports associated with this scope of work.
92. Include all interior storm piping inspections.
93. Include all pipe testing and inspections.
94. Include all demo & removal of all underground utilities as specified. Cut and cap lines as necessary.
95. Natural gas piping.
96. Hydronic chilled and hot water piping, insulation, valves, isolation valve boxes, expansion loops, etc.
97. Hydronic pipe weld testing.
98. Traffic signals.
99. All trenching, excavation, backfill, and compaction as necessary to complete this scope of work.
100. All utility and road work at the **intersection of Lem Morrison and Duncan** and at **Donahue (South of Intersection with Lem Morrison)** shall be accomplished during Spring Break (March 12-19) in 2016 or during Summer Break (May 9-August 1) in 2016. All road work **along Lem Morrison** shall be accomplished during Summer Break (May 9 – August 1) in 2016. All utility and road work at the **intersection of Lem Morrison and Donahue** shall be completed within 60 consecutive calendar days during Summer Break (May 9 – August 1) in 2016. Contractor must complete work in one intersection before

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starting work in the other intersection (both intersections may not be impacted at the same time). All work in the road ways must be closely coordinated with Auburn University and the Construction Manager. Refer to the Milestone Summary and Sheet C5.0 for specific dates and general scope of work. Within thirty (30) days of the NTP, this contractor shall prepare and submit their Detailed Plan for review and approval by Auburn University and Construction Manager prior to commencement of any work in the roadways. Contractor must provide minimum 30 day notice prior to any lane closures. Contractor shall maintain through traffic at all times in accordance with the Traffic Control Plan prepared by LBYD.

B. Temporary facilities and controls in the Phase 1 – Site Infrastructure & Enabling Works Contract include, but are not limited to, the following:

1. Temporary facilities and controls required to complete the work of this Contract.
2. Install and maintain temporary site enclosure fencing and gates. Refer to attached Site Logistics Plan for further information. Hand over in good condition to Phase 3 – General Works at substantial completion of this Contract.
3. Provide and maintain markers and protection of all inlets, covers, valve boxes, etc. from damage during construction. Hand over in good condition to Phase 3 Contractor at substantial completion of this Contract.
4. Provide and maintain all required tree protection throughout the full duration of this Contract. Hand over in good condition to Phase 3 Contractor at substantial completion of this Contract.
5. Install temporary stone for access roads, trailer areas, laydown/storage areas, etc. as well as periodic maintenance of these areas until substantial completion of this contract. Temporary stone shall be 6" thick ALDOT 410. Refer to the attached Site Logistics Plan for additional information. Hand over in good condition to Phase 3 – General Works Contractor at substantial completion. This shall be bid as an alternate.
6. Provide and maintain erosion control elements as required for this phase until acceptance of the site and transfer of the NPDES permit to Phase 3 - General Works Contractor. Refer to Specification Section 01 1000 Summary, Subpart 1.5.A.2 for additional requirements regarding the ADEM/NPDES Permit and stormwater management. Comply with all requirements outlined in Auburn University's Design and Construction Standards for Erosion and Sedimentation Control.
7. Installation and maintenance of construction entrances. Handover construction entrances in good condition to Phase 3 Contractor at substantial completion of this phase.
8. Temporary power service for CM office trailer. Furnish and install service pole at appropriate height with meter base, load center and secondary wiring and connections to trailer. Include conduit and wiring to top of pole with weatherhead, extending wiring a minimum of 18" past weatherhead for connection by AU Electrical Distribution.
9. Temporary water service for CM office trailer. Make connection to existing system, extend service to trailer, and make final connections.
10. All Traffic Controls. Comply with requirements of authorities having jurisdiction. Protect existing site improvements to remain including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants. Each Contract shall be responsible for coordination with City Road Improvements when applicable. When work by any Contract involves public streets or right-of-ways, Contract shall

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provide an Engineered Traffic, Truck Routing and Offsite Staging Plan and submit to the Owner and CM for review.

11. Include daily cleaning and sweeping of public roadways leading to and from the jobsite throughout the full duration of this Contract. This responsibility shall transfer to the Phase 3 Contractor at substantial completion of this Contract.
12. Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
13. Stormwater control.
14. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
15. Dewatering facilities and drains.
16. Excavation support and protection
17. All hoisting required to complete this Contract.
18. Project identification and temporary signs.
19. General waste disposal facilities.
20. Temporary fire-protection facilities, if required.
21. Barricades, warning signs, and lights.
22. Security enclosure and lockup.
23. Environmental protection.
24. Restoration of Owner's existing facilities used as temporary facilities.

## 1.6 PHASE 2 – STRUCTURAL WORKS

- A. Work in the Structural Works Contract includes, but is not limited to, the following items. This scope of work is intended to outline the minimum requirements of the scope of work covered under this Contract. Exclusion from this list shall not relieve the Contractor of its responsibility to perform associated work covered by the Contract Documents:
1. All work as identified in this scope of work for the new Pharmacy Research Building (AU Project No. 14-193) and new School of Nursing (AU Project No. 15-035) in accordance with the plans and specifications prepared and issued for bid by Infinity/Goodwyn, Mills, Cawood and Stacy Norman Architects, respectively, including all related addenda and modifications.
  2. Accept building pads handed over by Phase 1 Contractor in accordance with the milestone dates specified in the Milestone Summary. Include any investigation, survey, etc. needed to make this acceptance. Maintain the building pads in compliance with the Best Management Practice, provide for positive drainage, and protect all exposed excavations from rainwater contamination. This Contractor shall regrade building pads to +/- 1/10 foot of specified subgrade elevations and handover both building pads to the Phase 3 Contractor at substantial completion of each building according to the dates specified in the Milestone Summary for this Contract.
  3. Include maintenance of building pads until handover together with any required subgrade rehabilitation prior to handover in accordance with the Geotechnical Recommendations. Building pads shall be in good condition, fully compliant with all requirements of the Contract Documents and Geotechnical Recommendations at the time of handover to General Works.

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4. Foundations including column footings, continuous footings, pedestals, etc. Include elevator pit walls and storm shelter columns and walls. Below grade foundation stem walls will be by General Works Contractor.
5. ***Omitted. (Ref. Pre-Bid RFI #38)***
6. Superstructure, including floor and roof deck construction.
7. Survey all anchor bolts and provide results within 3 days of placement. The intent to identify any errors in placement immediately so that corrective measures can be taken to avoid impacting schedule for steel erection.
8. This package specifically includes but is not limited to all Concrete Foundations, Storm Shelter, and Structural Steel.
9. Wash down all construction equipment and trucks before exiting the site.
10. Removal from site of unused soils generated by excavation and foundation work as required.
11. Include cleaning and touch up painting of all steel. All steel shall be turned over to the Phase 3 Contractor in good condition, clean and free of rust.
12. Includes protecting structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork.
13. Includes reinforcement that meets all specifications set forth in the contract documents.
14. Includes trained and licensed operators for all equipment on to be used on the jobsite.
15. Fabricator shall be AISC certified plant per 05 1200 1.07A.
16. Includes all saw cutting, tooling, jointing, keying, cold joints, etc to complete scope of work.
17. Haul-off and legally dispose of excess spoil material associated with the work of this Contract.
18. Includes all formed drains and grates.
19. Includes all reinforcing accessories as required (i.e. tie wire, slab bolsters, couplers etc.).
20. Includes all concrete reinforcing systems as indicated.
21. Includes all material handling as required to move all materials from the point of delivery to the point of installation.
22. Includes all ready mix material at the applicable design strengths as indicated.
23. Include maintaining a concrete washout area in compliance with all city, federal, and environmental requirements. Washout of the concrete is not encouraged on site and haul off is required. Contractor will build boxes for containment and removal of washout as required.
24. Includes a complete concrete forming system as required to complete the structure. Includes all re-shoring as required. Include any engineering of the forming/shoring systems as required. Note specific bracing requirements for column frames.
25. Install and maintain all required temporary shoring/bracing of the structural steel and cast in place walls. Include engineered shoring/bracing plan. Hand over shoring/bracing together with engineered plan to Phase 3 – General Works at substantial completion of this Contract.
26. Include all equipment as needed for conveyance of all concrete from the point of delivery to the point of installation.
27. Includes layout and installation of all embeds and anchor bolts as required. All nails, screws, bolts, etc. used in the forming process or positioning of embeds to be ground off flush with the concrete once the forms are removed.

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28. Includes all mudsills as required.
29. Includes all wall templates, column templates, anchor bolt templates, and keyways as required.
30. Includes all concrete finishes as indicated. Include all rubbing, patching, chipping, or grinding of concrete as required to ensure that the concrete finish meets all acceptable tolerances and finishes as indicated. Fill all honeycomb and voids that are noted by the structural engineer or testing agency by approved means.
31. Includes all mockups as indicated in the documents.
32. Includes contractor to provide the "cylinder box" for test cylinders as required.
33. Includes dewatering as necessary for all concrete associated work.
34. Includes all fine grading of the pile caps and grade beams as required.
35. Provide OSHA approved rebar caps, install and maintain on all exposed rebar through the course of concrete frame construction.
36. Includes all compacted fill as required and all backfilling of all foundations, foundation walls, etc. in accordance with the Earthwork section of the specifications. Contractor shall be responsible for purchasing and importing all backfill material and shall be responsible for all means in determining necessary quantities as required to complete this work.
37. Includes all coordination with other trades for reveals, sleeves, hangers, etc.
38. Includes all design and installation of galvanized steel deck and form in accordance with SDI specifications and recommendations.
39. Omitted.
40. Omitted.
41. Includes all structural steel.
42. Includes shop priming unless galvanized, exposed or accepting fireproofing.
43. All galvanized steel shall be pre-assembled in a manner to minimize warping or other deforming.
44. Includes all guying and bracing as required to complete the project.
45. Includes touch up painting, including galvanized paint per the specifications for all steel damaged during shipping and erection or damaged during welding.
46. Includes proper storage of welding rods (i.e. rod boxes)
47. Includes all drilled in bolts, nuts, washers, etc to be galvanized unless noted otherwise.
48. Includes engineering design of all connections.
49. Includes coordination of structural drawings with architectural, Mechanical, Electrical and specifications.
50. Includes hot dipped galvanized support frames for all noted equipment.
51. Includes all anchor bolts required to complete per the construction documents.
52. Includes all structural steel and decking in accordance with the construction documents
53. Includes all truss and sway frames in accordance with the construction documents.
54. Includes all waterstop as required.
55. Includes all grating as required or listed in Construction Documents.
56. Includes all coordination engineering, fabrication, coordination and installing for all embedded items and structural anchors. i.e. -Included but not limited to basement, MEP equipment, louvers fans, sump pumps, etc.
57. Provide to Construction Manager primary building layout lines, elevations of the bottom of footings, and floor levels certified by a qualified surveyor or PE.
58. All elevator pits.

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59. Includes waterproofing of elevator pits and coordination of tie-in with Phase 3 General Works contractor.
60. Includes excavation of elevator shaft pit(s) to bottom of cap.
61. Includes all floor chases, sleeves and block outs. This contractor shall coordinate and verify with all other contractors to ensure floor penetrations are of the proper size, quantity, configuration and in the correct location.
62. Dowels in footings to be provided by Structural Works contractor.
63. Design and installation of rammed aggregate piers.
64. *Install and maintain temporary handrails/guardrails (with mid-rails and toe boards) compliant with all safety requirements applicable to the Project and the work of this Contract. Handover in good condition to Phase 3 – General Works Contractor at substantial completion of this Contract. (Ref. Pre-Bid RFI #56)*
65. All support framing for curtain walls, operable partitions, louvers etc. as shown.
66. Fill all beam pockets.
67. Structural Works contractor shall protect and maintain top of all footings throughout completion of the project and shall clean tops of all footings and hand over in good condition to General Works.
68. *Includes supplying, installing and maintaining perimeter steel cable safety rails with toe-boards at the perimeter of each floor as required. Spacing of cables to be in compliance with all applicable OSHA standards. These rails shall be maintained for the duration of this scope and shall be handed over in good condition to the Phase 3 General Works Contractor at substantial completion of this Contract. (Ref. Pre-Bid RFI #56)*

B. Temporary facilities and controls in Phase 2 – Structural Works Contract include, but are not limited to, the following:

1. Temporary facilities and controls for the work of this Contract.
2. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
3. Dewatering facilities and drains.
4. Excavation support and protection
5. All hoisting required to complete this Contract.
6. Project identification and temporary signs.
7. General waste disposal facilities.
8. Temporary stairs.
9. Temporary fire-protection facilities.
10. Barricades, warning signs, and lights.
11. Security enclosure and lockup.
12. Environmental protection.
13. Restoration of Owner's existing facilities used as temporary facilities.

1.7 PHASE 3 - GENERAL WORKS CONTRACT

A. Work in the General Works Contract includes, but is not limited to, the following items. This scope of work is intended to outline the minimum requirements of the scope of work covered

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under this Contract. Exclusion from this list shall not relieve the Contractor of its responsibility to perform associated work covered by the Contract Documents:

1. All work not specifically identified in the scope of work for other phases for the new Pharmacy Research Building (AU Project No. 14-193) and new School of Nursing (AU Project No. 15-035) in accordance with the plans and specifications prepared and issued for bid by Infinity/Goodwyn, Mills, Cawood and Stacy Norman Architects, respectively, including all related addenda and modifications.
2. Accept building pads handed over by Phase 2 - Structural Works Contractor in accordance with the milestone dates specified in the Milestone Summary. Include any investigation, survey, etc. needed to make this acceptance. Maintain the building pads in compliance with the Best Management Practice, provide for positive drainage, and protect all exposed excavations from rainwater contamination. This Contractor shall be responsible for any additional rough and/or fine grading of the building pads required to prepare for the slabs-on-grade.
3. Removal and proper disposal of any temporary site stabilization measures installed by the Phase 1 Contractor for erosion control maintenance as necessary to facilitate completion of this scope of work.
4. This contractor shall be responsible for the complete exterior envelope systems including all framing, sheathing, building wrap, brick, storefront/curtainwall, windows, doors, roofing, flashing, caulking, related fasteners, brick angles/ledges, bond beams, etc.
5. Monitoring of post indicator valves and tamper switches installed by Phase 1 Contractor.
6. Unless specifically stated otherwise in this scope of work, this Contractor shall be responsible for all building utilities starting 5'-0" outside the perimeter of each building or adjoined building element where applicable. Utilities will be stubbed, capped and marked by the Phase 1 Contractor for handover to this Contractor. This Contractor shall remove caps, make connections and extend utilities into the buildings.
7. Include all sanitary sewer and storm laterals from the building to the site services including tie-in and final connections.
8. Downspout connector boots as indicated and/or required.
9. Sprayed fire-resistive materials and board fire protection for steel superstructure, including floor and roof construction.
10. Include installation of permanent electric, gas and water meters furnished by Auburn University for University provided services. All other meters shall be the responsibility of the contractor. Coordinate with Utility Company as necessary. Contractor to coordinate meter requests through the University Project Lead a minimum of 45 working days prior to need for energized service.
11. Acceptance and continued management of stockpiled topsoil handed over by Phase 1 Contractor. Import additional topsoil if needed. Haul off and legally dispose of any excess topsoil. The Owner makes no representation as to the quantity, quality or availability of the onsite topsoil.
12. Acceptance of site rough graded by Phase 1 Contractor to +/- 1/10 foot of specified subgrade elevations. Any additional rough grading required after handover shall be the responsibility of this Contractor.
13. All finish grading and final earthwork preparation of site. All offsite grading shall be the responsibility of Phase 1 as turnkey installation.
14. All dewatering required to complete this scope of work.

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15. It is the responsibility of this contractor to choose a seed that will germinate to provide a good stand of grass.
16. For the Electrical Distribution System, secondary conduit(s) shall be stubbed 5'-0" outside the transformer pad by the Phase 1 Contractor for connection and continuation into the building by this Contractor.
17. This Contractor shall coordinate all work, specifically including utility final connection locations for extension into buildings, with the 15-222 HSS Infrastructure project drawings prepared by LBYD and provided for coordination purposes.
18. Site improvements, including roadways, parking lots, pedestrian paving, site development furnishings and equipment, and landscaping.
19. Selective demolition.
20. Backfilling curbs, islands, etc. with topsoil as indicated and/or required.
21. Extension of existing gas main and feed into the new building.
22. Regrade building pads as needed following completion of work by Foundation and Structural Steel Contractors.
23. Accept steel handed over by Phase 2 Contractor. Include any additional cleanup and touchup painting of this steel needed to complete this scope of work.
24. All openings and voids to be filled inside elevator shaft wall once hoist way is complete to uphold the integrity required for 2 hr shaft.
25. Slabs-on-grade, including earthwork, subdrainage systems, and insulation.
26. Includes all curing of slabs as indicated.
27. Below-grade building construction, including excavation, backfill, and thermal and moisture protection.
28. Adequate pull strings in all empty conduit.
29. Include furnishing, installing and maintaining ladder access throughout the concrete frame. Ladders to be provided to maintain access to all floor levels.
30. Includes all slab on grade control joints.
31. Fertilize affected trees during construction.
32. Haul-off and legally dispose of excess spoil material associated with the work of this Contract.
33. Develop Detailed Demolition Plan and submit to Owner and CM for approval prior to commencing with demolition work.
34. Exterior closure, including walls, parapets, doors, windows, and louvers.
35. Roofing, including coverings, flashings, roof specialties, and glazed openings.
36. Interior construction, including partitions, doors, interior glazed openings, and fittings.
37. Fire-protection specialties.
38. Stairs, including railings and finishes.
39. Interior finishes, finish carpentry, architectural woodwork, and built-in casework.
40. Miscellaneous items, including concrete equipment bases and painting of mechanical and electrical work.
41. Conveying systems.
42. Equipment, including the following:
  - a. Stage equipment.
  - b. Projection screens.
  - c. Loading dock equipment.
  - d. Waste compactors.

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- e. Foodservice equipment.
  - f. Residential appliances.
  - g. Laboratory fume hoods.
43. Furnishings, including casework, window treatments, floor grilles and mats, and seating.
44. This package specifically includes but is not limited to Masonry, Metal Framing & Drywall, Flooring, Miscellaneous Metals, Rough Carpentry, Finish Carpentry, Waterproofing / Damproofing / Caulking, Roofing, Doors & Hardware, Interior Glass & Glazing Systems, EIFS, Ceiling Systems, Painting & Wallcoverings, Specialties, Fixed Audience Seating, Equipment and Elevators.
45. This package is responsible for producing in-wall and overhead coordination drawings based on shop drawings provided by this package and other packages. This package shall hold and lead coordination meetings with other packages, CM, and Architect as needed to coordinate the work of packages.
46. Provide aerial photos of project site on a monthly basis throughout duration of project.
47. Contractor shall take control and maintain ADEM permit during the course of work. Contractor will be responsible for proving daily inspections of BMP by a qualified QCI and repairing items immediately during their project duration. Contractor shall maintain log for daily inspections and make them immediately available to Construction Manager for review.
48. Install all BMP's indicated in Bid Documents.
49. Contractor shall be responsible for monitoring, maintaining and augmenting existing erosion control features during the project and performing all erosion control actions required by the existing NPDES permit. The contractor shall be responsible for all fines and cleanup costs associated with a violation of the NPDES permit.
50. Maintain all existing BMP's.
51. Repair all damaged BMP's. Contractor shall pay for all damaged BMP's.
52. Maintain construction entrance and all erosion control measures.
53. Wash down all construction equipment and trucks associated with the work of this package before exiting the site.
54. Contractor shall be responsible for paying all ADEM violation fees during the course of the project due to violating ADEM regulations and inadequate maintenance and installation of BMP's.
55. This package shall provide, install and maintain temp fire protection (fire extinguishers) on each level with not more than 75ft travel distance in any direction. These fire extinguishers shall be maintained, inspected and replaced as required for the full duration of construction until final systems are in place and functional. The temp system shall meet the requirements of OSHA, NFPA, and the local authorities having jurisdiction. Inspection logs shall be maintained on site for review by authorities.
56. Provide two cleanings of building and site. One prior to substantial completion inspection and the second after punch list is complete.
57. Provide all training, maintenance, and operations information as required for work installed by this package. This package is responsible for recording and making DVDs of training sessions conducted by all packages.
58. Includes providing and installing Termite soil treatment per plans and specifications.
59. Slabs-on-decks and slabs on grade.
60. Includes floor flatness and floor levelness as indicated.

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61. This Contractor shall include providing permanent and certified survey XY control points at each level on the concrete slab, at each end of the building. Coordinate locations of points with the Contract Manager.
62. Includes all fill material, for slab on grades, supply and install in accordance with documents.
63. Includes installing, coordinating floor control joints, zinc strips, concrete pads, penetrations, etc. and depressed slabs.
64. *Includes acceptance and continued maintenance of perimeter steel cable safety rails and toe-boards at the perimeter of each floor installed by Phase 2 Structural Works Contractor. Phase 3 General Works shall further install and maintain additional perimeter steel cable safety rails and toe-boards as necessary to fully comply with all safety requirements applicable to the Project and the work of this Contract. Phase 3 General Works shall be responsible for removing all temporary handrails/guardrails as necessary to facilitate construction. (Ref. Pre-Bid RFI #56)*
65. Includes installing either cable rail system, guard rail system or painted covers (OSHA approved) at all floor openings, shafts and duct chases. These shall be removed by the other contractors as required to install their work at later date.
66. Includes drilling and epoxy per contract documents as required to complete this scope of work. Includes water proofing test requirements as indicated in documents.
67. Include the concrete finish at the stairwells, elevator shafts and mechanical shafts as indicated.
68. Include installation of all sleeves for handrails as indicated or required.
69. Includes coordinating with Phase 2 Contractor for all items that tie into the structure.
70. Includes providing and installing all Architectural precast and masonry work per plans and specifications. This work includes all CMU, brick and architectural precast including anchors, fasteners, etc.
71. Includes providing and installing all concrete masonry units, masonry joint reinforcement, ties, anchors, accessories, lintels, etc. to complete the masonry scope of work.
72. Includes fire safing where required to meet wall ratings.
73. Includes protecting the masonry work during construction while exposed and unfinished.
74. Includes all control and expansion joins inside and adjacent to this scope of work. This includes providing and installing all joint materials.
75. Pointing and patching of all masonry work, walls shall be pointed up when they are completed and again as necessary after prime paint.
76. Includes all waterproofing. This contractor shall be responsible for waterproofing as specifically specified herein.
77. Includes all sleeves and coordination with other trades as required.
78. Includes all cutting, patching and sealing for this scope of work.
79. Includes all mortar, grout, mastic or any setting material required to complete the scope of work.
80. Includes all Masonry cleaning and insulating as required in the construction documents.
81. Includes installing all embedded flashing materials, rubberized asphalt flashing, solder and sealants for sheet metal flashings, and adhesives, primers, and seam tapes for flashings.
82. Includes providing and installing all masonry, masonry concrete/grout fill and loose lintels.
83. Abide by Cold and Hot weather requirements.

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84. Comply with Fire-resistance ratings as indicated.
85. Provide masonry lintels prefabricated or built in place as indicated.
86. Provide ties and anchors as specified.
87. Provide partition top anchors and Rigid anchors as required
88. Provide miscellaneous masonry accessories including bar positioners.
89. Maintain all required tolerances.
90. Provide and install fire safing or compressible filler as indicated at CMU partitions.
91. Provide and install all fire-resistive joint systems including all floor-to-floor joints, floor-to-wall joints, head-of-wall joints, wall-to-wall joints, and perimeter fire-resistive joint systems consisting of floor-to-wall joints between perimeter edge of fire-resistance-rated floor assemblies and exterior curtain walls.
92. Includes all perimeter and interior wall framing per plans and specifications.
93. Includes providing all required testing per plans and specifications.
94. Includes providing and installing all insulation per plans and specifications.
95. Includes providing and installing all anchors, clips and fasteners per plans and specifications.
96. Includes providing all galvanizing per plans and specifications. Includes all touchup of welds.
97. Includes all stair nosings per contract documents.
98. Includes S.S. stair hangers and attachments in accordance with construction documents.
99. Includes all grouting of set dowels and threaded inserts.
100. Includes all Stainless Steel (S.S.) per plans and specifications.
101. Includes coordination with American Stair Corporation.
102. Includes providing all cement grout if required.
103. Includes all fire resistant sprayed materials per plans and specifications.
104. Includes coordinating framing with all control and construction joints per plans and specifications.
105. All miscellaneous metals unless specifically noted in this list will be provided by the prime structural contractor.
106. Includes providing and installing all metal railings systems, decorative metal railings, glass railings, etc. per plans and specifications. All handrails shall be by this Contractor.
107. Includes all preparation, layout, scaffolding, connections, posts, glass, lifting, hoisting, fasteners, etc. required to install the specialty railings per plans and specifications. This includes all rail types listed and includes coordination for railings that have electrical components.
108. Provide and install metal fabrications including steel framing and supports for overhead doors, steel framing and supports for mechanical and electrical equipment, metal bollards, removable bollards, pipe guards, abrasive metal nosings, fasteners, and miscellaneous materials.
109. All handrails are included.
110. All steel pan stairs are included.
111. Includes all miscellaneous metals.
112. Includes all bollards.
113. Includes providing and installing all interior architectural woodwork per plans and specifications.
114. Includes providing and installing all plastic laminate cabinets, wood cabinets, solid surface material countertops, PVC material, closet and utility shelving, blocking, shims,

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hanging strips, furring, blocking etc. required to provide all carpentry items per plans and specifications.

115. Includes providing all specific and general purpose blocking. This work will be in coordination with all trades that will attach to this blocking.
116. Includes providing fire rated wood per code.
117. Includes providing the finishes, types and colors for determination by the architect and owner.
118. Includes providing shop prepared countertop cuts.
119. Includes providing all steel support needed to support countertops and cabinetry.
120. Includes providing and installing all plastic paneling per plans and specifications.
121. Provide and install miscellaneous rough blocking including wood blocking and nailers. Provide and install plywood backing panels
122. Provide and install all interior architectural woodwork including plastic-laminate cabinets, plastic-laminate countertops, solid-surfacing-material countertops, flush wood paneling and wainscot, interior standing and running trim, wood shelving units, shop finishing of interior woodwork, cabinet hardware and accessories, miscellaneous materials
123. Coordinate sink cutouts at casework and counters with plumbing package.
124. Includes providing and installing all waterproofing, vapor barrier, damp proofing, drainage composite, caulking, sheet waterproofing, cold fluid applied waterproofing, etc. to provide complete moisture protection. *Note scope does not include waterproofing of the basement under-slab or the exterior of the basement perimeter walls which is specifically included under the structural scope. (Ref. Pre-Bid RFI #59)*
125. Includes coordinating the waterproofing tie in with the prime structural contractor.
126. Includes providing samples and examples of the location of each type of moisture protection.
127. Includes providing pre installation meetings for all moisture protection. These meeting will include the construction manager and minutes will be distributed by the prime contractor.
128. Includes providing mock-ups of material attachment. Mock-ups will be accepted as in place work only if the schedule allows.
129. Includes providing joint sealants for all joints, expansion joints, construction joints, etc. This includes areas where dissimilar materials meet. The architect will confirm which material the sealant shall match.
130. Includes providing and installing all traffic coatings per plans and specifications.
131. Includes providing and installing all traffic coating topcoats per plans and specifications.
132. Includes providing and installing all associated joint sealants, adhesives and reinforcing strips per plans and specifications.
133. Includes providing and installing all water repellants per plans and specifications.
134. Includes checking and examining substrates, areas and conditions to be sure that the application will be in compliance with the manufacturer's requirements.
135. Includes all thermal insulation per plans and specifications.
136. Includes providing and installing all glass-fiber blanket insulation for use in metal wall construction.
137. Includes providing and installing the roofing systems and insulation per plans and specifications.
138. Includes all roofing waterproofing measures to ensure that the system is watertight. This includes all types of flashings.

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139. Includes All Roof Accessories
140. Includes flashing of all roof penetrations. This Contractor shall coordinate with all other contractors for quantity, size, configuration and locations of roof penetrations that may not be shown in the contract documents.
141. Includes all Hollow metal doors and Frames, supply and install.
142. Includes all Flush Wood doors. Supply and install.
143. Includes shop priming and factory machining for hardware.
144. Includes all door light frames as indicated.
145. Includes field finishing of doors.
146. Includes all LPDL doors (low pressure decorative laminate) supply and install per documents.
147. Includes overhead coiling doors. Supply and install. (Ref. Spec. Section 08332) (Add. 11)
148. Includes all watertight doors. Supply and install
149. Includes all interior aluminum-framed, frames and glazing.
150. Includes all Door Hardware and specific requirements.
151. Includes all requirements for interior Glazing.
152. Includes all frame-less mirrors.
153. Includes all cleaning and protection.
154. Includes all non-structural metal framing
155. Includes all non-load bearing steel framing systems for interior gypsum board assemblies
156. Includes all suspension systems for interior gypsum ceilings, soffits, and grid systems.
157. Includes slip type head joints where indicated.
158. Includes deflection track where indicated
159. Includes all anchors, fasteners etc. per manufacturer.
160. Includes embedded inserts for suspended assemblies coordinate with structure
161. Includes all requirements for interior and exterior gypsum board.
162. Includes all requirements and monitoring per ASTM C 840
163. Includes installing gypsum panels vertically parallel to framing unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
164. Includes supplying and installing all trim accessories
165. Includes all finishing of gypsum board
166. Includes all gypsum board finish levels as indicated in the documents.
167. Includes all Ceramic floor tile
168. Includes all Ceramic wall tile and base
169. Includes all quarry floor tile and base
170. Includes all thresholds as part of tile installation.
171. Includes all cementitious backer units installed as part of tile installation.
172. Includes testing requirements for the static coefficient of friction.
173. Includes all grout and grouting.
174. Includes installing tile per TCA's handbook installation methods.
175. Includes installation tolerances as indicated in documents.
176. Includes all requirements for cleaning and protection installed tile as indicated in documents.
177. Includes all acoustical wood ceilings panels, specialty ceiling system -1
178. Includes Concealed grid suspension systems
179. Includes all wire hangers fasteners, main runners, cross tees, and wall angle moldings.
180. Includes all cleaning and protecting requirements.

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181. Acoustical Panel Ceilings
182. Includes all acoustical panels and exposed suspension systems for ceilings.
183. Includes all cleaning and protecting requirements
184. Includes all linear metal soffit requirements (as alternate)
185. Includes all requirements for open cell ceiling systems, including suspension systems and accessories.
186. Includes all requirements for factory finished wood flooring.
187. Includes all cleaning and protection of wood flooring.
188. Includes all requirements for Vinyl Composition Tile, VCT
189. Includes all requirements for alkalinity and adhesion testing.
190. Includes all requirements for moisture testing as recommended by the manufacturer.
191. Includes all requirements for leveling and patching cracks, holes, and depressions in substrates.
192. Includes all requirements for covering and protecting installed floors
193. Includes all requirements for final cleaning and waxing floors not more than 4 days before the dates of inspection for substantial completion in each area of the project.
194. Includes all testing requirements for slab moisture content, alkalinity testing and substrate flat/level testing.
195. Includes protection and maintenance and final cleaning as specified.
196. Includes all requirements for recycled rubber resilient sheet flooring.
197. Includes all requirements for alkalinity and adhesion testing
198. Includes all requirements for moisture testing as recommended by the manufacturer.
199. Includes all requirements for leveling and patching cracks, holes, and depressions in substrates.
200. Includes all requirements for covering and protecting installed floors
201. Includes all requirements for wall base, stair accessories, molding accessories.
202. Includes all cleaning and protection of installed material.
203. Resinous Matrix Terrazzo Flooring.
204. Includes all requirements for modular, tufted carpet tile.
205. Includes all requirements for substrates preparation.
206. Includes all requirements for cleaning and protection.
207. Includes all labor, materials, equipment and services necessary to complete the epoxy resin composition flooring and integral base as scheduled on the drawings and or specified.
208. Includes all testing for moisture vapor transmissions.
209. Includes all substrate preparations
210. Fabric-Wrapped Panels
211. Includes all requirements for fabric wrapped wall panels
212. Includes all cleaning and protection requirements.
213. Sound Absorbing Ceiling Units
214. Includes all requirements for shop fabricated panels.
215. Includes all requirements for cleaning and protection.
216. Includes all requirements for all painting, performance coatings, and intumescent painting.
217. Includes all surface preparation and application of paint systems on all, concrete masonry units, steel, galvanized metal, wood, gypsum board.
218. Includes all block fillers, primers for all painting.

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219. Includes the removal of existing primers if they are found to be incompatible with new painting systems.
220. Includes all testing for moisture and alkalinity.
221. Includes all painting of exposed mechanical and electrical work.
222. Includes all cleaning and protection of painting as indicated in the documents.
223. Includes all requirements for High-Performance Coatings.
224. Includes providing all corrosion-resistant supports, leveling mechanism, fasteners and anchors for all overhead-braced units, floor-anchored units, ceiling-hung units and wall-anchor units.
225. Includes all audience seating.
226. Includes fixed audience seating with standard mounting and upholstered chairs with self-rising seat mechanism.
227. Includes structural framing, decking, and otherwise complete and finished support system for tiered stadium seating in recital halls.
228. Includes varying chair widths to accommodate sightlines and row lengths.
229. Includes manufactures factory-authorized field service testing and coordination
230. Includes all cleaning and protection.
231. Includes all adjusting.
232. Elevators inclusive of hoist beams.
233. Includes Elevator hoist beams and embeds.
234. Includes all requirements for hydraulic elevators.
235. Includes all work, labor, materials and services, permits, inspections, use certificates, necessary for a complete installation of all the elevators.
236. Includes all safety requirements and barricades at hoistways.
237. Includes maintenance and service agreement.
238. Includes Protection and cleaning of elevators.
239. Includes temporary use of elevators by all trades for construction purposes and material handling. This contractor shall include requirements for operation, maintenance, protection and restoration of all elevators.
240. Site water supply and distribution 5' from the building.
241. Site sanitary sewerage 5' from the building.
242. Connect roof drains to site sewer 5' from the building.
243. Plumbing fixtures.
244. Domestic water distribution.
245. Sanitary waste.
246. Special plumbing systems, including the following:
247. Compressed air.
248. Natural gas.
249. Special fire-suppression systems.
250. Plumbing connections to equipment.
251. Hydronic pipe distribution to 5' outside the building.
252. HVAC systems and equipment.
253. HVAC instrumentation and controls.
254. HVAC testing, adjusting, and balancing.
255. Building automation system.
256. Mechanical connections to equipment.
257. Secondary electrical service connected to site transformer.

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- 258. Site lighting.
  - 259. Site communications and security.
  - 260. Electrical service and distribution.
  - 261. Exterior and interior lighting and light pole bases.
  - 262. Communication and security.
  - 263. Special electrical systems, including the following:
  - 264. Uninterruptible power supply systems.
  - 265. Packaged engine generator systems.
  - 266. Battery power systems.
  - 267. Cathodic protection.
  - 268. Electromagnetic shielding systems.
  - 269. Lightning protection systems.
  - 270. Unit power conditioners.
  - 271. Power generation systems.
  - 272. Electrical connections to equipment
  - 273. Includes providing, installing and maintaining two sets of temporary access stair towers for general access, location to be determined. These stairs shall comply with NFPA, Fire Marshall, AHJ and any/all applicable codes governing these structures (i.e. pre-engineered scaffolding stair towers).
  - 274. Acceptance and continued maintenance of temporary handrails/guardrails (with toe boards) handed over by Phase 2 Contractor. Install and maintain additional temporary handrails/guardrails (with toe boards) as necessary to comply with all safety requirements applicable to the Project and the work of this Contract. This Contractor shall be responsible for removing all temporary handrails/guardrails.
  - 275. Includes all requirements for fire-retardant Intumescent Painting. This contractor is responsible for material and installation and shall coordinate with the Structural Contractor for primer and surface preparation procedures for steel to receive intumescent paint.
  - 276. Posts, plates, embed plates, and tube steel supports for light gauge metal trusses (ref. School of Nursing drawing detail 7/S3.21).
  - 277. Elevator rail supports (ref. Pharmacy detail 8/S4.1)
- B. Temporary facilities and controls in the Phase 3 - General Works Contract include, but are not limited to, the following:
- 1. Temporary facilities and controls for the work of this Contract.
  - 2. Sediment and erosion control.
  - 3. Acceptance and continued maintenance of temporary fencing and gates. Refer to attached Site Logistics Plan for further information. This Contractor shall be responsible for removal prior to substantial completion of this Contract.
  - 4. Acceptance and continued maintenance of erosion control elements handed over by Phase 1 Contractor as required for this phase until completion of the overall Project and closure of the ADEM/NPDES Permit. Refer to Specification Section 01 1000 Summary, Subpart 1.5.A.2 for additional requirements regarding the ADEM/NPDES Permit and stormwater management.
  - 5. Acceptance of construction entrances handed over by Phase 1 Contractor. Maintain throughout full duration of this Contract and remove prior to substantial completion or earlier as necessary to facilitate timely completion of the Project.

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6. Acceptance and continued maintenance of all required temporary shoring/bracing of the structural steel handed over by Phase 1 Contractor in accordance with the engineered shoring/bracing plan. This Contractor shall be responsible for removal of temporary shoring/bracing as required to facility completion of this Contract.
7. Acceptance and continued maintenance of temporary handrails/guardrails (with toe boards) handed over by Phase 1 Contractor. Install and maintain additional temporary handrails/guardrails (with toe boards) as necessary to comply with all safety requirements applicable to the Project and the work of this Contract. This Contractor shall be responsible for removing all temporary handrails/guardrails.
8. From NTP, Install and maintain all required perimeter safety cables, toe boards, shaft covers, floor openings and temp stairs in a safe condition per OSHA requirements for the full duration of the project and remove only when permanent construction is complete.
9. Acceptance and continued maintenance of temporary stone for access roads, trailers areas, laydown/storage areas, etc. handed over by Phase 1 Contractor. Refer to the attached Site Logistics Plan for additional information. Maintain throughout full duration of this Contract and remove prior to substantial completion or earlier as necessary to facilitate timely completion of the Project.
10. Acceptance and continued maintenance pf markers and protection of all inlets, covers, valve boxes, etc. from damage during construction handed over by Phase 1 Contractor. Maintain throughout full duration of this Contract and remove prior to substantial completion or earlier as necessary to facilitate timely completion of the Project.
11. Acceptance and continued maintenance of all required tree protection handed over by Phase 1 Contractor. Maintain throughout full duration of this Contract and remove prior to substantial completion or earlier as necessary to facilitate timely completion of the Project.
12. Assume responsibility for daily cleaning and sweeping of public roadways leading to and from the jobsite from the Phase 1 Contractor at substantial completion of its contract and continue until substantial completion of this contract.
13. Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
14. Stormwater control.
15. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
16. Temporary enclosure for building exterior, except as indicated.
17. Temporary roads and paved areas.
18. Dewatering facilities and drains.
19. Excavation support and protection, unless required solely for the Work of another contract.
20. All hoisting required to complete this Contract.
21. Project identification and temporary signs.
22. General waste disposal facilities.
23. Pest control.
24. Temporary stairs.
25. Temporary fire-protection facilities.
26. Barricades, warning signs, and lights.
27. Site enclosure fence.
28. Covered walkways.

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29. Security enclosure and lockup.
30. Environmental protection.
31. Restoration of Owner's existing facilities used as temporary facilities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200



**SECTION 01 20 00**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 21 00 - Allowances: Payment procedures relating to allowances.
- B. Section 01 22 00 - Unit Prices: Monetary values of unit prices, payment and modification procedures relating to unit prices.

**1.03 SCHEDEULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: See attached form.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  1. Item Number.
  2. Description of work.
  3. Scheduled Values.
  4. Previous Applications.
  5. Work in Place and Stored Materials under this Application.
  6. Authorized Change Orders.
  7. Total Completed and Stored to Date of Application.
  8. Percentage of Completion.
  9. Balance to Finish.
  10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Submit six copies of each Application for Payment.
- H. Include the following with the application:
  1. Transmittal letter as specified for Submittals in Section 01 30 00.
  2. Construction progress schedule, revised and current as specified in Section 01 30 00.
  3. Partial release of liens from major Subcontractors and vendors.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

- J. The period covered by each Application for Payment shall be one calendar month ending on the 25th day of the month.
- K. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- L. Applications for Payment shall not include requests for payment for portions of the Work for which the Prime Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Prime Contractor intends to pay.
- M. Notwithstanding what may be stated elsewhere in the Contract Documents, the Prime Contractors shall use the pay application forms provided by or otherwise acceptable to the Owner. Refer to sections below for additional forms required with each pay application.
  - N. First Application for Payment: Prime Contractors shall submit the following items to the Architect and Construction Manager, in form acceptable to Architect and Construction Manager, within the specified timeframes, but in no event later than submission of the first pay application. Failure to do so shall be a reason for withholding certification of payment:
    - 1. QA/QC Manual
    - 2. Initial Submittal Log
    - 3. Initial Buyout Log
    - 4. Initial Schedule
    - 5. Insurance Tracking Log
    - 6. Monthly Weather Log
    - 7. Monthly Cash Flow Report
    - 8. Monthly Claim Waiver
    - 9. Weekly & Monthly Progress Reports
    - 10. Certified Weekly Payrolls (when applicable)
  - O. Monthly Applications for Payment: Prime Contractors shall submit the following items to the Architect and Construction Manager, in form acceptable to Architect and Construction Manager, within the specified timeframes, but in no event less frequently than with submission of each monthly pay application. Failure to do so shall be a reason for withholding certification of payment.
    - 1. Application for Payment Checklist
    - 2. Updated Project Submittal Log
    - 3. Updated Buyout Log
    - 4. Daily Work Force Forms
    - 5. Monthly Claim Waiver
    - 6. Updated Subcontractor/Vendor List
    - 7. Monthly Weather Log
    - 8. Updated Insurance Tracking Log
    - 9. Schedule Updates
    - 10. Updated Change Order Request Log
    - 11. Allowance Invoicing Recap (when applicable)
    - 12. ADOR Consumer Use & Sales tax report for material purchases
    - 13. Monthly Cash Flow Report
    - 14. Weekly & Monthly Progress Reports
    - 15. Certified Weekly Payrolls (when applicable)
    - 16. Lien Waivers (as required)

- P. If Prime Contractor disputes any determination by Architect or Owner with regard to all or any part of an Application for Payment or a Certification of Payment, Prime Contractor shall nevertheless expeditiously continue to prosecute the Work.
- Q. The Owner has the right to request written evidence from the Prime Contractor that the Prime Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Prime Contractor for subcontracted Work. If the Prime Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Construction Manager or Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- R. Auburn University reserves the right to withhold retainage for all but not limited to the following:
  - 1. Failure to maintain erosion & sediment control measures, the inability to meet Auburn University's turbidity sampling requirements, services rendered by Auburn University in the event that a contractor is unresponsive to directives to modify erosion and sedimentation control measures.
  - 2. Auburn University also requires the Designer of Record to incorporate site specific Erosion and Sedimentation Control measures as unit prices in the bid package. These unit prices will be implemented in the event the site requires additional protection or if the contractor is nonresponsive to Erosion and Sedimentation problems that occur. These unit prices can also be implemented negatively if the contractor has not met his contractual obligations. Thus allowing the owner to have the BMP's installed by other means.
- S. To the extent not covered by the property insurance obtained by the Owner, Prime Contractor shall obtain and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work stored off the site or in transit are to be included."

## **1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.

Submit a quotation with cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- 1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 3. Include costs of labor and supervision directly attributable to the change.

4. Include an updated Prime Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  5. Quotation Form: Use forms provided by or otherwise acceptable to the Owner.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Substantiation of Costs: Provide full information required for evaluation.
1. Support each claim for additional costs with additional information:
  2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.
- J. Construction Change Directive: A Construction Change Directive is a written order prepared by the Architect and / or the Construction Manager and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
  2. Architect or Construction Manager may issue a Construction Change Directive on form provided by or otherwise acceptable to the Owner. Construction Change Directive instructs Prime Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
    - a. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  3. Upon receipt of a Construction Change Directive, the Prime Contractor shall promptly proceed with the change in the Work involved.
  4. A Construction Change Directive signed by the Prime Contractor indicates the Prime Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately. Change Orders may be issued for all or any part of a Construction Change Directive.

## **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  1. All closeout procedures specified in Section 01 70 00.

C. Final Application for Payment: In addition to items required with monthly applications for payment, Prime Contractor shall submit the following items to the Architect and Construction Manager, in form acceptable to Architect and Construction Manager, within the specified timeframes, but in no event less frequently than with submission of the final pay application. Failure to do so shall be a reason for withholding certification of payment. Neither final payment nor any remaining retained percentage shall become due until the Prime Contractor submits to the Architect all of the following:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
2. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.
3. A written statement that the Prime Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.
4. Consent of surety, if any, to final payment.
5. If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Prime Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Prime Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
6. Additionally, Prime Contractor shall, as a condition precedent to final payment, deliver or furnish to Owner as required by the Contract Documents:
  - a. Documentation and assignments with regard to warranties.
  - b. Drawings and record documents.
  - c. Operations and maintenance manuals, records, instructions, and data.
  - d. Keys, access cards, and any other items for access to and security of the premises.
  - e. Spare parts, overages, and maintenance materials.
  - f. Other close-out submittals or documentation.
  - g. A duly executed Affidavit of Completion in form ready for filing in the public records of the county in which the Project is located, pursuant to laws of the state in which the Project is located, signifying that the work under the Contract is complete under the applicable mechanic's lien laws."

#### **1.07 TAX EXEMPTION PROCEDURES**

- A. Prime Contractor shall follow all state laws governing administration of sales and use tax on qualifying governmental entity projects.
- B. The information provided below serves as a basic guideline for the documentation required to complete the application process and obtain the required Sales and Use Tax Certificate of Exemption for Government Entity Projects in the State of Alabama.
  1. Exempt Entity (Owner) must provide:
    - a. Signed application (FORM ST: EXC-01).
    - b. Copy of executed/signed Contract and/or Letter of Intent
  2. General Contractor must provide:

- a. Signed application (FORM ST: EXC-01).
  - b. Copy of executed/signed Contract and/or Letter of Intent
  - c. List of all subcontractors
  - d. Alabama Board of General Contractor's License
  - e. State/County Business License (usually obtained through county probate office)
  - f. Any other municipal business licenses associated with the project
3. Sub-Contractor must provide:
- a. Signed application (FORM ST: EXC-01).
  - b. Alabama Board of General Contractor's License
  - c. State/County Business License (usually obtained through county probate office)
  - d. Any other municipal business licenses associated with the project
  - e. List of subcontractors (if any)
- C. Along with this exemption, each Prime Contractor and subcontractor is required to have a Consumers Use Tax account. Monthly returns are required to be filed where all exempt purchases for ongoing projects are reported on one return in addition to their taxable purchases. Taxpayers who do not already have a consumers use tax account will be assigned a CNU account at the time a certificate is issued.
- D. See "Instructions for Preparation of Form ST: EXC-01 Sales and Use Tax Certificate of Exemption for Government Entity Project" for additional requirements regarding this sales tax process. The form and instructions can be found at <<http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>>.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Coordination drawings.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 01 78 00 - Closeout Submittals: Project record documents.
- C. Section 01 91 13 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
  - 1. Where submittals are indicated for review by both Architect and the Commissioning Authority, submit one extra and route to Architect first, for forwarding to the Commissioning Authority.
  - 2. Where submittals are not indicated to be reviewed by Architect, submit directly to the Commissioning Authority; otherwise, the procedures specified in this section apply to commissioning submittals.

**1.03 PROJECT COORDINATION**

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

6. Manufacturer's instructions and field reports.
  7. Applications for payment and change order requests.
  8. Progress schedules.
  9. Coordination drawings.
  10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  11. Closeout submittals.
- H. Project Management and Coordination: This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. Coordination
  2. Required Construction Management Forms
  3. Administrative and supervisory personnel.
- I. General: All Prime Contractors shall participate in coordination requirements.
- J. Coordination of Contracts: Construction Manager should be informed of all coordination between Prime Contractors and subcontracts in the form of coordination plans for approval.
- K. Coordination of Work: Prime Contractors shall coordinate construction operations that depend on each other and by other Subcontractors for proper installation, connection, and operation to ensure efficient and orderly installation of each part of the Work.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with all Subcontractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- L. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner, Construction Manager, Designer of Record and separate Subcontractors if coordination of their Work is required.
- M. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of Subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Prime Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Preparation of Submittal Schedule.
  4. Installation and removal of temporary facilities and controls.
  5. Delivery, scheduling and processing of submittals.
  6. Weekly Coordination and Progress meetings.
  7. Pre-installation conferences.
  8. Closeout inspection and "Punch list" preparation.
  9. Project closeout activities.
  10. Startup and adjustment of systems.

- N. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- O. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to Contract Documents for disposition of salvaged materials that are designated as Owner's property.
- P. Project Administration Forms: The following is a list of forms that each Prime Contractor shall submit to the CM. These forms will be used to facilitate monitoring of the overall progress of the project. The Prime Contractors shall submit the following forms in format acceptable to the Owner:
  - 1. Buyout Log: This is a log that will show all material vendors/suppliers to be used for any particular scope of work. This log will help track the status of all materials that could be important to the overall project schedule. This log will show the suppliers' company name, the purchase order number, the date of release, the material need date, the lead time and finally the scheduled delivery date to the site. The Buyout Log is to be submitted to the CM for review and approval no later than ten (10) calendar days after the Prime Contractor(s) receive a notice to proceed from the owner. The CM shall review within five (5) calendar days and return for modification or record. Any changes needed shall be made and a final version sent by the Prime Contractor to the CM for final approval within five (5) calendar days from receipt. The information provided shall be used to establish the submittal schedule for the project.
  - 2. Daily Work Force Form: This is a form that will be used to track the forces of any particular Prime Contractor on a daily basis. This form is to be submitted to the CM at the end of each work week.
  - 3. Subcontractor/Vendor List: This is to be submitted to the CM for review prior to the awarding of the Contract. This form will also need to be updated monthly and submitted with the pay applications as part of the approval process.
  - 4. Monthly Weather Log: A log tracking the daily temperature, weather conditions, rain totals and days lost to inclement weather will also be required. This form should show monthly averages on temperature and rain totals at the bottom. A comparison of this data with the local climatological data history will be required to be submitted with the pay applications.
  - 5. Weekly Observation Report: Report shall be issued by the Site Infrastructure/Enabling Works Contractor and Site Improvements Contractor documenting that the SWPPP is adequately and properly installed and maintained to meet ADEM requirements. In the case of rain events yielding rainfall of .5" or greater, within a 24 hour period, a separate report shall be issued.
  - 6. Submittal Log: A log of all submittals required by the Contract Documents with data for each record to facilitate proper tracking including, but not limited to: submittal number, spec section, description, lead times, material due dates, drop dead dates, etc. The submittal log shall be coordinated with the project schedule. The initial submittal log shall be provided to the Architect and CM within ten (10) days from Notice to Proceed. An updated and current copy of the submittal log shall be included with monthly pay application submissions.
  - 7. Insurance Tracking Log: A log tracking the Prime Contractor's and all of its subcontractors' insurance will also need to be updated and submitted with each pay application before the pay application will be processed. The log shall list the name of each company with columns for each type of coverage and the corresponding expiration date for each coverage listed in the columns.
  - 8. Monthly Cash Flow Reports: Cash flow reports comparing projected cash flow to actual cash flow for each month. Format shall be as specified by the Construction Manager. The initial Monthly Cash Flow Report shall be provided to the CM for review and approval within ten (10) days from

- Notice to Proceed. Updates shall be provided with each pay application submission or by the first day of the following month if no pay application is submitted for a given month.
9. Weekly and Monthly Progress Reports: Weekly and monthly progress reports covering the following topics: Risk Management; Achievements; Progress Photos; Cost Report; Quality Report; Schedule Update; and other topics as may be requested by the Construction Manager. Weekly reports shall be provided by noon on each Thursday. Monthly Reports shall be provided by the first day of the following month for each month and shall be submitted with each monthly pay application. Format shall be as specified by the Construction Manager.
  10. List of Key Personnel: Within 10 calendar days after notice to proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; Identify Emergency contacts listed in priority, list addresses and telephone numbers, including home, office, cellular and/or wireless telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
  11. Other Forms: Other lists & logs as required monitoring project status and as may otherwise be required by the Contract Documents. During the progress of the project, other logs or lists may be needed to track the status of the project. The CM reserves the right to request, and the Prime Contractor agrees to provide, additional information as needed.
- Q. Administrative and Supervisory Personnel: In addition to Project superintendent, Prime Contractors shall provide other administrative and supervisory personnel as required for proper performance of the Work. The Construction Manager on behalf of the Owner will have the right to request additional man power should the need for additional personnel become apparent.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  2. Contractor and Architect are required to use this service.
  3. It is Contractor's responsibility to submit documents in PDF format.
  4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
  5. Users of the service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  6. Paper document transmittals will not be reviewed; emailed PDF documents will not be reviewed.
  7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

- B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the contract sum.
1. Within 15 days of execution of the Owner and Prime Contractor Agreement, Prime Contractors shall each obtain no less than one user license. A unique user license shall be obtained for each employee of the Prime Contractor who will need to access the system.
  2. User licenses are provided by the Construction Manager at a cost of \$1,000 per license. Purchase of user licenses shall be coordinated through the Construction Manager.
  3. User licenses shall be renewed on an annual basis.
- C. Submittal Service: The selected service is:
1. PMWeb.
- D. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Architect and Contractor participating; further training is the responsibility of the user of the service.
- E. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.02 PROJECT MEETINGS**

- A. General: Prime Contractors shall schedule and conduct coordination, safety, training, progress conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner, Designer of Record and Construction Manager of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda and submit to the Construction Manager 1 day prior to the meetings.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to the Construction Manager, within three days of the meeting. The meeting attendees will have the opportunity to respond to the Prime Contractors minutes with any changes.
- B. Preconstruction Conference: After award of the construction contract and before the start of any construction work, the Construction Manager will schedule and conduct a preconstruction conference. The conference location shall be specified by the Construction Manager. Construction Manager will conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Construction Manager, Designer of Record and their consultants; Prime Contractor and its superintendent; as well as representative of major subcontractors; shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Responsible parties shall discuss items of significance that could affect progress, including but not limited to the following:
    - a. Prime Contractor's Construction Schedule - Preliminary network diagram will be discussed.
    - b. Critical work sequencing and long-lead items.
    - c. Authority of the Owner's Representatives
    - d. Procedures for processing field decisions.
    - e. Contract Modifications and Administrative Procedures
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.

- i. Distribution of the Contract Documents.
  - j. Prime Contractor Insurance Requirements.
  - k. Submittal procedures.
  - l. Preparation of Record Documents.
  - m. Use of the premises.
  - n. Prime Contractor's Safety Plan
  - o. Prime Contractor's Quality Control Plan
  - p. Responsibility for temporary facilities and controls.
  - q. Construction waste management.
  - r. Prime Contractor's Environmental Protection Plan
  - s. Parking availability.
  - t. Office, work, and storage areas.
  - u. Equipment deliveries and priorities.
  - v. First aid.
  - w. Security.
3. Minutes: Record and distribute meeting minutes.
- C. Pre-installation Conferences: The Construction Manager shall conduct a pre installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager of scheduled meeting dates for scheduling. Construction Manager may be present at these meetings. Every effort shall be made to schedule pre- installation conferences on the Designer of Record's regularly scheduled days for visiting the site.
  2. Agenda: Notification of conference and agenda shall be distributed 10 days in advance of meeting date. Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases
    - f. Deliveries
    - g. Submittals.
    - h. Review of mockups
    - i. Possible conflicts.
    - j. Trade responsibilities
    - k. Compatibility problems.
    - l. Time schedules.
    - m. Weather limitations
    - n. Manufacturer's written recommendations.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.

- s. Space and access limitations.
  - t. Regulations of authorities having jurisdiction.
  - u. Testing and inspecting requirements.
  - v. Installation procedures.
  - w. Coordination with other work.
  - x. Required performance results.
  - y. Protection of adjacent work.
  - z. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Prime Contractor shall distribute minutes of the meeting to the Construction Manager within 48 hours of meeting. Prime Contractor shall maintain on site record copies of all "Minutes of Meetings".
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Construction Manager shall hold weekly meetings to update key project concerns and issues. Meeting frequency will be determined by the needs of the job and will be at the discretion of the Construction Manager and the Owner.
1. Attendees: Prime Contractor and Construction Manager. Designer of Record, Owner, subcontractors, and suppliers are optional attendees but may attend if needed. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Overall Project Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Overall Project Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review schedule for next period.
    - c. Review submittal schedule.
    - d. Review present and future needs of each entity present, including the following:
      - 1) Sequence of operations.
      - 2) Status of submittals.
      - 3) Status of correction of deficient items.
      - 4) Field observations.
      - 5) RFIs.
      - 6) Status of proposal requests.
      - 7) Pending changes.
      - 8) Status of Change Orders.
      - 9) Pending claims and disputes.
      - 10) Documentation of information for payment requests.
  3. Minutes: CM shall record the meeting minutes.

4. Reporting: CM shall distribute minutes of the meeting to all involved parties and maintain record copies of all "Minutes of Meetings".
- E. Monthly O/A/C/CM Project Status Review Meeting: Construction Manager shall provide comprehensive update on the project. This meeting will be held during the last week of each month. Prime Contractor shall reserve one working day to attend this meeting.
  1. Attendees: Owner, Designer of Record, Prime Contractor and Construction Manager.
  2. Agenda: Construction Manager shall provide comprehensive review of the status of the project, project documentation, finances, schedule, and any issues that could affect project time, cost, or quality.
  3. Minutes: Construction Manager will record the meeting minutes.
  4. Reporting: Construction Manager will distribute minutes of the meeting to each party present and to parties who should have been present."

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. Schedule Submittal: The Prime Contractors shall each within ten (10) days after award of contract, prepare and submit to the CM for review a practicable construction schedule informing the CM, Designer of Record, and Owner of the order in which the Prime Contractor plans to carry out the Work contained in that Prime Contractor's scope of work within the stipulated overall duration of the project and within any stipulated milestone dates for the Project. Activities shall be broken down in sufficient detail to facilitate monitoring of the schedule on a weekly basis. This information shall be submitted to the CM electronically in format acceptable to the Owner and in hard copy. This information shall include activities, activity durations, manpower/crew size, material lead time, and key predecessors for each activity. In addition: the Contractor shall include all Milestones specified in the Contract Documents in the Contractor's project schedule.
- B. Payment: The Owner reserves the right to reduce or withhold payments due to Prime Contractor's failure to provide the schedule information described above within the time frames indicated and for all updating requirements specified herein.
- C. CM's Review: The CM's review of the Prime Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, milestones, and suitability for monitoring progress of the Work and shall not be construed as a representation that the CM has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- D. Format: The construction schedules shall be a detailed Critical Path Method schedule with both tabular and graphic activity information shown side-by-side. Prime Contractor shall show all activities necessary for the completion of the project broken down by building, area, floor, and trade. Schedule shall graphically indicate both activity bars and target bars for all activities. Indicate the following:
  1. Activity Number
  2. Activity Description
  3. Target Activity Duration
  4. Actual Activity Duration
  5. Remaining Activity Duration
  6. Percentage Complete
  7. Early Start
  8. Early Finish
  9. Late Start
  10. Late Finish

11. Target Start
12. Target Finish
13. Actual Start
14. Actual Finish
15. Milestones

E. Float:

1. Float time is not for the exclusive use or benefit of either Owner or Prime Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Additional Scheduling Requirements When Project is Multi-Prime:

1. If project involves work by more than one Prime Contractor, all Prime Contractors shall participate in data collection meetings with the CM immediately after contracts are awarded.
2. It is the responsibility of each Prime Contractor to provide meaningful input into the project construction schedule. Each Prime Contractor shall prepare a construction schedule of its work reflecting how they intend to perform their scope of work. The schedule must reflect the Prime Contractor's means and methods related to sequence and duration of their work. The schedule must show all work activities including submittal, approval and delivery of critical material and equipment with logic ties to the appropriate work tasks. Prime Contractors shall make CM aware of any external predecessor activities (activities related to permitting, work of other primes or owner, etc.) critical to the start or completion of their scope of work. It is the responsibility of each prime contractor to provide timely schedule update information to the pm for the update period.
3. Within 10 days after schedule information is received from all Prime Contractors, the Construction Manager will compile all Prime Contractors' schedule information into an Overall Project Schedule (OPS). This draft OPS will be distributed for review, comment, and content verification by all Prime Contractors. Within 5 days of issuance of draft OPS, each Prime Contractor shall provide written comments of their review to the Construction Manager.
4. The OPS will be added to each prime contract via zero dollar change order or a letter of acceptance executed by the Prime Contractor. The OPS will be used to measure the adequacy of each Prime Contractor's progress.

G. Updating Process:

1. Single-Prime Project: Prime Contractor shall update the schedule on a regular basis and provide a copy to the CM. An updated schedule shall be provided at minimum monthly with pay applications, unless requested more frequently by the CM. The Prime Contractor will update the schedule with remaining durations, actual start and finish dates, future planned work and any other information necessary to accurately reflect work already completed and work remaining. Any material changes to the schedule (durations, logic, etc.) shall be coordinated with the CM.
2. Multi-Prime Project: Prime Contractor shall attend regular Schedule Update Meetings to be scheduled and conducted by the CM. Each Prime Contractor shall bring to this meeting information regarding the previous period's project activities and activities planned for the next month. The CM will update the OPS with schedule information provided by each Prime Contractor including actual remaining durations, actual start and finish dates, and future planned work. Any changes to the OPS

shall be coordinated between Prime Contractors at this meeting. The CM will distribute the updated OPS to all Prime Contractors following the meeting.

- H. Recovery Plans: In the updating process if the Prime Contractor is found to be behind on critical path activities that could materially impact the overall completion of the Project. The Prime Contractor shall be required to produce and submit to the CM a "Recovery Schedule" outlining the efforts that the Prime Contractor will employ (i.e. additional shifts and/or manpower, overtime, etc.) to overcome the delays and bring the project back on schedule. This includes delays for any reason or cause such as; weather, rain, material delays, labor shortages, Owner stoppages, and all other possible reasons.
- I. Prime Contractor's critical path schedule shall include time contingency periods for weather conditions that are normal for the location of the Project for the applicable period of time.
- J. Distribution: Prime Contractor is responsible for distribution of copies of approved schedule to subcontractors and vendors/material suppliers with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.
- K. Contract Time: The work of the Prime Contractors shall progress and be completed in accordance with the Milestone Delivery Dates specified in Contract Documents and the Prime Contractor's construction schedule established after contract award.

### **3.04 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.
- C. Coordination Drawing Submittals: The Prime Contractor is responsible for the coordination of all work and is responsible for preparation of accurate coordination drawings. Prime Contractor shall prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities. Provide coordination drawings for the integration of the work in a timely manner, allowing sufficient time for review by the Designer of Record, so as not to delay the progress of work. Include information developed by the Prime Contractor during construction, and detailed information contained in related shop drawings or product data.
- D. Content: Project-specific information, drawn accurately to a scale that conveys the information in a legible form. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
  - 1. Indicate functional and spatial relationships of components of architectural structural, civil, mechanical, and electrical systems.
  - 2. Indicate required installation sequences.
- E. COORDINATION DRAWINGS
  - 1. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

- a. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
  - b. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  - c. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
  - d. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - e. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  - f. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  - g. Indicate required installation sequences.
  - h. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
2. Coordination Drawing Organization: Organize coordination drawings as follows:
  - a. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  - b. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - c. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - d. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - e. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - f. Mechanical and Plumbing Work: Show the following:
    - 1) Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - 2) Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - 3) Fire-rated enclosures around ductwork.
  - g. Electrical Work: Show the following:
    - 1) Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    - 2) Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    - 3) Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.

- 4) Location of pull boxes and junction boxes, dimensioned from column center lines.
- h. Fire-Protection System: Show the following:
  - 1) Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
  - i. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
  - j. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013000 "Administrative Requirements."
3. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - a. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  - b. File Preparation Format: Format and version acceptable to Architect and CM, operating in Microsoft Windows operating system.
  - c. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format or otherwise acceptable to Architect and CM
  - d. BIM File Incorporation: Construction Manager may incorporate Contractor's coordination drawing files into Building Information Model established for Project.
    - 1) Construction Manager may perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect.
    - e. Architect may furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
      - 1) Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
      - 2) Digital Data Software Program: Drawings are available in format to be specified by Architect.
      - 3) Contractor shall execute a data licensing agreement in the form to be specified by the Architect.

### **3.05 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.06 SUBMITTALS FOR INFORMATION**

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

### **3.07 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.08 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
  - 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- C. Documents for Information: Submit two copies.
- D. Extra Copies at Project Closeout: See Section 01 78 00.
- E. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.09 SUBMITTAL PROCEDURES**

- A. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Do not reproduce the Contract Documents to create shop drawings.
  - 3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. **Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.**
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

### **3.10 ARCHITECT'S ACTION**

- A. General: Architect will not review submittals that do not bear both the Construction Manager's and the Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. A-Action: Submittal has been reviewed and found to be acceptable.
  2. B-Action: Submittal has been reviewed and found acceptable with minor noted corrections.
  3. C-Action: Submittal has been reviewed and found to be unacceptable.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

### **3.11 REQUEST FOR INTERPRETATION (RFI) PROCEDURES**

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  1. RFIs shall originate with Prime Contractor. RFIs submitted by entities other than this will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Prime Contractor's work or work of subcontractors.
  3. RFI's shall be routed to the Designer of Record with copy to CM.
  4. Identify each page of attachments with the RFI number and sequential page number.

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
  2. Date.
  3. Name of Prime Contractor.
  4. Name of Construction Manager.
  5. Name of Designer of Record
  6. RFI number, numbered sequentially.
  7. Specification Section number and title and related paragraphs, as appropriate.
  8. Drawing number and detail references, as appropriate.
  9. Field dimensions and conditions, as appropriate.
  10. Prime Contractor's suggested solution(s). If Prime Contractor's solution(s) impact the Contract Time or the Contract Sum, Prime Contractor shall state impact in the RFI.
  11. Prime Contractor's signature.
- C. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
1. Supplementary drawings prepared by Prime Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- D. Electronic RFIs: All RFI's shall be submitted electronically via email using the form specified.
1. Form and Attachments shall be electronic files in Adobe Acrobat PDF format. Unless another format is agreed upon.
  2. Software-generated forms with the same content as indicated above will be accepted at the discretion of the Architect and CM.
- E. Designer of Record's Action: Designer of Record will review each RFI, determine action required, and return it. Designer of Record will prioritize responses to RFI's. Prime Contractor shall allow sufficient time for adequate review of RFIs by the Construction Manager and Designer of Record and be submitted in a timely manner so as not to delay the progress of the work. Designer of Record's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. Response Timeframe: Allow 10 working days for response for each RFI. RFIs received after 1:00 p.m. will be dated and considered as received the following working day.
  2. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Designer of Record's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
    - g. RFIs that are presented directly to Owner, Construction Manager, Architect's Consultant's or as otherwise not submitted directly to the Architect.
  3. Action may include a request for additional information, in which case time for response will start again.
  4. Action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Prime Contractor to submit Change Proposal according to contract modification procedures.

AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 12-04-15

- a. If Prime Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Construction Manager in writing within 10 days of receipt of the RFI response.
5. On receipt of Action, immediately distribute the RFI response to affected parties. Review response and notify Construction Manager within 5 days if Prime Contractor disagrees with response.

**END OF SECTION**

**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. References and standards.
- B. Quality assurance submittals.
- C. Mock-ups.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection services.
- G. Manufacturers' field services.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- G. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

**1.04 SUBMITTALS**

- A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

## 1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

## 1.06 TESTING AND INSPECTION AGENCIES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
  1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
  2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.

4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

## PART 3 EXECUTION

### 2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- H. The Contractor is responsible for protecting the work during construction. Stained, vandalized, or otherwise damaged work is not acceptable.
- I. Control System: The Prime Contractors shall each establish and maintain a system for documenting, monitoring, inspecting, verifying, and testing of the work and that of its subcontractors to ensure that all applicable requirements of the contract documents are met. The Prime Contractors shall be diligent to ensure that the quality of workmanship is satisfactory, that the installation meets all manufacturer requirements, that dimensional requirements are met, that defective materials are not used, and that all required protection and control and laboratory testing procedures are effected. Where specific testing procedures are not stipulated, the Prime Contractor shall establish and conduct a test procedure to ensure adherence to specified quality.
- J. Chain of Control: The Prime Contractors shall plan, coordinate, execute, and examine the work to ensure the complete, workmanlike, and warrantable installation of all materials in a system or element of the construction.
  1. The Prime Contractors shall plan, coordinate, execute, and examine the work to ensure that all underlying, substrate, or contiguous work is installed as required to meet the tolerances and requirements for the correct installation of subsequent work.
  2. It is the responsibility of the Prime Contractors to advise the Designer of Record no later than the submittal phase of any discrepancies in the requirements or tolerances of materials or components in a system or element of the construction.
- K. Execution Documentation: The documentation shall be by specification section or by system or element of the construction. The documentation shall be formatted in a comprehensive and collated manner to ensure ease of use and reference. A Table of Contents shall be provided. The Prime Contractor's system shall include, but is not limited to the following:
  1. Pre-Installation Conference: The following topics shall be reviewed:
    - a. Inspection and Testing requirements
    - b. Correct environmental conditions for execution of the work and protection of the completed installation.

- c. Schedule including required inspections
  - d. Requirements and tolerances of underlying, substrate, or contiguous work
  - e. Review of requirements to ensure an enforceable warranty
  - f. Manufacturers should be present whenever possible
  - 2. Specifications
  - 3. Submittals, Product Data, and Shop Drawings
  - 4. Test Results
  - 5. Manufacturer's Recommendations, Requirements, and Instructions
  - 6. Packaging labels from Materials where possible
  - 7. Periodic, dated photos of the work being performed and any other documentation that pertains to the warranty of the material or structure
  - 8. Samples of the material when reasonable
- L. Pre-Work Quality Control Meeting: The Prime Contractors shall each setup a meeting with the Awarding Authority, Designer of Record, CM, Project Superintendent, and all major trade Superintendents to review the Prime Contractor's proposed QA/QC system and requirements for compliance.
- M. Submittal of QA/QC Program:
- 1. The Prime Contractors shall each submit to Owner and CM for review their program format within 10 (ten) days after Notice to Proceed.
  - 2. Once work has begun, the QA/QC manual must be kept up-to-date and acceptable to Owner and CM prior to the current Pay Application being approved.
- N. Inspections: The Prime Contractors shall each make an initial inspection of each phase of work as soon as a representative portion has been completed, and the Prime Contractor shall make follow-up inspections as required, to ensure that an acceptable quality of work is established and maintained.
- 1. The Prime Contractors shall perform a pre-final inspection, prepare a punch list, and work off all items prior to A/E inspection. Prime Contractor shall provide copy of completed report, certifying it's completion to the Designer of Record and CM prior to the Designer of Record beginning his inspections.
  - 2. The Prime Contractor shall coordinate and plan inspections by the Designer of Record and Awarding Authority in a timely manner to ensure that all parties can be scheduled so as not to impede the flow of the work.
- O. Closeout: The documents generated through this process are to be turned in as part of the closeout documents.
- 1. Provide a list of following for all equipment including but not limited to the following:
    - a. Model Number
    - b. Serial Number
    - c. Description
    - d. Contract Document Reference
  - 2. Provide Filter and Belt list for each air handler

## 2.02 MOCK-UPS

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.
- E. Mock-ups: Mock-ups shall be used to judge workmanship, execution of details, and colors for all exterior material elements. No work shall be started on any of the exterior material elements until such time the mock-up is completed by the Prime Contractor, and accepted / approved by the Owner.
- F. A building envelope assembly mockup panel shall be constructed by the appropriate contractor in accordance with the Contract Documents. The mockup panel shall be constructed for approval of workmanship and final building envelope material approval and shall be built on site after the beginning of construction and prior to beginning the building envelope work. The materials used shall be provided by the project suppliers and shall represent the final product in all aspects. The panel shall be protected from construction operations, but shall remain in place and exposed to the elements until all building envelope work has been approved.
- G. A storefront/curtainwall glazing mockup panel shall be constructed by the appropriate contractor in accordance with the contract documents. The mockup panel shall be constructed for approval of the optical clarity of the glazing.

### **2.03 TOLERANCES**

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

### **2.04 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. The Contractor shall notify Auburn University when testing is to be performed and must report the results of testing immediately to Auburn University.
  6. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  7. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- G. Testing and Inspections: Prime Contractors shall each provide all testing and inspections specifically identified to be by each Prime Contractor in the Contract Documents. Owner shall provide all testing and inspections specifically identified to be by Owner in the Contract Documents. All testing and inspections not specifically identified to be by Prime Contractor or Owner, shall be provided by Prime Contractor at Prime Contractor's expense as it relates to its own scope of work.
- H. Roof Flood Testing: Prior to final inspection, the appropriate contractor shall conduct a flood test of the roof in the presence of the Designer and the University Project Lead to verify drainage.
- I. State Elevator Inspection: Appropriate contractor shall pay all fees and coordinate the inspection of the elevator system with the State Elevator Inspector. City of Auburn is not involved in elevator regulation on the Auburn University Campus.

## **2.05 MANUFACTURERS' FIELD SERVICES**

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

## **2.06 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

SECTION 01 41 00 This section was revised by Addendum No. 1

## STRUCTURAL TESTS AND SPECIAL INSPECTIONS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 SUMMARY

- A. This Section includes administrative and procedural requirements required for compliance with the International Building Code, Chapter 17, Structural Tests and Special Inspections.
- B. Structural testing and special inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve contractor of responsibility for compliance with other construction document requirements.
  1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the construction document requirements.
  3. Requirements for contractor to provide quality-assurance and -control services required by architect, owner, or authorities having jurisdiction are not limited by provisions of this section.
- C. The owner will engage one or more qualified special inspectors and / or testing agencies to conduct structural tests and special inspections specified in this section and related sections and as maybe specified in other divisions of these specifications.
- D. Related Sections include but are not limited to the following:
  1. 03300 CAST-IN-PLACE CONCRETE.
  2. 05120 STRUCTURAL STEEL.
  3. 05310 STEEL DECK.

#### 1.03 DEFINITIONS

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

/ or assembled by the contractor based on the Construction Documents.

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

## **1.04      QUALITY ASSURANCE**

- A. Testing Agency Qualifications:
  - 1. Minimum qualifications of inspection and testing agencies and their personnel shall comply with ASTM E329-03 Standard Specification for Agencies in the Testing and /or Inspection of Materials Used in Construction.
    - a. Inspectors and individuals performing tests shall be certified for the work being performed as outlined in the appendix of the ASTM E329. Certification by organizations other than those listed must be submitted to the building official for consideration before proceeding with work.
    - b. In addition to these requirements, local jurisdiction may have additional requirements. It is the responsibility of the testing and inspection agencies to meet local requirements and comply with local procedures.

## **1.05      CONFLICTING REQUIREMENTS, REPORTS, AND TEST RESULTS**

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the registered design professional in responsible charge for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the registered design profession in responsible charge for a decision

before proceeding.

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

#### **1.06 SUBMITTALS BY SPECIAL INSPECTOR AND / OR TESTING AGENCY**

- A. Special inspectors shall keep and distribute records of inspections. The special inspector shall furnish inspection reports to the building official, and to the registered design professional in responsible charge, contractor, architect, and owner. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant and the building official prior to the start of work.
  - 1. Special inspection reports and test results shall include, but not be limited to, the following:
    - a. Date of inspection.
    - b. Description of inspections or tests performed including location (reference grid lines, floors, elevations, etc.).
    - c. Statement noting that the work, material, and / or product conforms or does not conform to the construction document requirements.
      - 1) Name and signature of contractor's representative who was notified of work, material, and / or products that do not meet the construction document requirements.
    - d. Name and signature of special inspector and / or testing agency representative performing the work.
- B. Schedule of Non-Compliant Work: Each agent shall maintain a log of work that does not meet the requirements of the construction documents. Include reference to original inspection / test report and subsequent dates of re-inspection / retesting.
- C. Reports and tests shall be submitted within 1 week of inspection or test. Schedule of Non-Compliant Work shall be updated daily and submitted at monthly intervals.
- D. Final Report of Special Inspections. Submitted by each agent listed in the schedule of
- E. Structural Testing and Special Inspections.

#### **PART 2 - PRODUCTS (not used)**

#### **PART 3 - EXECUTION**

##### **3.01 CONTRACTOR'S RESPONSIBILITY**

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

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

### **3.02 STRUCTURAL OBSERVATIONS**

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

### **3.03 TESTING AND INSPECTION**

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

## **PART 4 - SCHEDULE (SEE DRAWING S1.3) AND FORMS (ATTACHED)**

### **4.01 STATEMENT OF SPECIAL INSPECTIONS.**

### **4.02 FINAL REPORT OF SPECIAL INSPECTIONS.**

**END OF SECTION**

# STATEMENT OF SPECIAL INSPECTIONS

Project: New Kinesiology Facility – Auburn University

Project Address:

Permit Applicant:

Applicant Address:

Owner:

Owner Address:

## Registered Design Professionals (RDP):

Architect: Infinity Architecture

Geotechnical Engineer: Bhate Geosciences Corporation

Structural Engineer: LBYD

Mechanical Engineer: Conway-Owen

Electrical Engineer: Conway-Owen

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

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

Maximum frequency of interim report submittals shall not be less than 2 weeks.

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

Owner's Acknowledgement:

Signature

Date

Building Official's Acceptance:

Signature

Date

Permit No.

Frequency of interim report submittals to building official:

# FINAL REPORT OF SPECIAL INSPECTIONS

Project: New Kinesiology Facility - Auburn University

Project Address:

Testing / Inspection Agent:

Testing / Inspection Agent Address:

Scope of Testing / Inspections:

(To be completed by Testing / Inspection Agent)

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

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

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

Prepared By:

Type or print name

Signature

Date

Special Inspector's Seal

(Licensed Professional Engineer)

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.
- H. Field offices.

**1.02 REFERENCE STANDARDS**

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

**1.03 TEMPORARY UTILITIES**

- A. Owner will provide the following:
  - 1. Electrical power and metering, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities and temporary meters. Temporary meter(s) shall be furnished by Owner and installed by Contractor.
- B. Each contractor shall provide all electrical power, lighting, water, heating and cooling, and ventilation required for its own construction purposes. Consumption/use charges by Owner.
- C. New permanent facilities may be used.

**1.04 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
  - 2. Internet Connections: Minimum of one; DSL modem or faster.
  - 3. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.

**1.05 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

#### **1.06 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.07 FENCING**

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

#### **1.08 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### **1.09 SECURITY**

- A. Provide security and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft.

#### **1.10 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. All Contractor vehicles must park within the designated fenced construction limits as indicated on the drawings. All personal vehicles must park within the fenced construction area, or as otherwise defined at the Pre-Bid Conference. Shuttle provisions for each Contractor's employees are the responsibility of each Contractor.
- F. A temporary parking permit, must be obtained for each unmarked vehicle which enters and/or parks on the campus. One representative from the Construction Manager will be authorized to obtain permits for this project.
- G. All vehicles, either company or personal, operating on the University campus must comply with the rules, regulations and directives of the University Department of Public Safety.

#### **1.11 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### **1.12 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction indicated on Drawings.
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner permission except those required by law.

#### **1.13 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

#### **1.14 MOISTURE AND MOLD CONTROL**

- A. Moisture Protection Plan: Prior to commencement of work on site, Prime Contractors shall submit a Moisture-Protection Plan describing procedures and controls for protecting materials and construction from water absorption and damage.
  1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  1. Protect porous materials from water damage.
  2. Protect stored and installed material from flowing or standing water.
  3. Keep porous and organic materials from coming into prolonged contact with concrete.
  4. Remove standing water from decks.
  5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Periodically collect and remove waste containing cellulose or other organic matter.
  4. Discard or replace water-damaged material.
  5. Do not install material that is wet.
  6. Discard, replace, or clean stored or installed material that begins to grow mold.
  7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

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

## 1.15 EQUIPMENT

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

## 1.16 SEVERE WEATHER PROCEDURES

- A. General Requirements:
  1. Purpose: The purpose of these procedures is to establish safe work practices while preparing for and during severe weather conditions. The Prime Contractor shall participate in the Severe Weather Procedures and shall provide incidental labor, materials and equipment as may be required to properly secure, protect and to safeguard the building, the public, and their employees in the event of severe weather. The Prime Contractor shall be responsible for securing/protecting all components within their scope of work. If the Prime Contractor fails to act in a timely manner to provide such protection then the owner shall reserve the right to act on their behalf and provide the protection at the Prime Contractor's expense.

2. Responsibilities: All Prime Contractors shall follow this procedure to ensure the successful protection of employees from known or potential hazards by:
  - a. Identifying hazards.
  - b. Providing materials to erect barriers.
  - c. Training employees on barrier identification and restrictions.
  - d. Ensuring barriers are maintained correctly.
  - e. Enforcing the requirements of the procedures.
  - f. Employees - learn and follow these procedures.
  - g. Provide telephone numbers of where you can be contacted following the storm.
- B. Severe Weather Procedures:
  1. All employees will be instructed to follow weather advisories as received. If weather advisories indicate thunderstorms and lightning near the work area, all outdoor work activities will cease. The following general guidelines shall be followed for severe weather:
    - a. Electrical work shall not be performed during an electrical storm advisory.
    - b. Hoisting and lifting operations shall not be permitted during an electrical storm advisory.
    - c. All employees will comply with evacuation orders when given during storm warnings and other events.
- C. Hurricane Procedures:
  1. The following are the general guidelines for hurricane conditions. These procedures can and will be modified to meet the specific needs of certain situations as they may arise.
    - a. If weather advisories indicate the threat of a Hurricane, the following conditions shall be acknowledged with the appropriate actions as defined below.
      - 1) Condition IV - Within 72 hours of arrival, and possible moving toward Job Site. General readiness imposed. Brief personnel. Review checklists. Consider possible shut down of extended operations. Start clean up and tie down. Plan next condition.
      - 2) Condition III - Within 48 hours of arrival. Intensify clean up and tie down short of shutdown. Evaluate starting some Condition II activities.
      - 3) Condition II - Within 24 hours of arrival. Complete all clean-up and tie-down short of shutdown.
      - 4) Condition I - Within 12 hours of arrival. Shutdown all activities. Complete all items above. Ensure complete evacuation of site and office.
      - 5) Post Hurricane - Address situation. Establish positive schedule for returning to normal operations as quickly as possible.
    - b. Hurricane preparations shall result in all materials, (new and scrap) subject to becoming projectiles by high wind, being tied down. Remove all trash subject to displacement by high wind. Trailers should be securely tied down. Prior to leaving the jobsite, turn off all electrical power.
    - c. During all of the above conditions, it is imperative that all direction issued by the appropriate authorities, verbal or otherwise, be followed explicitly.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 INSTALLATION OF TEMPORARY FACILITIES

- A. General: Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance. Coordinate all placements with the Construction Manager.
2. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- B. Temporary Utilities: Make connection to Owner's existing facilities and install temporary services. Coordinate with Owner and make site inspections as necessary to fully ascertain requirements. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  1. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Clean and maintain water service facilities in a condition acceptable to Owner. Prior to Substantial Completion, restore these facilities to condition existing before initial use.
  2. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Install electric power service underground unless otherwise indicated.
- C. Temporary Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system and shall meet OSHA minimum illumination requirements.
  2. Install lighting for Project identification sign.
- D. Temporary Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  2. Prepare subgrade and install sub-base and base for temporary roads and paved areas.
  3. Recondition base after temporary use, including removing contaminated material, regrading, proof-rolling, compacting, and testing.
- E. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
  3. City Road Improvement Coordination: Prime Contractor shall be responsible for coordination with City Road Improvements when applicable.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
- I. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### **3.02 MAINTENANCE AND REMOVAL OF TEMPORARY FACILITIES**

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

**END OF SECTION**



**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Document 00 21 13 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
  - 1. Made outside the United States, its territories, Canada, or Mexico.
  - 2. Made using or containing CFC's or HCFC's.
  - 3. Made of wood from newly cut old growth timber.
  - 4. Containing lead, cadmium, asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 2. Have longer documented life span under normal use.
  - 3. Result in less construction waste.
  - 4. Are made of vegetable materials that are rapidly renewable.
  - 5. Are made of recycled materials.

## **2.02 PRODUCT OPTIONS**

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

## **2.03 MAINTENANCE MATERIALS**

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

## **PART 3 EXECUTION**

### **3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period and the documents required. Comply with requirements specified in Section 00 21 13.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure (after contract award):
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**



**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- E. Section 07 84 00 - Firestopping.

**1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.

**EXECUTION AND CLOSEOUT REQUIREMENTS**

5. Work of Owner or separate Contractor.

#### **1.05 QUALIFICATIONS**

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

#### **1.06 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### **1.07 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.

- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## PART 2 PRODUCTS

### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### 3.02 PREPARATION

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

### 3.03 PREINSTALLATION MEETINGS

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

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  2. Grid or axis for structures.
  3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

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

### **3.06 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as shown.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  1. Remove items indicated on drawings.
  2. Relocate items indicated on drawings.

3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

### **3.07 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.

- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.08 PROGRESS CLEANING**

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

### **3.09 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

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

### **3.10 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

### **3.12 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.13 FINAL CLEANING**

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.

- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

### **3.14 CLOSEOUT PROCEDURES**

- A. The Prime Contractor shall begin the close-out process 90 days prior to substantial completion."Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Construction Manager on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
  - 1. Prime Contractor's Correction Punch List: Prior to Substantial Completion, the Prime Contractor shall inspect the Work and prepare a list of minor items to be completed and corrected (punch items) and shall diligently and promptly proceed with completion and correction of these items prior to requesting inspection by the Architect to determine Substantial Completion. The Prime Contractor shall submit the completed Punch List together with the request to the Architect for inspection.
    - a. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Prime Contractor that are outside the limits of construction. Use CSI Form 14.1A.
    - b. Organize list of spaces in sequential order, starting by building with exterior areas first and proceeding from lowest floor to highest floor.

- c. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- d. Include the following information at the top of each page:
  - 1) Project name.
  - 2) Date.
  - 3) Name of Architect and Construction Manager
  - 4) Name of Prime Contractor.
  - 5) Page number.
  - 6) Submit list of incomplete items in the following format:
    - (a) MS Excel electronic file. Architect will return annotated file.
- 2. Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - a. Advise Owner of pending insurance changeover requirements.
  - b. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - c. Complete startup and testing of systems and equipment.
  - d. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - e. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings required by the Contract Documents.
  - f. Advise Owner of changeover in heat and other utilities.
  - g. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - h. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - i. Complete final cleaning requirements, including touchup painting.
  - j. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### **3.15 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.

AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 12-04-15

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

**END OF SECTION**

EXECUTION AND CLOSEOUT REQUIREMENTS  
01 70 00 - 10

**SECTION 01 78 00**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Construction Manager. Label with manufacturer's name and model number where applicable.
  1. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
- E. Submit test/adjust/balance records.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. RFI's.
  - 6. Test Reports.
  - 7. Field Observation Reports.
  - 8. Reviewed shop drawings, product data, and samples.
  - 9. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.
- G. Fire Protection Record Documents: Fire protection contractor to submit final approved sprinkler shop drawings and hydraulic calculations to the University Project Lead.
  - 1. Two weeks prior to final inspection the Contractor shall deliver two (2) copies of the final up-dated operating and maintenance manual to the University Project Lead.
  - 2. The manual shall be up-dated to include any information necessary by shop drawing approval. The manual should include any information for testing, repair, trouble shooting, assembly, disassembly, and recommended maintenance intervals. Manuals shall be furnished in loose-leaf binder or manufacturer's standard binder.
  - 3. Two (2) copies of "as-built" drawings and two (2) sets of CD discs, containing software back up and CAD based drawings, shall be submitted two weeks prior to final inspection.
  - 4. The drawings shall include complete wiring diagrams showing connections between devices and equipment, both factory and field wired.
  - 5. Include a riser diagram and drawings showing the as-built location of devices and equipment.
  - 6. The drawings shall show the system as installed, including deviations from both the project drawings and the approved shop drawings.

### 3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

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

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Operation and maintenance data.
    - c. Field quality control data.
    - d. Photocopies of warranties and bonds.
- K. Provide Operation and Maintenance Manuals in both paper and electronic copy similar to the Project Record Documents.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

**SECTION 01 91 13**  
**GENERAL COMMISSIONING REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
  1. Verify that the work is installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
  2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
  3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
  4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.
- C. The Commissioning Authority is employed by Owner.

**1.02 SCOPE OF COMMISSIONING**

- A. The following are to be commissioned:
- B. Plumbing Systems:
  1. Water heaters.
  2. Booster pumps.
  3. Medical gas systems.
- C. HVAC System, including:
  1. Major and minor equipment items.
  2. Piping systems and equipment.
  3. Ductwork and accessories.
  4. Terminal units.
  5. Control system.
  6. Variable frequency drives.
- D. Special Ventilation:
  1. Fume hoods.
  2. Laboratory pressurization.
  3. Specialty fans.
  4. Egress pressurization.
- E. Electrical Systems:
  1. Power quality.
  2. Emergency power systems.
  3. Lighting controls other than manual switches.

- F. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

### **1.03 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: General startup requirements.
- B. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

### **1.04 REFERENCE STANDARDS**

- A. PECI (Samples) - Sample Forms for Prefunctional Checklists and Functional Performance Tests; Portland Energy Conservation, Inc.; located at <http://www.peci.org/library/mcpgs.htm>; current edition.

### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
  1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by Architect; in that case, submit to Architect first.
  2. Submit one copy to the Commissioning Authority, not to be returned.
  3. Make commissioning submittals on time schedule specified by Commissioning Authority.
  4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of Prefunctional Checklists or Functional Test requirements; submit in editable electronic format, Microsoft Word 2010 preferred.
  5. As soon as possible after submittals made to Architect are approved, submit copy of approved submittal to the Commissioning Authority.
- B. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.
- C. Product Data: If submittals to Architect do not include the following, submit copies as soon as possible:
  1. Manufacturer's product data, cut sheets, and shop drawings.
  2. Manufacturer's installation instructions.
  3. Startup, operating, and troubleshooting procedures.
  4. Fan and pump curves.
  5. Factory test reports.
  6. Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.
- D. Startup Plans and Reports.
- E. Completed Prefunctional Checklists.

## **PART 2 PRODUCTS**

### **2.01 TEST EQUIPMENT**

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:

1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
  2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
  3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.
- C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.
- D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
  1. Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of Owner.

### PART 3 EXECUTION

#### 3.01 COMMISSIONING PLAN

- A. Commissioning Authority has prepared the Commissioning Plan.
  1. Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
  2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.
- B. Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
  1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.
  2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
  3. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
  4. Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

#### 3.02 STARTUP PLANS AND REPORTS

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

#### 3.03 PREFUNCTIONAL CHECKLISTS

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.

1. No sampling of identical or near-identical items is allowed.
  2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
  3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
    - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
    - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
    - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
    - d. Serial number of installed unit.
    - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
    - f. Sensor and actuator calibration information.
  4. Samples of Prefunctional Checklist forms that indicate anticipated level of detail can be found at <http://www.peci.org/library/mcpgs.htm>.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
  2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
  3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
  4. If any Checklist line item is not relevant, record reasons on the form.
  5. Contractor may independently perform startup inspections and/or tests, at his option.
  6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
  7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Commissioning Authority is responsible for furnishing the Prefunctional Checklists to Contractor.
1. Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in the Contract Documents.
  2. Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
  3. Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in the Contract Documents or not.
  4. When asked to review the proposed Checklists, do so in a timely manner.
- D. Commissioning Authority Witnessing: Required for:
1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
  2. A sampling of non-primary equipment, as allowed by the commissioning plan.

- E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

### **3.04 FUNCTIONAL TESTS**

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.
- C. BAS Manufacturer's Field Services: Contractors shall be responsible for the initial controls testing prior to commissioning by Auburn University. All aspects of the system shall be correct in functionality before commencement of commissioning. Commissioning will be performed by Auburn University, Contractors, BAS Contractor, Construction Administration Engineer, and Commissioning Agent.
- D. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- E. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
  1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents or does not perform properly.
  2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
  3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
  4. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
  5. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.
- F. Functional Test Procedures:
  1. Some test procedures are included in the Contract Documents; where Functional Test procedures are not included in the Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
  2. Examples of Functional Testing:
    - a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).

- b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
  - c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
  - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
  - 3. Samples of Functional Test forms that indicate anticipated level of detail can be found at <http://www.peci.org/library/mcpgs.htm>.
- G. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

### 3.05 SENSOR AND ACTUATOR CALIBRATION

- A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gages, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.
- B. Calibrate using the methods described below; alternate methods may be used, if approved by Commissioning Authority and Owner beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Prefunctional Checklist or other suitable forms, documenting initial, intermediate and final results.
- C. All Sensors:
  1. Verify that sensor location is appropriate and away from potential causes of erratic operation.
  2. Verify that sensors with shielded cable are grounded only at one end.
  3. For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
  4. Tolerances for critical applications may be tighter.
- D. Sensors Without Transmitters - Standard Application:
  1. Make a reading with a calibrated test instrument within 6 inches of the site sensor.
  2. Verify that the sensor reading, via the permanent thermostat, gage or building automation system, is within the tolerances in the table below of the instrument-measured value.
  3. If not, install offset, calibrate or replace sensor.
- E. Sensors With Transmitters - Standard Application.
  1. Disconnect sensor.
  2. Connect a signal generator in place of sensor.
  3. Connect ammeter in series between transmitter and building automation system control panel.
  4. Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
  5. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
  6. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
  7. Record all values and recalibrate controller as necessary to conform with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
  8. Reconnect sensor.

9. Make a reading with a calibrated test instrument within 6 inches of the site sensor.
  10. Verify that the sensor reading, via the permanent thermostat, gage or building automation system, is within the tolerances in the table below of the instrument-measured value.
  11. If not, replace sensor and repeat.
  12. For pressure sensors, perform a similar process with a suitable signal generator.
- F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:
1. Watthour, Voltage, Amperage: 1 percent of design.
  2. Pressure, Air, Water, Gas: 3 percent of design.
  3. Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F.
  4. Relative Humidity: 4 percent of design.
  5. Barometric Pressure: 0.1 inch of Hg.
  6. Flow Rate, Air: 10 percent of design.
  7. Flow Rate, Water: 4 percent of design.
  8. AHU Wet Bulb and Dew Point: 2.0 degrees F.
- G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.
- H. Valve/Damper Stroke Setup and Check:
1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
  2. Set pump/fan to normal operating mode.
  3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
  4. Command valve/damper to open; verify position is full open and adjust output signal as required.
  5. Command valve/damper to a few intermediate positions.
  6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.
1. With full pressure in the system, command valve closed.
  2. Use an ultra-sonic flow meter to detect flow or leakage.

### **3.06 TEST PROCEDURES - GENERAL**

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
- C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
  1. Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
  2. Sampling is not allowed for:
    - a. Major equipment.
    - b. Life-safety-critical equipment.

- c. Prefunctional Checklist execution.
- 3. XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
- 4. YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
- 5. Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
- 6. If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
- 7. If YY percent of the units in the second sample fail, test all remaining identical units.
- 8. If frequent failures occur, resulting in more troubleshooting than testing, the Commissioning Authority may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.
- D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").
- E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
- F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
- G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
- H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
- I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
  - 1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
  - 2. Other points will be monitored by the Commissioning Authority using dataloggers.
  - 3. At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
  - 4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
  - 5. Graphical output is desirable and is required for all output if the system can produce it.
  - 6. Monitoring may be used to augment manual testing.

### **3.07 OPERATION AND MAINTENANCE MANUALS**

- A. See Section 01 78 00 - Closeout Submittals for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.

AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 12-04-15

D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

**END OF SECTION**



**SECTION 03 30 00** This section was revised by Addendum No. 1

**CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
1. Footings.
  2. Foundation walls.
  3. Slabs-on-grade.
  4. Suspended slabs.
  5. Building walls.
- B. Related Sections include the following:
1. Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.
  2. Division 2 Section "Cement Concrete Pavement" for concrete pavement and walks.
  3. Section 03 35 11 "Polished Concrete Floor Finishes" for polished concrete floors.

**1.03 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

**1.04 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Samples: For waterstops, vapor retarder.
- E. Welding certificates.
- F. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.
  2. Admixtures.
  3. Form materials and form-release agents.
  4. Steel reinforcement and accessories.

- 5. Waterstops.
  - 6. Curing compounds.
  - 7. Floor and slab treatments.
  - 8. Bonding agents.
  - 9. Adhesives.
  - 10. Vapor retarders.
  - 11. Semirigid joint filler.
  - 12. Joint-filler strips.
  - 13. Repair materials.
- G. Floor surface flatness and levelness measurements to determine compliance with specified tolerances.
- H. Field quality-control test and inspection reports.
- I. LEED Submittals:
- 1. Product Data for Credit MR 4.1 and Credit MR 4.2: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content.
    - a. Include statement indicating costs for each product having recycled content.

## **1.05    QUALITY ASSURANCE**

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete."
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
  - 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials.

- require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
- a. Contractor's superintendent.
  - b. Independent testing agency responsible for concrete design mixtures.
  - c. Ready-mix concrete manufacturer.
  - d. Concrete subcontractor.
2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, vapor-retarder installation, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### **2.02 FORM-FACING MATERIALS**

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  1. Plywood, metal, or other approved panel materials.
  2. Exterior-grade plywood panels, suitable for concrete forms
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair

subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
  2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.

## 2.03 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 82, as drawn, galvanized.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

## 2.04 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

## 2.05 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  1. Portland Cement: ASTM C 150, Type I:
    - a. Fly Ash: ASTM C 618, Class C, F.
  2. For the portion of concrete on the drawings that will be polished, use Type 1 Portland cement according to ASTM C 150. Do not use any supplementary cementitious products in the mix for polished concrete areas.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. provide aggregates from a single source.
  1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
  2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
  3. For the portion of concrete on the drawings that will be polished, use a uniformly graded mix of not less than 3 aggregate sizes (3/4" nominal, 1/2" nominal and 3/8" nominal).
- C. Water: ASTM C 94/C 94M and potable.
- D. For the portion of concrete on the drawings that will be polished, each mix ingredient should be from the same source, from the same respective batch, and each delivered to the concrete producer in one delivery.

## 2.06 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not intentionally contribute water-soluble chloride ions. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

## 2.07 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
  - 1. Manufacturers:
    - a. Greenstreak.
    - b. Progress Unlimited, Inc.
    - c. Williams Products, Inc.
- B. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
  - 1. Manufacturers:
    - a. Bometals, Inc.
    - b. Greenstreak.
    - c. Meadows, W. R., Inc.
    - d. Murphy, Paul Plastics Co.
    - e. Progress Unlimited, Inc.
    - f. Tamms Industries, Inc.
    - g. Vinylex Corp.
- C. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.
  - 1. Products:
    - a. Deneef Construction Chemicals; Swellseal.
    - b. Greenstreak; Hydrotite.
    - c. Mitsubishi International Corporation; Adeka Ultra Seal.
    - d. Progress Unlimited, Inc.; Superstop.

## 2.08 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
  - 1. Products:
    - a. Fortifiber Corporation; Moistop Ultra A.
    - b. Raven Industries Inc.; Vapor Block 15.
    - c. Reef Industries, Inc.; Griffolyn Type-65G.
- B. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397,

not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

1. Available Products:

- a. Fortifiber Corporation; Moistop Plus.
- b. Raven Industries Inc.; Dura Skrim 6.
- c. Reef Industries, Inc.; Griffolyn Type-65.
- d. Stego Industries, LLC; Stego Wrap, 10 mils.

C. Bituminous Vapor Retarder: 110-mil- thick, semiflexible, 7-ply sheet membrane consisting of reinforced core and carrier sheet with fortified asphalt layers, protective weathercoating, and removable plastic release liner. Furnish manufacturer's accessories including bonding asphalt, pointing mastics, and self-adhering joint tape.

1. Product: Meadows, W. R., Inc.; Premoulded Membrane Vapor Seal.
2. Water-Vapor Permeance: 0.00 grains/h x sq. ft. x inches Hg ; ASTM E 154.
3. Tensile Strength: 140 lbf/in.; ASTM E 154.
4. Puncture Resistance: 90 lbf ; ASTM E 154.

D. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

E. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a 3/8-inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

## 2.09 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
1. Products:
    - a. Axim Concrete Technologies; Cimfilm.
    - b. Burke by Edoco; BurkeFilm.
    - c. ChemMasters; Spray-Film.
    - d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
    - e. Dayton Superior Corporation; Sure Film.
    - f. Euclid Chemical Company; Eucobar.
    - g. Kaufman Products, Inc.; Vapor Aid.
    - h. Lambert Corporation; Lambco Skin.
    - i. L&M Construction Chemicals, Inc.; E-Con.
    - j. MBT Protection and Repair, Div. of ChemRex; Confilm.
    - k. Meadows, W. R., Inc.; Sealtight Evapre.
    - l. Metalcrete Industries; Waterhold.
    - m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
    - n. Sika Corporation, Inc.; SikaFilm.
    - o. Symons Corporation, a Dayton Superior Company; Finishing Aid.
    - p. Unitex; Pro-Film.
    - q. US Mix Products Company; US Spec Monofilm ER.
    - r. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
  - 1. Products:
    - a. Burke by Edoco; Spartan Cote WB II 20 Percent.
    - b. ChemMasters; Safe-Cure Clear.
    - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; High Seal.
    - d. Dayton Superior Corporation; Safe Cure and Seal (J-19).
    - e. Euclid Chemical Company (The); Diamond Clear VOX.
    - f. Kaufman Products, Inc.; SureCure Emulsion.
    - g. Lambert Corporation; Glazecote Sealer-20.
    - h. L&M Construction Chemicals, Inc.; Dress & Seal WB.
    - i. MBT Protection and Repair, Div. of ChemRex; MasterKure-N-Seal VOC.
    - j. Meadows, W. R., Inc.; Vocomp-20.
    - k. Metalcrete Industries; Metcure 0800.
    - l. Nox-Crete Products Group, Kinsman Corporation; Cure & Seal 200E.
    - m. Sonneborn, Div. of ChemRex; Kure-N-Seal.
    - n. Symons Corporation, a Dayton Superior Company; Cure & Seal 18 Percent E.
    - o. Tamms Industries, Inc.; Clearseal WB STD.
    - p. Unitex; Hydro Seal 18.
    - q. US Mix Products Company; US Spec Radiance UV-25
    - r. Vexcon Chemicals, Inc.; Starseal 0800.
- F. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
  - 1. Products:
    - a. Burke by Edoco; Cureseal 1315.
    - b. ChemMasters; Spray-Cure & Seal Plus.
    - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Sealcure 1315.
    - d. Dayton Superior Corporation; Day-Chem Cure and Seal (J-22UV).
    - e. Euclid Chemical Company ; Super Diamond Clear.
    - f. Kaufman Products, Inc.; Sure Cure 25.
    - g. Lambert Corporation; UV Super Seal.
    - h. L&M Construction Chemicals, Inc.; Lumiseal Plus.
    - i. Meadows, W. R., Inc.; CS-309/30.
    - j. Metalcrete Industries; Seal N Kure 0.
    - k. Sonneborn, Div. of ChemRex; Kure-N-Seal 5.
    - l. Tamms Industries, Inc.; LusterSeal 300.
    - m. Unitex; Solvent Seal 1315.
    - n. US Mix Products Company; US Spec CS-25
    - o. Vexcon Chemicals, Inc.; Certi-Vex AC 1315

- G. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
1. Products:
    - a. Burke by Edoco; Cureseal 1315 WB.
    - b. ChemMasters; Polyseal WB.
    - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Sealcure 1315 WB.
    - d. Euclid Chemical Company; Super Diamond Clear VOX.
    - e. Kaufman Products, Inc.; Sure Cure 25 Emulsion.
    - f. Lambert Corporation; UV Safe Seal.
    - g. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
    - h. Meadows, W. R., Inc.; Vocomp-30.
    - i. Metalcrete Industries; Metcure 30.
    - j. Symons Corporation, a Dayton Superior Company; Cure & Seal 31 Percent E.
    - k. Tamms Industries, Inc.; LusterSeal WB 300.
    - l. Unitex; Hydro Seal 25.
    - m. US Mix Products Company; US Spec Radiance UV-25.
    - n. Vexcon Chemicals, Inc.; Vexcon Starseal 1315.

## **2.10 RELATED MATERIALS**

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  1. Types I and II, non-load bearing IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.0217-inch- thick, galvanized steel sheet. temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

## **2.11 REPAIR MATERIALS**

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
  1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as

- recommended by underlayment manufacturer.
- 4. Compressive Strength: Not less than 4100 psi (29 MPa) at 28 days when tested according to ASTM C 109/C 109M.
  - B. Repair Overlay: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
    - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
    - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
    - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
    - 4. Compressive Strength: Not less than 5000 psi (34.5 MPa) at 28 days when tested according to ASTM C 109/C 109M.

## **2.12 CONCRETE MIXTURES, GENERAL**

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 25 percent.
  - 2. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 0.15 0.30 1.00 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
- E. For polished concrete areas:
  - 1. The slump at the point of discharge shall be 5 inches, plus or minus 1 inch.
  - 2. Do not air-entrain the portion of concrete indicated on the drawings that will be polished.

## **2.13 FABRICATING REINFORCEMENT**

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## **2.14 CONCRETE MIXING**

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F reduce mixing and delivery time to 60 minutes.
  - 2. During batching, the incoming material consistency should be monitored and controlled for the portion of concrete on the drawings that will be polished.

## PART 3 - EXECUTION

### 3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  1. Install keyways, reglets, recesses, and the like, for easy removal.
  2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
  2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  3. Install dovetail anchor slots in concrete structures as indicated.

### **3.03 REMOVING AND REUSING FORMS**

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### **3.04 VAPOR RETARDERS**

- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Bituminous Vapor Retarders: Place, protect, and repair vapor retarders according to manufacturer's written instructions.
- C. Granular Course: granular fill fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 3/4 inch.
  - 1. Place and compact a 1/2-inch thick layer of fine-graded granular material over granular fill.

### **3.05 STEEL REINFORCEMENT**

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
  - 1. Weld reinforcing bars according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.06 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches, into concrete.
  - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
  - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  - 5. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
  - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
  - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
  - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.07 WATERSTOP

- A. Flexible Waterstops: Install in construction joints and at other joints indicated

to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.

- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

### 3.08 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
  1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Scree slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the

- temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. keep subgrade uniformly moist without standing water, soft spots, or dry areas.

### **3.09 FINISHING FORMED SURFACES**

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
  1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### **3.10 FINISHING FLOORS AND SLABS**

- A. General: Comply with ACI 302.1R recommendations for screeding, straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.
  1. Apply scratch finish to surfaces to receive concrete floor toppings.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Straighten, cut down high spots, and fill low spots. Repeat float passes and straightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces indicated to receive trowel finish.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restrengthen until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
    - a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
    - b. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 15; for suspended slabs.
  3. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot-long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
  1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
  1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- G. Slip-Resistive Finish: Before final floating, apply slip-resistive aggregate finish where indicated and to concrete stair treads, platforms, and ramps. Apply according to manufacturer's written instructions.
- H. For portion of concrete indicated on the drawings that will be polished, comply with the following:
  1. After placement of the concrete mix, strike off surface using a laser screed, the bull float at 90 degrees to the screed pull direction, vibrate and consolidate, and level to specified elevation. A 10 foot check rod is recommended; however, if not available bull floats shall be 8 feet long: smaller bull floats may be used on sloping surfaces.
  2. When placing concrete mix at edges, use a 36 inch long metal or wood edged screed and run parallel with the formwork or edge after the initial screeding and before floating. Hand floating shall be parallel to the edge and performed in 24 inch increments to avoid lifting or depressing the surface. Avoid pulling excessive amounts of the concrete mix to the edges by either not using hand tools more than 24 inches from the edge, or floating in a fan direction.
  3. When little or no bleed water is present and concrete mix has sufficiently hardened to support finishing equipment without causing imperfections in the surface, begin

machine floating using pans and make two passes.

4. To improve the possibility of achieving the specified flatness/levelness requirements, check and re-straighten if necessary using a 10 foot or longer highway straight edge or bump cutter.
5. When machine floating edges, use pans and overrun the formed edge by 5 inches. For both walk-behind and riding equipment, make the first pass along the edge with the left side, or cutting side, of the equipment to pull down high spots of the surface. Make a second pass along the edge with the right side, or filling side, of the equipment to fill low spots in the surface.
6. Steel trowel the surface in three passes without burning the surface or burning the aggregate (plastic trowel blades will prevent burning and the aggregate).
7. Lightly hand or machine tool edges construction joints and exercise care that edges are not depressed or chattered along bulkheads, formed edges, columns, and pipe penetrations.
8. Do not dust the finished surface with dry Portland cement or sand to accelerate curing and drying.
9. Finish surfaces to the specified overall values of flatness. F(F) 50, and of levelness, F(L) 30; with minimum local values of flatness, F(F) 35; and of levelness, F(L) 20. The floor flatness and levelness shall be tested within 8 hours after completion of the final troweling operation according to ASTM E1155.

### **3.11 MISCELLANEOUS CONCRETE ITEMS**

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screeed, tamp, and trowel-finish concrete surfaces.

### **3.12 CONCRETE PROTECTING AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist

- cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
  4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.
  5. For portion of concrete indicated on the drawings that will be polished, comply with the following:
    - a. Provide evaporation control and wet curing concrete slabs according to ACI 308R-01 without the use of topically applied curing compounds.
    - b. Densifiers and hardeners shall not be applied to the concrete.

### 3.13 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  1. Defer joint filling until concrete has aged at least one six month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints;

leave contact faces of joint clean and dry.

- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### **3.14 CONCRETE SURFACE REPAIRS**

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  6. Repair defective areas, except random cracks and single holes 1 inch or less in

diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

### **3.15 FIELD QUALITY CONTROL**

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
1. Steel reinforcement placement.
  2. Headed bolts and studs.
  3. Verification of use of required design mixture.
  4. Concrete placement, including conveying and depositing.
  5. Curing procedures and maintenance of curing temperature.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
  2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
  6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
    - a. Test one field-cured specimen at 7 days and one set of two specimens at 28 days. Reserve one specimen for later test as required.
    - b. A compressive-strength test shall be the average compressive strength from a set

- of two specimens obtained from same composite sample and tested at age indicated.
- 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
  - 9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
  - 10. Test results shall be reported in writing to Architect, concrete manufacturer, and contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
  - 11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
  - 12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
  - 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
  - 14. Correct deficiencies in the Work that test reports and inspections indicate does not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 48 hours of finishing.

**END OF SECTION**

**SECTION 05 12 00** This section was revised by Addendum No. 1

**STRUCTURAL STEEL**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. This Section includes fabrication and erection of structural steel work, as shown on drawings including schedules, notes, and details showing size and location of members, typical connections, and types of steel required.
- B. Related Sections include the following:
1. Division 1 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.
  2. Division 5 Section "Steel Deck" for field installation of shear connectors.
  3. Division 5 Section "Metal Fabrications" for miscellaneous steel fabrications and other metal items] not defined as structural steel.
  4. Division 9 painting Sections for surface-preparation and priming requirements.

**1.03 DEFINITIONS**

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

**1.04 PERFORMANCE REQUIREMENTS**

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator, including comprehensive engineering design by a qualified professional engineer, to withstand ASD-service loads and comply with other information and restrictions indicated.
1. Select and complete connections using schematic details indicated and AISC's "Manual of Steel Construction."
- B. Construction: Type 2, simple framing

**1.06 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.
1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  2. Include embedment drawings.
  3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
  4. Submit all shop drawings on one reproducible print and two copies only. The reproducible print will be returned. All copies required by the contractor are the responsibility of the contractor and shall be made after the reproducible is returned.
  5. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
  6. For structural-steel connections indicated to comply with design loads, include structural design data signed and sealed by the qualified professional engineer

responsible for their preparation.

- C. Welding certificates.
- D. Mill Test Reports: Signed by manufacturers certifying that the following products comply with requirements:
  1. Structural steel including chemical and physical properties.
  2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
  3. Shop primers.
  4. Nonshrink grout.
- E. Source quality-control test reports.
- F. LEED Submittal
  1. Product Data for Credit MR 4.1 and Credit MR 4.2: For products having recycled content, documentation indicating percentage by weight of postconsumer and presconsumer recycled content. Include statement indicating costs for each product having recycled content.

#### **1.07 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- B. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel."
- C. Comply with applicable provisions of the following specifications and documents:
  1. AISC's "Code of Standard Practice for Steel Buildings and Bridges."
  2. AISC's "Seismic Provisions for Structural Steel Buildings" and "Supplement No. 2."
  3. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design"
  4. AISC's "Specification for the Design of Steel Hollow Structural Sections."
  5. AISC's "Specification for Allowable Stress Design of Single-Angle Members"
  6. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.
  1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
  2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

#### **1.09 COORDINATION**

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

## PART 2 - PRODUCTS

### 2.01 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A992/A992M, Grade 50.
- B. Channels, Angles-Shapes: ASTM A 36/A 36M  
Plate and Bar: ASTM A 36/A 36M
- C. Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- D. Welding Electrodes: Comply with AWS requirements.

### 2.02 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
  - 1. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.
- B. Headed Threaded Rods: ASTM A 307, Grade A.
  - 1. Nuts: ASTM A 563 heavy Jhex carbon steel.
  - 2. Washers: ASTM A 36/A 36M carbon steel.
  - 3. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C

### 2.03 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer.

### 2.04 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

### 2.05 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design"
  - 1. Mark and match-mark materials for field assembly.
  - 2. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
  - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning."
- F. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.

1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
2. Base-Plate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

## **2.06 SHOP CONNECTIONS**

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  1. Joint Type: Snug tightened
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
  1. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
  2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

## **2.07 SHOP PRIMING**

- A. Shop prime steel surfaces except the following:
  1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
  2. Surfaces to be field welded.
  3. Surfaces to be high-strength bolted with slip-critical connections.
  4. Surfaces to receive sprayed fire-resistive materials.
  5. Galvanized surfaces.
- B. Painting: Apply a 1-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils.

## **2.08 GALVANIZING**

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/ A 123M.
  1. Fill vent holes and grind smooth after galvanizing.

## **2.09 SOURCE QUALITY CONTROL**

- A. Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
  1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Bolted Connections: Shop-bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts." All bolts shall be verified to be in place and be snug tight.
- D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1 and the following inspection procedures, at

testing agency's option:

1. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted. Inspect 20% of all fillet welds.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

### 3.03 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design"
- B. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
  1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
  2. Weld plate washers to top of base plate.
  3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate before packing with grout.
  4. Promptly pack grout solidly between bearing surfaces and base or bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel and architecturally exposed structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  1. Level and plumb individual members of structure.
  2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Remove erection bolts on welded, architecturally exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.

- G. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1.
- H. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

### **3.04 FIELD CONNECTIONS**

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
  - 1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
  - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
  - 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.
  - 4. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent weld show-through on exposed steel surfaces.
    - a. Grind butt welds flush.
    - b. Grind or fill exposed fillet welds to smooth profile. Dress exposed welds.

### **3.05 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts." All bolts shall be verified to be in place and be snug tight.
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1.
  - 1. In addition to visual inspection, field welds will be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E 165.
    - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted. Inspect 20% of all fillet welds.
- D. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1 for stud welding and as follows:
  - 1. Perform bend tests if visual inspections reveal either a less-than- continuous 360-degree flash or welding repairs to any shear connector.
  - 2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1.
- E. Correct deficiencies in Work that test reports and inspections indicate does not comply

with the Contract Documents.

**3.06 REPAIRS AND PROTECTION**

- A. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories[, bearing plates,] and abutting structural steel.
1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
  2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

**END OF SECTION**



## SECTION 05 31 00

### STEEL DECK

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

This section was added by Addendum No. 1  
and revised by Addendum No. 2

##### 1.02 SUMMARY

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. This Section includes the following:
  1. Roof Deck.
  2. Composite Floor Deck.
- C. Related Sections include the following:
  1. Division 03 Section "Cast-in-Place Concrete" for concrete fill.
  2. Division 05 Section "Structural Steel Framing" for shop- and field-welded shear connectors.
  3. Division 05 Section "Metal Fabrications" for framing deck openings with miscellaneous steel shapes.
  4. Division 09 painting Sections for repair painting of primed deck.

##### 1.03 SUBMITTALS

- A. Product Data: For each type of deck, accessory, and product indicated.
- B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.
- C. Product Certificates: For each type of steel deck, signed by product manufacturer.
- D. Welding certificates.
- E. Field quality-control test and inspection reports.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
  1. Power-actuated mechanical fasteners.
- G. Research/Evaluation Reports: For steel deck.

##### 1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.
- B. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."
- C. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

##### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery,

- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Steel Deck:
    - a. ASC Profiles, Inc.
    - b. Canam Steel Corp.;The Canam Manac Group.
    - c. Consolidated Systems, Inc.
    - d. DACS, Inc.
    - e. D-Mac Industries Inc.
    - f. Epic Metals Corporation.
    - g. Marlyn Steel Decks, Inc.
    - h. New Millennium Building Systems, LLC.
    - i. Nucor Corp.; Vulcraft Division.
    - j. Roof Deck, Inc.
    - k. United Steel Deck, Inc.
    - l. Valley Joist; Division of EBSCO Industries, Inc.
    - m. Verco Manufacturing Co.
    - n. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.

### 2.02 ROOF DECK

- A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and with the following:
1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G90 zinc coating.
  2. Deck Profile: Type WR, wide rib.
  3. Profile Depth: 1-1/2 inches .
  4. Span Condition: Triple span or more.
  5. Side Laps: Overlapped or interlocking seam at Contractor's option.

### 2.03 COMPOSITE FLOOR DECK

- A. Composite Steel Floor Deck: Fabricate panels, with integrally embossed or raised pattern ribs and interlocking side laps, to comply with "SDI Specifications and Commentary for Composite Steel Floor Deck," in SDI Publication No. 30, with the minimum section properties indicated, and with the following:
1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating.
  2. Profile Depth: 3 inches.

### 2.04 ACCESSORIES

- A. General: Provide manufacturer's standard accessory materials for deck that comply with

- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
- G. Piercing Hanger Tabs: Piercing steel sheet hanger attachment devices for use with floor deck.
- H. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, 0.0598 inch thick, with factory-punched hole of 3/8-inch minimum diameter.
- I. Galvanizing Repair Paint: ASTM A 780 and SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.
- J. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

#### **3.02 INSTALLATION, GENERAL**

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions, and requirements in this Section.
- B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical

fasteners and install according to deck manufacturer's written instructions.

### 3.03 ROOF-DECK INSTALLATION

- A. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches long, and as follows:
  1. Weld Diameter: 5/8 inch, nominal.
  2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds [18 inches apart, maximum] [12 inches apart in the field of roof and 6 inches apart in roof corners and perimeter.
  3. Weld Washers: Install weld washers at each weld location.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or **18 inches**, and as follows:
  1. Mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws.
  2. Fasten with a minimum of 1-1/2-inch- long welds.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
  1. End Joints: Lapped 2 inches minimum.
- D. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and mechanically fasten flanges to top of deck. Space mechanical fasteners not more than 12 inches apart with at least one fastener at each corner.
- E. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld or mechanically fasten to substrate to provide a complete deck installation.
  1. Weld cover plates at changes in direction of roof-deck panels, unless otherwise indicated.
- F. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

### 3.04 FLOOR-DECK INSTALLATION

- A. Fasten floor-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated and as follows:
  1. Weld Diameter: 5/8 inch, nominal.
  2. Weld Spacing: Weld edge ribs of panels at each support. Space additional welds an average of 12 inches apart, but not more than 18 inches apart.
  3. Weld Spacing: Space and locate welds as indicated.
  4. Weld Washers: Install weld washers at each weld location.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of half of the span or 36 inches, and as follows:
  1. Mechanically fasten.
- C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:

1. End Joints: Lapped.
- D. Pour Stops and Girder Fillers: Weld steel sheet pour stops and girder fillers to supporting structure according to SDI recommendations, unless otherwise indicated.
- E. Floor-Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck, according to SDI recommendations, to provide tight-fitting closures at open ends of ribs and sides of deck.

### **3.05 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field welds will be subject to inspection.
- C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.
- D. Remove and replace work that does not comply with specified requirements.
- E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

### **3.06 REPAIRS AND PROTECTION**

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on both surfaces of prime-painted deck immediately after installation, and apply repair paint.
  1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.
  2. Wire brushing, cleaning, and repair painting of bottom deck surfaces are included in Division 09 Painting Section.
- C. Repair Painting: Wire brushing, cleaning, and repair painting of rust spots, welds, and abraded areas of both deck surfaces are included in Division 09 Painting Section.
- D. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

**END OF SECTION**



**SECTION 07 13 00**  
**SHEET WATERPROOFING**

This section was added by Addendum No. 2

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sheet membrane waterproofing.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete substrate.

**1.03 REFERENCE STANDARDS**

- A. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers- Tension; 2006a (Reapproved 2013).
- B. ASTM D5295/D5295M - Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems; 2014.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for membrane.
- C. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.
- D. Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer's Installation Instructions: Indicate special procedures.

**1.05 QUALITY ASSURANCE**

- A. Membrane Manufacturer Qualifications: Company specializing in waterproofing sheet membranes with three years experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.

**1.06 FIELD CONDITIONS**

- A. Maintain ambient temperatures above 40 degrees F for 24 hours before and during application and until liquid or mastic accessories have cured.

**1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Contractor shall correct defective Work within a five year period after Date of Substantial Completion; remove and replace materials concealing waterproofing at no extra cost to Owner.
- C. Provide five year manufacturer warranty for waterproofing failing to resist penetration of water , except where such failures are the result of structural failures of building. Hairline cracking of concrete due to temperature change or shrinkage is not considered a structural failure.
- D. Special Installer's Warranty: Written waterproofing Installer's warranty, signed by Installer, covering Work of this Section, for warranty period of two years.
  - 1. Warranty includes removing and reinstalling protection board.

## PART 2 PRODUCTS

### 2.01 MEMBRANE MANUFACTURER

- A. W. R. Grace & Co.; Bituthene 5000, or approved equal..
- B. Other Acceptable Rubber Manufacturers:
  - 1. Carlisle Coatings & Waterproofing, Inc: [www.carlisle-ccw.com](http://www.carlisle-ccw.com).
  - 2. Firestone Building Products Co: [www.firestonebpco.com](http://www.firestonebpco.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 RUBBERIZED-ASPHALT SHEET WATERPROOFING

- A. Rubberized-Asphalt Sheet, Fabric Reinforced: 60-mil- thick, self-adhering sheet consisting of rubberized-asphalt membrane embedded in spun-bonded polyester or fiberglass nonwoven fabric reinforcement laminated to a 0.50-mil- thick, polyester film with release liner on adhesive side, with the following physical properties measured per standard test methods referenced:
  - 1. Physical properties below represent common values published by both manufacturers. Add other physical properties if required.
    - a. Pliability: No cracks when bent 180 degrees over a 1-inch mandrel at minus 25 deg F; ASTM D 146.
    - b. Hydrostatic-Head Resistance: 150 feet minimum.
    - c. Vapor Permeance: 0.05 perms; ASTM E 96, Water Method.

### 2.03 ACCESSORIES

- A. General: Furnish all necessary auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing, and as required for a complete and warrantable installation. Auxiliary materials may include, but are not limited to, primers or other surface conditioners, sheet detailing strips, substrate patching materials, mastic, adhesives, and tapes.
  - 1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.
- B. Metal Termination Bars: Aluminum bars, approximately 1 by 1/8 inch thick, predrilled at 9-inch centers.
- C. Drainage Panel: Drainage layer with geotextile filter fabric on earth side.
  - 1. Composition: Dimpled polystyrene core; polypropylene filter fabric.
    - a. Products:
      - 1) W.R. Meadows, Inc; Mel-Drain 5012: or equal.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify substrate surfaces are durable; free of matter detrimental to adhesion or application of waterproofing system.
- C. Verify that items that penetrate surfaces to receive waterproofing are securely installed.

### 3.02 PREPARATION

- A. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions.
- B. Do not apply waterproofing to surfaces unacceptable to membrane manufacturer.
- C. Fill non-moving joints and cracks with a filler compatible with waterproofing materials.

- D. Seal moving cracks with sealant, not rigid filler, using procedures recommended by sealant and waterproofing manufacturers.
- E. Concrete Surfaces for Adhesive Bonding: Prepare concrete substrate according to ASTM D5295/D5295M.
  - 1. Remove substances that inhibit adhesion including form release agents, curing compounds admixtures, laitance, moisture, dust, dirt, grease and oil.
  - 2. Repair surface defects including honeycombs, fins, tie holes, bug holes, sharp offsets, rutted cracks, ragged corners, deviations in surface plane, spalling and delaminations, as described in the reference standard.
  - 3. Remove and replace areas of defective concrete as specified in Section 03 30 00.
  - 4. Prepare concrete for adhesive bonded waterproofing using mechanical or chemical methods described in the referenced standard.
  - 5. Test concrete surfaces as described in the referenced standards. Verify surfaces are ready to receive adhesive bonded waterproofing membrane system.

### **3.03 INSTALLATION - MEMBRANE**

- A. Install membrane waterproofing in accordance with manufacturer's instructions.
- B. Roll out membrane. Minimize wrinkles and bubbles.
- C. Self-Adhering Membrane: Remove release paper layer. Roll out on substrate with a mechanical roller to encourage full contact bond.
- D. Overlap edges and ends and seal by method recommended by manufacturer, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. Reinforce membrane with multiple thickness of membrane material over joints, whether joints are static or dynamic.
- F. Weather lap joints on sloped substrate in direction of drainage. Seal joints and seams.
- G. Install flexible flashings. Seal items penetrating through membrane with flexible flashings. Seal watertight to membrane.
- H. Seal membrane and flashings to adjoining surfaces. Install termination bar at all edges. Install counterflashing over all exposed edges.

### **3.04 INSTALLATION - DRAINAGE PANEL AND PROTECTION BOARD**

- A. Place drainage panel directly against membrane, butt joints, place to encourage drainage downward. Scribe and cut boards around projections, penetrations, and interruptions.
- B. Place protection board directly against drainage panel; butt joints. Scribe and cut boards around projections, penetrations, and interruptions.
- C. Adhere protection board to substrate with compatible adhesive.

### **3.05 FIELD QUALITY CONTROL**

- A. On completion of horizontal membrane installation, dam installation area in preparation for flood testing.
- B. Flood to minimum depth of 1 inch with clean water. After 48 hours, inspect for leaks.
- C. If leaking is found, remove water, repair leaking areas with new waterproofing materials as directed by Architect; repeat flood test. Repair damage to building.

AU PHARMACY RESEARCH BUILDING  
STRUCTURAL WORKS  
AUBURN UNIVERSITY, ALABAMA

ARCHITECT'S PROJECT NO: 150035  
AUBURN PROJECT NO: 14-193  
ISSUE DATE: 01-05-16

- D. When area is proven watertight, drain water and remove dam.

**3.06 PROTECTION**

- A. Do not permit traffic over unprotected or uncovered membrane.

**END OF SECTION**

**SECTION 07 16 16** This section was added by Addendum No. 2  
**CRYSTALLINE WATERPROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Crystalline waterproofing.
- B. Preparation of surfaces to be waterproofed, including plugging active water leaks.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete work to be waterproofed.

**1.03 REFERENCE STANDARDS**

- A. COE CRD-C 48 - Standard Test Method for Water Permeability of Concrete; 1992.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  1. Test data showing hydraulic permeability.
  2. Preparation instructions and recommendations.
  3. Storage and handling requirements and recommendations.
  4. Installation methods.
  5. Details for waterproofing at joints, intersections, and other special conditions.
- C. Specimen warranty.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacture of products of the type specified .
- B. Installer Qualifications: Acceptable to manufacturer, with documented experience on at least 5 projects of similar nature within the last 5 years.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Take necessary precautions to keep cementitious materials dry.

**1.07 FIELD CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

**1.08 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide installer's warranty agreeing to correct leaking waterproofing for 2 years from Date of Substantial Completion, unless leakage is caused by structural failure, movement of the structure, or other causes beyond the installer's control.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Crystalline Waterproofing:

1. Koster American Corporation; Koster NB-1 Grey: [www.kosterusa.com](http://www.kosterusa.com).
2. W.R. Meadows, Inc.; CEM-KOTE CW PLUS: [www.wrmeadows.com](http://www.wrmeadows.com).
3. Xypex Chemical Corporation; XYPEX Concentrate: [www.xypex.com](http://www.xypex.com).
4. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.02 APPLICATIONS**

- A. Waterproofing for building surfaces:
  1. Inside of elevator pits.
  2. Inside of foundation walls.

## **2.03 MATERIALS**

- A. Crystalline Waterproofing: Portland cement and chemical compound that when applied to the surface of concrete forms insoluble crystals in the capillary pores preventing the passage of liquids, while having no adverse effect on the normal properties of concrete.
  1. Hydraulic Permeability: No measurable leakage or water flow at 200 psi pressure when tested in accordance with COE CRD-C 48, using minimum 2 inch thick sample and 20 days duration.
  2. Toxicity: Non-toxic.
  3. Color: Gray.
- B. Plugging Compound: Cementitious compound meeting requirements specified for waterproofing, with additional characteristic of rapid set under water, recommended or approved by waterproofing manufacturer.
- C. Patching Compound: Ready-mixed cementitious mortar recommended or approved by waterproofing manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions. Use sand blasting, water blasting, or acid etching as recommended.
- C. Plug water leaks.
- D. Patch holes, construction joints, and cracks. Remove defective concrete.
- E. Obtain approval of manufacturer's field representative before beginning installation.

### **3.03 INSTALLATION**

- A. Install in strict accordance with manufacturer's instructions. Maintain environmental conditions required and recommended by manufacturer. Keep a copy of manufacturer's instructions on site.
- B. Coordinate installation with installation of products that must penetrate waterproofed surfaces.
- C. Prevent excessive drying of surface.

1. Cure waterproofing for at least 3 days, or length of time required by manufacturer, with water spray and adequate air circulation.
2. Do not use chemical curing agents unless explicitly approved by waterproofing manufacturer.
- D. Do not backfill, fill water or liquid holding structures, or apply finish coatings until time period recommended by manufacturer has passed.

### **3.04 PROTECTION**

- A. Protect from damage by weather. Do not cover with impermeable (plastic) sheeting unless air circulation is provided.
- B. Touch-up, repair or replace damaged waterproofing after Substantial Completion.

**END OF SECTION**



**SECTION 31 23 15**

This section was added by Addendum No. 2

**EXCAVATION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This Section includes the following:
  - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses.
  - 2. Excavating and backfilling for buildings and structures.
  - 3. Subbase course for concrete walks and pavements.
  - 4. Subbase and base course for asphalt paving.
  - 5. Subsurface drainage backfill for walls and trenches.
  - 6. Excavating and backfilling for utility trenches.
  - 7. Excavating and backfilling trenches for buried mechanical and electrical utilities.

**1.02 DEFINITIONS**

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### **1.03 SUBMITTALS**

- A. Product Data: For the following:
  1. Each type of plastic warning tape.
  2. Geotextile.
- B. Samples: 12-by-12-inch Sample of all geotextile used.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
  2. Laboratory compaction curve according to the geotechnical report for each on-site and borrow soil material proposed for fill and backfill.
- D. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

#### **1.04 QUALITY ASSURANCE**

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

#### **1.05 PROJECT CONDITIONS**

- A. Existing Utilities: Do not interrupt utilities serving adjacent houses or facilities unless permitted in writing by Architect and then only after arranging to provide temporary utility services as needed and according to construction documents.
  1. Notify Architect not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Architect's written permission.
  3. Contact utility-locator service for area where Project is located before excavating.

### **PART 2 - PRODUCTS**

#### **2.01 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: See geotechnical report for classification of acceptable soils.
- C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

- D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- I. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## **2.02 ACCESSORIES**

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

### **3.02 DEWATERING**

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. Any and all dewatering shall be the responsibility of the contractor.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### **3.03 EXCAVATION, GENERAL**

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect or Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract time may be authorized for rock excavation.
  1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

### **3.04 EXCAVATION FOR STRUCTURES**

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
  3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

### **3.05 EXCAVATION FOR WALKS AND PAVEMENTS**

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### **3.06 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
  1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for

joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

### **3.07 SUBGRADE INSPECTION**

- A. Notify Architect and geotechnical engineer when excavations have reached required subgrade.
- B. If Architect or geotechnical engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### **3.08 UNAUTHORIZED EXCAVATION**

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 3500 psi, may be used when approved by Architect.
  1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

### **3.09 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### **3.10 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  2. Surveying locations of underground utilities for Record Documents.
  3. Testing and inspecting underground utilities.
  4. Removing concrete formwork.
  5. Removing trash and debris.
  6. Removing temporary shoring and bracing, and sheeting.
  7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### **3.11 UTILITY TRENCH BACKFILL**

- A. Backfill shall be free of mud and debris.

### **3.12 SOIL FILL**

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  1. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### **3.13 SOIL MOISTURE CONTROL**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### **3.14 COMPACTION OF SOIL BACKFILLS AND FILLS**

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
  1. Compact soil materials according to the compaction requirement set forth in the geotechnical report.

### **3.15 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

### **3.16 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work complies with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design-bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### **3.17 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
  - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

**END OF SECTION**





# Auburn University

Design Services

Facilities Management

This document was added by Addendum No. 2

## PRE-BID CONFERENCE

Date: December 28, 2015, 10:00AM, followed by a site visit  
Location: Facilities Management One, Training Room 1103A

Project Name: AU Pharmacy Research Building & School of Nursing Structural Works Phase

Project Number: 14-193 and 15-035

Bid Opening Date and Time: January 12, 2016, 3:00 PM, local time

Bid Opening Location: Facilities Management, Building One, Training Room 1103A

### ATTENDEES:

Circulate Sign-in Sheet; copies available at conclusion of meeting and will be distributed with Addendum No. 1.

#### I. Introductions and Opening Remarks by AU

- a. Owner (AU)
  - i. Design Lead: Simon Yendle
  - ii. Construction Project Manager: Suzanne Webster
- b. Construction Manager: Hoar Program Management: Nathan Dunn
- c. Architect/Engineers: GMC, Stacy Norman Architect
- d. Proposed Bidding Period Schedule
  - i. Issue Addendum (No. 2 PRB and No. 1 SON) – 1/5/16.
  - ii. Bidder Deadline to submit written RFI's – 1/7/16 5:00 pm.
  - iii. Issue Addendum (No. 3 PRB and No. 2 SON) – 1/11/16 3:00 pm.
  - iv. Bidder provide Base Bid - Bid Opening 1/12/16 3:00 pm.

#### II. Project Safety Overview

- a. Auburn University considers safety to be a high priority on Design & Construction projects. This will be evident through our demonstrated focus and attention to safety through many avenues such as:
  - i. Prequalification
  - ii. Contract requirements
  - iii. Pre-construction meeting
  - iv. Project meetings
  - v. Architect, CM, and AU Representative's focus and requirements
  - vi. Contractor's written requirements regarding submittals, processes, and/or procedures demonstrating that they are complying in full with OSHA and AU Safety Specification requirements.
- b. It is the Contractor's inherent, important, and sole responsibility to be certain that they comply with the AU Safety Specification and ALL applicable OSHA standards in every case. This compliance shall be demonstrated to the Architect, Construction Manager (if applicable), and AU Construction Representative as required by the AU Safety Specification and OSHA or in such a way that this compliance is evident (in writing).
- c. Competent Person – Per the AU Safety Specification and OSHA requirements, Contractor shall maintain a "Competent" person(s) at the Project Site at all times this particular activity is underway. Contractor shall inform Architect, Construction Manager (if applicable), and AU Construction Representative as to the identity of this (these) individual(s). This shall be kept current at all times.
- d. Refer to and review ALL attachments to the Construction Contract – Health and Safety.
- e. The apparent low bidding contractor(s) will have 5 working days from submission of bid to submit a site specific safety plan as noted in the project manual.

#### III. Schedule Control:

- a. Multi-Phased Single Prime. Ref. Milestone Summary
- b. Substantial Completion Pharmacy Research Building July 29, 2016.
- c. Substantial Completion School of Nursing August 24, 2016.

#### IV. Cost Control:

- a. Lump Sum bid

1161 West Samford Ave.  
Auburn, University,  
Alabama 36849

Telephone:  
334-844-9450

Fax:  
334-844-9458

- b. Attachments: C-3A,C-3B & C-3C & C-3D
- c. Schedule of Values to be submitted with 10 days of NTP.

V. Quality Assurance / Quality Control:

- a. Prequalification required of General Contractors
- b. Submit QA/QC program within 10 days of NTP.
- c. Construction observation by AU (various groups – Design Services, Maintenance and Operations, Risk Management) and Architects/Engineers

VI. Discussion of Bid Requirements by AU:

- a. Sealed Envelope
- b. License # on Envelope
- c. Sign Notes on Envelope
- d. Sign Proposal- ABC Form C-3
- e. Accounting of Sales Tax, ABC Form C-3A
- f. Proposal Form Attachment C-3B – List of Major Subcontractors and Material Suppliers
- g. Proposal Form Attachment C-3C – Stated Allowances &Unit Prices (Required)
- h. Certifications of Compliance C-3D
- i. Bid Bond ABC Form C-4 with Power of Attorney

Note: State of Alabama Disclosure Statement – to be submitted with contract.

VII. Post Bid:

- a. Apparent Low Bidder shall submit Revisions to AU Form C-3B – 1 hour after bid opening (if applicable).
- b. Auburn University Design Lead will notify low bidder in writing of receipt of certified bid tabulation from AU Procurement department.
- c. Low bidder will have 48 hours to submit a correct insurance certificate.
- d. LOI issued 1/19/16. Releases contractor on submittals.
- e. Contractor to return executed contract and attachments (listed below) 1/22/16.
  - i. ABC Form C-6 Performance Bond
  - ii. ABC Form C-7 Payment Bond
  - iii. ABC Form C-8 General Conditions
  - iv. ABC Form C-8S Supplement to the General Conditions of the Contract
  - v. ABC Form C-8 Attachment B
  - vi. Certificate of Compliance with Act 2012-491, State Department of Finance
  - vii. Attachment F of the Mandatory Safe Space, ACT 2012-554
  - viii. Disclosure Statement (Contract box should be checked)
  - ix. AU Form C-3B List of Subcontractors and Major Suppliers
  - x. Approved Insurance Certificate
  - xi. Proposal Documents submitted on Bid Day
  - xii. Specifications
  - xiii. Drawings
- f. Fully executed contract and NTP issued to Contractor 2/8/16.
- g. Low bidder will have 5 working days to submit a site specific safety plan.
- h. Low bidder will have 10 days to submit a Detailed CPM Construction Schedule
- i. See project specifications for other required submittals.

VIII. Description of Project Work by Architect/Engineers:

- a. General
- b. Scope of Work – Refer to Drawings and Multiple Contract Summary
  - i. Critical Interfaces
- c. Construction Utilization Plan
- d. Staging area and deliveries
- e. Work Restrictions
  - i. Review Site Plan
- f. Construction Phasing
  - i. Phase 1: Site Infrastructure / Enabling Works Contractor
  - ii. Phase 2: Structural Works Contractor
  - iii. Phase 3: General Works Contractor
- g. Rain Days- Class III

IX. Description of Bid Alternates by Architect/Engineers:

- 1. None

## MEETING SIGN-IN SHEET

### Pre-Bid Meeting

Project Name: **Structural Works- SON & PRB**

Location of Meeting: **AU Facilities - Training Room A**

Project No.: **15-035 & 14-193**

Date: **December 28, 2015**

(Please complete so we can be sure you receive a copy of all meeting reports)

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**STRUCTURAL WORKS / CONTRACTORS QUERIES  
PHARMACY RESEARCH BUILDING & SCHOOL OF NURSING**

This document was added by Addendum No. 2  
and revised by Addendum No. 3

ID	Contractor	Question	Received	Building	Addendum	AU Comment	Answers	Provided to All or Contractor only?	Response Date HPM	Response date to the suppliers
1	Bear Brothers	Drawing S2.1 on the Pharmacy Research Building indicates "Utility Lines – See MEP Drawings". Please advise as to location, size, type and number of sleeves to be installed.	12/29/2015	Pharmacy	2		Utility lines and sleeves for the lines will be placed in the General Works package. The Structural Works Contractor is responsible for foundations.	All	12/30/2015	1/5/2016
2	Bear Brothers	Per the Column/Slab-Joint Detail on S1.2 of the Pharmacy Research Building, please confirm that we are to only grout base plates and pour concrete encasement around steel up to the line shown as "Bond Breaker".	12/29/2015	Pharmacy	2		Structural Works Contractor is responsible for grouting bases plates. Concrete encasement around steel columns up to the line shown as "Bond Breaker" in Column/Slab-Joint Details shall be by General Works contractor.	All	12/30/2015	1/5/2016
3	Bear Brothers	The Multiple Contracts Summary indicates removal from site of unused spoils as required. Will there be a need for any of the material in Phase 3? Can this be provided as a Unit Cost in lieu if an exact quantity is not determined?	12/29/2015	Pharmacy & Nursing	2		This contractor shall be responsible for disposal of excavated soils as specified. Contractor shall provide unit cost for leaving spoil material to be used as backfill.	All	12/30/2015	1/5/2016
4	Bear Brothers	The specifications read as if only the steel fabricator is required to be AISC certified, not the erector. Please advise.	12/29/2015	Pharmacy & Nursing	2		Per Structural Steel Spec 05 12 00, only the steel fabricator is required to be AISC certified.	All	12/30/2015	1/5/2016
5	Bear Brothers	The Multiple Contracts Summary states that the contractor is to provide 3 crane hours per week for use by other trades. Is this for the duration of the contract or only once we have mobilized the crane for this requirement?	12/29/2015	Pharmacy & Nursing	2		This requirement will be deleted.	All	12/30/2015	1/5/2016
6	Bear Brothers	Is there a specific requirement for size of temporary job office to be provided under this contract?	12/29/2015	Pharmacy & Nursing	2		The requirement for temporary office trailer will be deleted.	All	12/30/2015	1/5/2016
7	Bear Brothers	Can the superintendent perform the responsibilities of the Competent Person as along as all certifications and requirements are met?	12/29/2015	Pharmacy & Nursing	2		Yes	All	12/30/2015	1/5/2016
8	Bear Brothers	Is the Phase 2 contractor required to have a full time PM on site for the duration of the project?	12/29/2015	Pharmacy & Nursing	2		Yes	All	12/30/2015	1/5/2016
9	Bear Brothers	Based on the Milestone Summary schedule dated 11/18/2015, it appears that temporary power will be ready under Phase 1 on 8/12/2016. Should we assume that we are to provide generators as needed to perform work under our scope?	12/29/2015	Pharmacy & Nursing	2		Yes, this contractor shall provide generators as needed.	All	12/30/2015	1/5/2016
10	Bear Brothers	The Multiple Contract Summary indicates we are to provide temporary stairs. Will we be required to remove the stairs or will this be a requirement of the Phase 3 contractor?	12/29/2015	Pharmacy & Nursing	2		Temporary stairs will be required by the General Works Contractor. This Structural Works Contractor is not required to provide temporary stairs. This Contractor shall provide access for his scope of work.	All	12/30/2015	1/5/2016
11	Bear Brothers	Please advise as to what the line approximately 5' towards the interior of the building from the edge of slab indicates on S2.1.	12/29/2015	Pharmacy & Nursing	2		This line indicates a ribbon slab around the perimeter of the concrete slab. Concrete slabs are not included in this scope of work.	All	12/30/2015	1/5/2016
12	Bear Brothers	Sections 1 & 2/S4.1 appear to have 1 course of CMU above the top of footing. Assuming that this will be part of the General Works Package, please advise if we will be required set the edge form all the way up to top of slab and not backfill the exterior (leave top of footing exposed).	12/29/2015	Pharmacy & Nursing	2		The top of footing shall be left exposed on School of Nursing and Pharmacy Research Building.	All	12/30/2015	1/5/2016
13	Bailey-Harris	It is clear that these projects will be separate contracts awarded to a single General Contractor. Will the owner require that both projects utilize the same subcontractors or will it be acceptable to use different subcontractors for each project (i.e. Subcontractor A for steel on Nursing and use Subcontractor Z for steel on the Pharmacy building)?	12/29/2015	Pharmacy & Nursing	2		Different subcontractors for each project is acceptable.	All	12/30/2015	1/5/2016
14	Bailey-Harris	Considering the limited number of subcontractors on this project, can a revised copy of Form C-3B be issued removing the spec sections not used on this project?	12/29/2015	Pharmacy & Nursing	2		A revised copy of Form C-3B will be issued in an addendum.	All	12/30/2015	1/5/2016
15	Bailey-Harris	Spec section 013000 section 3.01 for both projects requires the GC to pay the Construction Manager \$1,000,000 per user for access to PMWeb. Since these projects will have separate contracts can the same license be used for each project or will a separate license have to be purchased for each project?	12/29/2015	Pharmacy & Nursing	2		The same PMWeb license can be used for both projects.	All	12/30/2015	1/5/2016
16	Bailey-Harris	Spec section 011200; 1.06; A – Item 39 states that we are to include 3-crane hours per week for use by others. Crane usage on this package will be limited to steel erection and possibly for the setting of wall forms on the Nursing building. There will not be a crane on site for each building for the full duration of the contract. Please clarify the intent of this line item.	12/29/2015	Pharmacy & Nursing	2		This requirement will be deleted.	All	12/30/2015	1/5/2016
17	Bailey-Harris	The prequalification for this project called for a Full Time On-Site Project Manager, Superintendent and Safety and Health Officer. Considering that both buildings will have its own separate contract therefore technically making each a separate project, please confirm that these requirements are for the combination of both individual buildings and not per contract.	12/30/2015	Pharmacy & Nursing	2		This requirement is for the combination of both individual building and not per the contract.	All	12/30/2015	1/5/2016
18	Bailey-Harris	Can a copy of the Civil drawings for these projects be issued for review?	12/30/2015	Pharmacy & Nursing	2		Yes, the HSS Infrastructure drawings will be made available on the Auburn University LPW website.	All	12/30/2015	1/5/2016
19	Bailey-Harris	Spec section 011200; 1.06; A – Item 36 calls for this package to backfill all foundations, foundation walls, etc.. Considering that many of the foundations will have to be exposed to install the slab on grade in the General Works package, please verify the actual intent of the backfilling of footings. Are we to backfill all footings to existing subgrade with the General Works contractor being responsible for excavating back down to the top of footing? If not, the it would appear that all footings that come in contact with the slab on grade would need to be left exposed. Please clarify.	12/30/2015	Pharmacy & Nursing	2		Foundations are to be backfilled to the top of the footing. Top of footing shall be left exposed for General Works contractor.	All	12/30/2015	1/5/2016
20	Bailey-Harris	Spec section 011200; 1.06; A – Item 3 calls for this package to maintain building pads and rehabilitate prior to turning over to the General Works Package contractor. Will the Structure Package be required to provide an as-built survey of the rehabilitated building pads prior to turning over to the General Works contractor?	12/31/2015	Pharmacy & Nursing	2		As-built survey will not be required by Structural Contractor.	All	1/4/2016	1/5/2016

21	Bear Brothers	Please confirm that work under this package stops at TOF as shown on Sections 1-6/S4.1 for the Pharmacy Research Building & Sections 1-3/S3.11 for the School of Nursing. It appears from many of the details that the turndowns will be poured monolithically with the slab down to TOF elevation.	12/31/2015	Pharmacy & Nursing	2	Structural Works scope of work stops at the top of footing.	All	1/4/2016	1/5/2016
22	Bear Brothers	Per Section 033000 Part 3.15 Items A & B, Item A states the Owner will engage a special inspector and qualified testing agency while Item B states to "engage a qualified testing agency..." Please confirm all construction material testing (compaction, concrete & steel) will be by Owner.	12/31/2015	Pharmacy & Nursing	2	Contract documents specify what testing is to be provided by Owner and what testing is to be provided by Contractor.	All	1/4/2016	1/5/2016
23	Bailey-Harris	Addendum #1 for the School of Nursing calls for the steel floor deck to be 2" deep with G60 finish. The General Notes for floor deck call for it to be 3" deep 18gauge cellular acoustic deck. Please confirm the deck gauge, finish and type that is required.	1/4/2015	Nursing	2	Steel composite floor deck to be 3" deep, 18 gage, galvanized deck.	All	1/4/2016	1/5/2016
24	Bailey-Harris	Sheet S2.22 on the SoN drawings calls for "post up for stair - coord. w/stair designer." Considering that the stairs are not being provided under this bid package, we assume that no posts will be required by this bid package. Please clarify.	1/4/2015	Nursing	2	No stair posts are required in this package.	All	1/4/2016	1/5/2016
25	Bailey-Harris	In reference to the Elevator Pits on both buildings, currently there is not a spec for waterproofing nor do the drawings call for any below grade waterproofing. Please verify that no waterproofing is to be included in this bid package.	1/4/2015	Nursing	2	Waterproofing spec to be provided for Structural Works Contractor.	All	1/4/2016	1/5/2016
26	Bailey-Harris	Per section 3.2 pf the General Notes on sheet S1.01 of the Nursing building, the Storm Shelter walls will be 3000psi normal weight concrete. Please verify that this is correct.	1/4/2015	Nursing	2	Storm shelter walls will need to be 4000psi concrete. General notes will be updated in Addendum.	All	1/4/2016	1/5/2016
27	Bailey-Harris	In order to properly quote the Aggregate Piers, can a copy of the Geotechnical Report be issued for these projects?	1/4/2015	Pharmacy & Nursing	2	The geotechnical reports will be made available on the Auburn University LPW website.	All	1/4/2016	1/5/2016
28	Bear Brothers	Are we to include the furnishing of the 1 1/2" roof deck that will be erected on top of the gage metal roof truss framing?	1/4/2015	Pharmacy & Nursing	2	No, roof decking on top of the roof trusses will be furnished and installed by General Work Contractor.	All	1/4/2016	1/5/2016
29	Rabren	Please provide height of columns at elevator, HY-1, J-1, J-2, J-2.4.	1/4/2015	Pharmacy	3	HY-1, J-1, J-1.6, J-2, J-2.4: TOS 45-6". SEE ADDENDUM 03 DRAWINGS FOR STEEL ELEVATIONS AT ELEV.	All	1/8/2016	1/8/2016
30	Rabren	Details 1 and 2/S4.1 indicates slab turndowns; however, the footing steps in this area indicate a top of footing at -6.0" below finished slab. Are there cast in place stem walls at the North-East corner of the building between the cast in place piers? Please provide adequate details showing height and reinforcing. Will these walls get waterproofed and backfilled? If not we will have to provide dewatering until turnover date.	1/4/2015	Pharmacy & Nursing	3	Cast in place stem walls will be installed by General Works Contractor. Provide dewatering as necessary.	All	1/8/2016	1/8/2016
31	Rabren	Are there cast in place stem walls at the footing steps for MEP? If so do we provide sleeves? We will need size and locations. Do these walls get waterproofed and backfilled? If not we will have to provide dewatering until turnover date. Similar to question above	1/4/2015	Pharmacy & Nursing	3	Cast in place stem walls will be installed by General Works Contractor. Provide dewatering as necessary.	All	1/8/2016	1/8/2016
32	Rabren	The spot footing at 0.9-AW shows top of footing at -4". Please locate the footing steps down to this elevation. Will this location get a cast in place stem wall? If so, will these walls get waterproofed and backfilled? If not we will have to provide dewatering until turnover date. See details 1 and 2/S4.1.	1/4/2015	Pharmacy & Nursing	3	Cast in place stem walls will be installed by General Works Contractor. Provide dewatering as necessary. Details to be provided. FOOTING STEP LOCATED IN ADDENDUM 03 DRAWINGS.	All	1/8/2016	1/8/2016
33	Rabren	Will the elevator footings get waterproofing? Will the elevator walls get waterproofing and back fill? See question below.	1/4/2015	Pharmacy & Nursing	3	Waterproofing spec to be provided for Structural Works Contractor.	All	1/8/2016	1/8/2016
34	Rabren	Will the spot footing get backfilled in phase II? See question below.	1/4/2015	Pharmacy & Nursing	3	The spot footing installed by this Structural Works Contractor shall be backfilled to top of footing unless noted otherwise.	All	1/8/2016	1/8/2016
35	Rabren	Addenda are being issued without the changes being clouded. Please provide the documents with clouded changes, especially when re-issuing entire sheets.	1/4/2015	Pharmacy & Nursing	3	The full set of correct drawings were issued in Pharmacy Addendum 1. All future changes will be clouded on the drawings when issued by addendum.	All	1/8/2016	1/8/2016
36	Rabren	Please allow questions to be asked to atleast Friday, Jan. 08th in lieu of the end date as tomorrow, Jan. 05th.	1/4/2015	Pharmacy & Nursing	3	Deadline for RFIs is Thursday, January 7th at 5pm.	All	1/8/2016	1/8/2016
37	Rabren	Documents require to leave the subslab +/- a tenth and slope to allow drainage. If the isolated footings are to be filled with gravel as supplied by the Phase 3 contractor (item #25 of Phase 3 scope of work), drainage cannot be accomplished as these areas will hold water.	1/4/2015	Pharmacy & Nursing	3	Structural Works Contractor is required to maintain and re-grade building pads as specified in the Multiple Contract Summary. Structural Works contractor will be responsible for dewatering through Substantial Completion and handover.	All	1/8/2016	1/8/2016
38	Rabren	Item #05 (Phase 2) of the matrix indicates to install conduit in the footings for lighting protection that is installed by Phase 3. There are no current documents to indicate where or to what extent this conduit is to be installed. Provide an allowance or documents for pricing.	1/4/2015	Pharmacy & Nursing	3	This requirement will be removed from the Structural Works Phase.	All	1/8/2016	1/8/2016
39	Rabren	Item #42 (Phase 2) Will the structural steel be fire proofed in Phase 3 (either spray-on or intumescant painting)? If so, the structural steel will not need to be primed as this will hinder the application of the fire proofing materials. (Also reference item #09 for Phase 3)	1/4/2015	Pharmacy & Nursing	3	ALL STEEL SHALL BE PRIMED ON THE PHARMACY BUILDING. SEE A7.4.8 FOR FIRE PROOFING PLAN FOR SCHOOL OF NURSING BUILDING.	All	1/8/2016	1/8/2016
40	Rabren	Item #24 (Phase 2) relates to a concrete formed structure. The documents received are steel framed structures. How does this pertain to this project?	1/4/2015	Pharmacy & Nursing	3	There are structural formed concrete walls for the storm shelter and elevator pits to be installed by Structural Works Contractor.	All	1/8/2016	1/8/2016

41	Rabren	Item #59 (Phase 3) indicates that the slab-on-decks are to be furnished and installed by the Phase 3 contractor. We recommend that these slabs be placed with the Phase 2 contractor as this provides a more stable bracing of the structure.	1/4/2015	Pharmacy & Nursing	3	Steel deck and steel headed studs to be provided and installed by Structural Works Contractor. Slab concrete and reinforcing to be provided by General Works Contractor. Proper installation of steel deck will brace structure.	All	1/8/2016	1/8/2016
42	Rabren	Item #27 (Phase 2) indicates that this contractor is responsible for all embeds in the work placed. Again, there are no other documents to indicate such embeds short of the structural. Will there be any embeds required by the Phase 3 contractor to be installed in this package? If so, provide either an allowance for this or documents for adequate pricing.	1/4/2015	Pharmacy & Nursing	3	This contractor shall provide embeds shown in the Structural documents.	All	1/8/2016	1/8/2016
43	Rabren	Item #31 (Phase 2) indicates mockups, but no references to mockups are indicated within the current documents. Will there be any mockups be required for Phase 2?	1/4/2015	Pharmacy & Nursing	3	Mockups are not required for Phase 2.	All	1/8/2016	1/8/2016
44	Rabren	Item #36 (Phase 2) indicates that the backfill material is to be imported. Will there not be any materials stockpiled on site for backfilling purposes? In addition, will the footing spoils be acceptable to be used as backfill material?	1/4/2015	Pharmacy & Nursing	3	Base bid shall include import material for backfill. Use of spoil material as backfill will need to be approved by the Geotechnical Engineer.	All	1/8/2016	1/8/2016
45	Rabren	Item #39 (Phase 2) indicates providing "hook time" of the crane for other trades in the quantity of 3 hours per week. Is this necessary as there will not be other trades on site requiring crane time. This was discussed in the pre-bid.	1/4/2015	Pharmacy & Nursing	3	This requirement was removed in Addendum 2.	All	1/8/2016	1/8/2016
46	Rabren	Item #40 (Phase 2) indicates to provide two sets of temporary stair towers during construction. Would it be more reasonable and cost effective to have the permanent metal pan stairs installed in Phase 2? If not, will the temporary stair towers need to remain for the Phase 3 contractor or will we be responsible for removing them at substantial completion?	1/4/2015	Pharmacy & Nursing	3	Temporary stairs will be required by the General Works Contractor. This Structural Works Contractor is not required to provide temporary stairs. This Contractor shall provide access for his scope of work.	All	1/8/2016	1/8/2016
47	Rabren	Item #49 (Phase 2) indicates to coordinate the structural drawings with the Architectural, Mechanical, and Electrical. Currently these documents are unavailable and will be unavailable at the time of bid. How will any changes to the structural steel be handled if there are any future coordination issues that are unforeseen at this time due to the lack of documents.	1/4/2015	Pharmacy & Nursing	3	Post bid revisions to the design will be issued by the Architects if necessary.	All	1/8/2016	1/8/2016
48	Rabren	Item #50 (Phase 2) indicates to provide HDG support frames for equipment that are not shown on the documents. Provide either an allowance or details indicating sizes and quantities.	1/4/2015	Pharmacy & Nursing	3	HDG support frame for equipment shall be by General Works.	All	1/8/2016	1/8/2016
49	Rabren	Item #56 (Phase 2) indicates to provide embed items and structural anchors for all MEP equipment louvers fans, sump pumps, etc. This information is not available within the current documents. How is this to be handled? Either provide an allowance or adequate details to allow for proper pricing.	1/4/2015	Pharmacy & Nursing	3	Embeds are to be provided as shown in the Structural Drawings.	All	1/8/2016	1/8/2016
50	Rabren	Item #59 (Phase 2) indicates to water proof the elevator pits. No waterproofing specification has been provided and how will this tie in to the Phase 3 work?	1/4/2015	Pharmacy & Nursing	3	Waterproofing spec provided in Addendum 2 to be installed by Structural Works Contractor.	All	1/8/2016	1/8/2016
51	Rabren	In addition to Item #59, we are to backfill all foundations, will these foundation walls be waterproofed (see Pharmacy questions above) and which Phase contractor will be responsible? If Phase 3 is responsible, then these walls do not need to be backfilled as it will affect the integrity of the waterproofing application. (Also reference Item #77 of the Phase 3 scope of work)	1/4/2015	Pharmacy & Nursing	3	Waterproofing spec and details provided in Addendum 2 to be installed by Structural Works Contractor.	All	1/8/2016	1/8/2016
52	Rabren	Item #61 (Phase 2) indicates that the Phase 2 contractor is responsible for all sleeves and block outs in the concrete work. This information is not available. Please provide locations and sizes of all sleeves and block-outs or provide an allowance for this work.	1/4/2015	Pharmacy & Nursing	3	Provide sleeves and block-outs as shown in the Structural Drawings.	All	1/8/2016	1/8/2016
53	Rabren	The structural notes on both buildings indicate a general guideline for the light-gauge metal trusses, but there are not specifications for this work. Are the metal trusses in Phase 2 or Phase 3? If Phase 2, please provide the adequate documents (specifications, drawings, dormer framing, related metal deck specifications, etc.).	1/4/2015	Pharmacy & Nursing	3	Metal trusses will be supplied and installed by General Works Phase 3.	All	1/8/2016	1/8/2016
54	Rabren	Item #45 (Phase 3) indicates that the Phase 2 steel subcontractor may be needed in overhead coordination meetings and drawings. Will this be necessary, as this will affect their pricing should they be on site longer than the current schedule indicates?	1/4/2015	Pharmacy & Nursing	3	This contractor shall participate in coordination during the full duration of this contract.	All	1/8/2016	1/8/2016
55	Rabren	Are there any depressed slabs that the Phase 2 contractor will be responsible for regarding excavation at the slab-on-grade level?	1/4/2015	Pharmacy & Nursing	3	No, General Works Contractor will be responsible for any excavation below subgrade for depressed slabs.	All	1/8/2016	1/8/2016
56	Rabren	Item #64 (Phase 3) indicates that the Phase 3 contractor is to supply and install the perimeter steel cable safety rails. Most safety policies require this to be installed in conjunction with the steel erection. Would it not be prudent to allow the Phase 2 contractor to install this and leave on site for the Phase 3 contractor?	1/4/2015	Pharmacy & Nursing	3	Yes, Phase 2 Contractor shall supply, install and maintain the perimeter safety cable rails and handover in good condition to Phase 3 Contractor. Further, Structural Works Contractor shall install and maintain all temporary handrails/guardrails (with midrails and toe boards) compliant with all safety requirements applicable to the Project and the work of this Contract. Hand over in good condition to Phase 3 – General Works Contractor at substantial completion of this Contract.	All	1/8/2016	1/8/2016
57	Rabren	Item #70 (Phase 3) – Provide a list of items and details that will require coordinating and that will tie into the structure so that this work can be adequately reviewed and priced accordingly.	1/4/2015	Pharmacy & Nursing	3	Provide items shown on the structural drawings.	All	1/8/2016	1/8/2016
58	Rabren	Item #106 (Phase 3) indicates that the Phase 2 contractor is to supply all miscellaneous metals that are not specifically noted in a list. The documents are not currently available for this to be adequately reviewed and priced. Please provide an allowance for this work or provide the adequate documents.	1/4/2015	Pharmacy & Nursing	3	Provide items shown on the structural drawings.	All	1/8/2016	1/8/2016
59	Rabren	Item #125 (Phase 3) indicates waterproofing of the basement under-slab or the exterior of the basement perimeter walls are under the structural scope. Neither building indicates a basement (unless it is referencing the storm shelter noted as level one), nor any waterproofing specifications.	1/4/2015	Pharmacy & Nursing	3	There is no basement, this item will be removed from Phase 3 scope of work.	All	1/8/2016	1/8/2016

60	Rabren	Item #126 (Phase 3) – Again, no waterproofing specifications or details to coordinate tie-ins.	1/4/2015	Pharmacy & Nursing	3		Waterproofing specifications and details was provided in Addendum 2 for Structural Works Contractor.	All	1/8/2016	1/8/2016
61	Bailey-Harris	Please verify if this package will be responsible for installing and turning over safety rails for use by the General Works Package.	1/5/2016	Pharmacy & Nursing	3		Yes, Phase 2 Contractor shall supply, install and maintain the perimeter safety cable rails and handover in good condition to Phase 3 Contractor. Further, Structural Works Contractor shall install and maintain all temporary handrails/guardrails (with midrails and toe boards) compliant with all safety requirements applicable to the Project and the work of this Contract. Hand over in good condition to Phase 3 – General Works Contractor at substantial completion of this Contract.	All	1/8/2016	1/8/2016
62	Bailey-Harris	Please clarify if the Concrete Slabs are to be included in the Pharmacy Building. Please verify that there is not a Concrete Frame nor any Structural Precast in the Pharmacy Building. Please verify that no Concrete Slabs on Deck are included in the Pharmacy Building.	1/5/2016	Pharmacy & Nursing	3		Reference updated Multiple Contract Summary issued in Addendum 2.	All	1/8/2016	1/8/2016
63	Bailey-Harris	Item 40 of spec section 011200 for both projects calls for this package to include 2ea Temporary Stair Towers for each building. Considering that these Temporary Stairs will be a rented item, please verify the duration of the rental period – i.e. do they come down at the substantial completion of each building or are they to remain in place with the General Works package assuming rental after substantial completion of each building?	1/5/2016	Pharmacy & Nursing	3		Temporary stairs will be required by the General Works Contractor. This Structural Works Contractor is not required to provide temporary stairs. This Contractor shall provide access for his scope of work.	All	1/8/2016	1/8/2016
64	Bailey-Harris	Considering that we do not have access to the final architectural drawings and finish schedule, please verify if the interior face of the storm shelter walls are to receive a "rough-formed finish", "smooth-formed finish" or a "rubbed finish" as defined in spec section 033000, 3.09 of the Nursing specifications.	1/5/2016	Nursing	3		Rough-formed finish is acceptable on the interior face of storm shelter walls.	All	1/8/2016	1/8/2016
65	Bailey-Harris	Reference Pharmacy details 4& 5/S4.2; are the bent plate brick reliefs to be field welded? If so, please confirm which package is responsible for the installation.	1/5/2016	Pharmacy & Nursing	3		General Works Contractor will provide the brick relief angle.	All	1/8/2016	1/8/2016
66	Bailey-Harris	Reference Pharmacy Typical Roof Tie Down Anchor Detail on sheet S1.3; please confirm these items are not to be included in the Structural Works Package.	1/5/2016	Pharmacy & Nursing	3		This will be provided by the General Works Contractor.	All	1/8/2016	1/8/2016
67	Bailey-Harris	Reference Pharmacy detail 2/S1.3; please confirm these items are not to be included in the Structural Works Package.	1/5/2016	Pharmacy	3		Surgical supports shall be provided by General Works Contractor.	All	1/8/2016	1/8/2016
68	Bailey-Harris	Item 13 of spec section 011200 1.7B for both projects states that we are responsible for "restoration of the Owner's existing facilities used as temporary facilities". Please clarify exactly what this is referring to.	1/5/2016	Pharmacy & Nursing	3		Reference spec section 015000.	All	1/8/2016	1/8/2016
69	Bailey-Harris	Spec section 033000, 1.05. A calls for the concrete installer to employ personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI certified Concrete Flatwork Technician. Considering that neither of these projects include any slabs on grade or slabs on deck, please confirm that this requirement will not apply to this package.	1/5/2016	Pharmacy & Nursing	3		THIS REQUIREMENT ONLY APPLIES TO CONTRACTOR PROVIDING FLATWORK SLABS, WHICH WILL BE GENERAL WORKS CONTRACTOR.	All	1/8/2016	1/8/2016
70	Bailey-Harris	Is the Pharmacy or School of Nursing buildings to receive sprayed-on fireproofing in the General Works Package? If so, please confirm priming of the steel will need not be required. Reference Pharmacy details 4& 5/S4.2; are the bent plate brick reliefs to be field welded?	1/5/2016	Pharmacy & Nursing	3		ALL STEEL SHALL BE PRIMED ON THE PHARMACY BUILDING. SEE A7.4.8 FOR FIRE PROOFING PLAN FOR SCHOOL OF NURSING BUILDING.	All	1/8/2016	1/8/2016
71	Bailey-Harris	Reference Pharmacy details 6/S4.1, 7/S4.1, and 8/S4.1; there are a few items that cannot be installed in this package because slab on grade is not included in this package. Are we required to provide the material (channel on 6/S4.1, elevator sill on 7/S4.1, elevator rail supports on 8/S4.1) for these in the Structural Works Package? Will it be installed by the General Works Package contractor?	1/5/2016	Pharmacy	3		Channel steel in detail 6/S4.1, elevator sill angle in detail 7/S4.1, and elevator rails in detail 8/S4.1 will be installed by General Works Contractor.	All	1/8/2016	1/8/2016
72	Bailey-Harris	Reference Pharmacy details 2/S1.3 and Typical Roof Tie Down Anchor Detail; please confirm these items are not to be included in the Structural Works Package.	1/5/2016	Pharmacy & Nursing	3		Roof tie down anchors will be installed by General Works Contractor.	All	1/8/2016	1/8/2016
73	Bailey-Harris	Addendum 2 issued a combined Proposal Form for both projects on a single form. Will there still be a need for two separate envelopes? Or can it all go in the same envelope? If we can use one envelope, what about bid bonds and sub list – can we just turn in a combined form or do we need two separate ones?	1/6/2016	Pharmacy & Nursing	3		Same envelope, separate sub lists, one bid bond.	All	1/8/2016	1/8/2016
74	Bear Brothers	Please confirm the brick relief angle is to be excluded from the scope of work for this package as the brick locations are not shown. If we are to provide, please indicate locations.	1/6/2016	Pharmacy & Nursing	3		Brick relief angles shall be installed by General Works Contractor.	All	1/8/2016	1/8/2016
75	Bear Brothers	Is the steel fabricator to furnish and install the elevator rail supports under this package?	1/6/2016	Pharmacy	3		Elevator rail supports shall be supplied and installed by General Works Contractor.	All	1/8/2016	1/8/2016
76	Rabren	The rendering on the cover page indicate windows at the safe room area on the north elevation. We need the size and quantity of all openings in the safe room concrete walls at all elevations so blockouts can be priced accordingly.	1/6/2016	Nursing	3		See addendum 3 for storm shelter openings.	All	1/8/2016	1/8/2016
77	Rabren	Who is responsible for pouring back the beam pocket and column pocket blockets shown at S1.03 and details 2, 4, and 5/S3.21?	1/6/2016	Nursing	3		Structural Works contractor shall fill the beam pocket and column pocket blockouts	All	1/8/2016	1/8/2016
78	Rabren	The addenda recently received indicated that Phase 2 is responsible for the installation of the waterproofing at the elevator pits. The safe room wall and elevator pit are shared at the Pharmacy building. To what extent to we extend the waterproofing beyond the elevator at the safe room walls?	1/6/2016	Nursing	3		See revised elevator pit details and specifications for the School of Nursing in addendum 3.	All	1/8/2016	1/8/2016
79	Rabren	Detail 2/S3.11 indicates a keyway at the footing of the safe room walls; however, 3/S3.11 doesn't. Will the entire safe room wall require a keyway at the footing.	1/6/2016	Nursing	3		PROVIDE KEYWAY ALONG FOOTINGS. SEE ADDENDUM 03 DRAWINGS	All	1/8/2016	1/8/2016
80	Rabren	Is the operable partition support steel to be installed in Phase 2? If so, will a hole pattern be supplied for shop drilling or will the Phase 3 Contractor be responsible for field drilling the holes to accommodate the partition threaded rods.	1/6/2016	Pharmacy & Nursing	3		Operable partition support steel shall be supplied and installed by General Works Contractor.	All	1/8/2016	1/8/2016
81	Rabren	Who supplies and installs the grate and frame at the elevator sump pit?	1/6/2016	Pharmacy & Nursing	3		General Works Contractor	All	1/8/2016	1/8/2016
82	Rabren	Confirm who furnishes and installs the elevator sill angle	1/6/2016	Pharmacy & Nursing	3		Elevator sill angle will be installed by General Works Contractor.	All	1/8/2016	1/8/2016

83	Rabren	Who supplies and installs the surgical column support steel shown on 2/S1.3. If Phase 2, please provide quantities and locations.	1/6/2016	Pharmacy	3	Surgical supports shall be provided by General Works Contractor.	All	1/8/2016	1/8/2016
84	Rabren	Who supplies and installs the louver support steel at 6/S4.1?	1/6/2016	Pharmacy	3	Channel steel in detail 6/S4.1 will be by General Works Contractor.	All	1/8/2016	1/8/2016
85	Rabren	Confirm that the elevator support steel shown at 8/S4.1 is by Phase 3.	1/6/2016	Pharmacy	3	Elevator support steel shown on 8/S4.1 will be supplied and installed by Phase 3 General Works Contractor.	All	1/8/2016	1/8/2016
86	Rabren	Confirm that the bent plate ant 4/S4.2 is by Phase 2	1/6/2016	Pharmacy & Nursing	3	General Works Contractor will provide the bent plate shown in details 4/S4.2.	All	1/8/2016	1/8/2016
87	Rabren	Confirm that the thickened slabs and slab recesses are excavated in Phase 3.	1/6/2016	Pharmacy & Nursing	3	General Works Contractor will be responsible for any excavation below subgrade for depressed slabs.	All	1/8/2016	1/8/2016
88	Bailey-Harris	Item III, B, 4 – of the prequalification for this project stated that a full time on-site Safety and Health Officer will be required. The answer to RFI-1 issued in Addendum 2 appears to remove this requirement. Please confirm.	1/7/2016	Pharmacy & Nursing	3	A full time on-site Safety and Health Officer will be required for this project. RFI-7 has been corrected.	All	1/8/2016	1/8/2016
89	Bailey-Harris	On drawing S2.1, section 6/S4.1 is cut and stated to be "at louvers". I do not believe architectural drawings have been issued at this time and without them how are we to determine the extent of this detail? Drawing S2.2 calls for HSS 8x8x5/15 louver supports "see arch. dwgs". Without architectural drawings how do we determine the extent of this detail? On drawings S2.2 and S2.3 sections 2/S4.2 is cut and stated to be "at punched windows". Again, without architectural drawings how do we determine the extent of this detail?	1/7/2016	Pharmacy	3	ALL LOUVER SUPPORT STEEL TO BE BY GENERAL WORKS CONTRACTOR. DETAIL 2/S4.2 CONTAINS NO ADDITIONAL INFORMATION NEEDED FOR STRUCTURAL WORKS PACKAGE.	All	1/8/2016	1/8/2016
90	Bear Brothers	Specification Section 05.12.00 of the PRB under Paragraph 1.06 Item F - LEED Submittal states we are to provide product data for Credit MR 4.1 and Credit MR 4.2; For products having recycled content, documentation indicating percentage by weight of postconsumer and preconsumer recycled content. Include statement indicating costs for each product having recycled content. Is this a LEED project and what is the goal for this criteria?	1/7/2016	Pharmacy & Nursing	3	LEED is not a requirement of this project.	All	1/8/2016	1/8/2016
91	Bear Brothers	The Milestone Summary Schedule shows the Pharmacy Research Building being "Ready for Structural Steel" by 6/15 and then "Erect/Detail/Decking Complete" by 6/30. Is 15 calendar days to erect 3 framed floors and deck them the intent? The School of Nursing shows 5 calendar days for the same activities. Please clarify.	1/7/2016	Pharmacy & Nursing	3	Pharmacy is correct. The Erect/Detail/Decking Complete date for School of Nursing is July 22, 2016 as stated in the Milestone Summary.	All	1/8/2016	1/8/2016
92	Bear Brothers	Can you provide architectural elevations and floor plans for both buildings for reference only?	1/7/2016	Pharmacy & Nursing	3	These drawings are not available for issuance at this time	All	1/8/2016	1/8/2016
93	Bear Brothers	Per RFI item No. 22 Response, please advise if compaction testing and concrete testing including floor levelness testing will be provided by Owner as the specifications reference both Owner and Contractor to engage in qualified testing lab.	1/7/2016	Pharmacy & Nursing	3	ITEM 3.15B SHOULD BE DELETED FROM SPEC SECTION 033000.	All	1/8/2016	1/8/2016
94	Rabren	01 1000 Project Summary for both projects indicate that the rain day class is 3. Why would it not be 2 as all of the work for Phase 2 is outside work and no interior work?	1/7/2016	Pharmacy & Nursing	3	Rain Days Class 3 for this project.	All	1/8/2016	1/8/2016
95	Rabren	Please confirm that only one set of bid documents are to be submitted as there are two architects and two buildings.	1/7/2016	Pharmacy & Nursing	3	The revised bid form issued in Addendum 2 shall be used as a single bid form which includes both projects. Unit cost and subcontractor bid list shall be submitted separately for each project.	All	1/8/2016	1/8/2016
96	M.J. Harris	PRB, sheet S2.1, there a couple of notes that read, " provide vibration isolation joint around animal area – see architectural drawing." Please provide detail	1/7/2016	Pharmacy	3	Slabs are not included in this scope of work. All concrete slabs will be installed by General Works Contractor.	All	1/8/2016	1/8/2016
97	M.J. Harris	PRB, sheet S2.1, please confirm TOF for F8 is equal to TOS for the elevator pit. Please confirm -4' is sufficient for the specified elevator.	1/7/2016	Pharmacy	3	TOF for F8 matches the TOF for elevator pit (-4'-0").	All	1/8/2016	1/8/2016
98	M.J. Harris	Addendum 2, RFI Log, Question 11 indicates concrete slabs are not included in this scope. I understand the slab on grade is not included (except for the ribbon slab), are the slabs on metal deck not to be included as well?	1/7/2016	Pharmacy & Nursing	3	Slabs are not included in this scope of work. All concrete slabs will be installed by General Works Contractor. Ribbon slab is not included either.	All	1/8/2016	1/8/2016
99	M.J. Harris	Please confirm material testing is to be by the contractor.	1/7/2016	Pharmacy & Nursing	3	Owner will provide material testing as specified in the documents. Contractor will provide all testing specified in documents to be paid for by Contractor.	All	1/8/2016	1/8/2016
100	M.J. Harris	Project manuals for both projects include an Attachment to the bid entitled "Stated Allowances & Unit Prices," SCN Addendum 2 revises this document. Is this single document to be used for both projects and submitted only once? Further more this document is set up as a unit price allowance i.e. unit price x quantity = total allowance. Is a quantity supposed to be identified for us to carry? Or is this simply a unit price?	1/7/2016	Pharmacy & Nursing	3	The revised bid form issued in Addendum 2 shall be used as a single bid form which includes both projects. Unit cost and subcontractor bid list shall be submitted separately for each project.	All	1/8/2016	1/8/2016
101	M.J. Harris	I understand we need to carry the Building Commissioning permit. Do we also need to carry any local permit costs?	1/7/2016	Pharmacy & Nursing	3	General building permit will be by owner. Any and all trade and specialty permits shall be provided by contractor at contractor's expense.	All	1/8/2016	1/8/2016