

A PROJECT MANUAL FOR

**MISCELLANEOUS
PROTECTIVE PARTITIONS
AT VARIOUS BUILDINGS
FOR
BALDWIN COUNTY COMMISSION

BALDWIN COUNTY, ALABAMA**

MARCH 1, 2024 RTA



PH&J 2229GV

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LIST OF ABBREVIATIONS

REFERENCED STANDARDS AND AGENCIES

AA	ALUMINUM ASSOCIATION	IBC	INTERNATIONAL BUILDING CODE
AASHTO	AMERICAN ASSOCIATION STATE HIGHWAY & TRANSPORTATION OFFICIALS	ICC	INTERNATIONAL CODE COUNCIL
AABC	ASSOCIATED AIR BALANCE COUNCIL	IECC	INTERNATIONAL ELECTRICAL CODE COUNCIL
ABC	ALABAMA BUILDING COMMISSION	IFC	INTERNATIONAL FIRE CODE
ACI	AMERICAN CONCRETE INSTITUTE	IFGC	INTERNATIONAL FUEL GAS CODE
ACIL	AMERICAN COUNCIL OF INDEPENDENT LABORATORIES	IES	ILLUMINATING ENGINEERING SOCIETY
ACPA	AMERICAN CONCRETE PIPE ASSOCIATION	ILA	INDIANA LIMESTONE INSTITUTE
ACRMA	AIR CONDITIONING AND REFRIG.MACHINERY ASSOC.	MBMA	METAL BUILDING MANUFACTURERS ASSOC.
ADC	AIR DIFFUSION COUNCIL	MBSA	MODULAR BUILDING STANDARDS ASSOCIATION
ADEM	ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT	MFMA	MARBLE FLOORING MANUFACTURERS ACCOCIATION
AGA	AMERICAN GAS ASSOCIATION	MIA	MARBLE INSTITUTE OF AMERICA
AGC	ASSOC. GEN. CONTRACTORS OF AMER.; ALABAMA GAS CORP.	MLMA	MARBLE LATHE MANUFACTURERS ASSOCIATION
AHA	AMERICAN HARDBOARD ASSOCIATION	MWI	METAL WINDOW INSTITUTE
AHD	ALABAMA HIGHWAY DEPARTMENT	NAAMM	NATIONAL ASSOC. ARCHITECTURAL METAL MANUF.
AIA	ALABAMA INSTITUTE OF ARCHITECTS	NBLP	NATIONAL BUREAU OF LATHING AND PLASTERING
AIA	AMERICAN INSURANCE ASSOCIATION	NACA	NATIONAL ACOUSTICAL CONTRACTORS ASSOCIATION
AIA	ASBESTOS INFORMATION ASSOCIATION	NAEC	NATIONAL ASSOCIATION OF ELEVATOR CONTRACTORS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	NASFC	NATIONAL AUTOMATIC SPRINKLER AND FIRE CONTROL
AISI	AMERICAN IRON AND STEEL INSTITUTE	NBS	NATIONAL BUREAU OF STANDARDS
AITC	AMERICAN INSTITUTE OF TIMBER CONSTRUCTION	NCHA	NATIONAL CONTRACT HARDWARE ASSOCIATION
ALDOT	ALABAMA DEPARTMENT OF TRANSPORTATION	NCMA	NATIONAL CONCRETE MASONRY ASSOCIATION
AMMA	AMERICAN METAL MANUFACTURERS ASSOCIATION	NEC	NATIONAL ELECTRICAL CODE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
APA	AMERICAN PLYWOOD ASSOCIATION	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
APC	ALABAMA POWER COMPANY	NIOSH	NATIONAL INST.OF OCCUPATIONALHEALTH & SAFETY
ARI	AIR CONDITIONERS AND REFRIGERATION INSTITUTE	NLI	NATIONAL LIMESTONE INSTITUTE
ASA	AMERICAN STANDARDS ASSOCIATION	NLMA	NATIONAL LUMBER MANUFACTURERS ASSOCIATION
ASHRAE	AMER. SOC. HEATING, REFRIG. & AC ENGINEERS	NOFMA	NATIONAL OAK FLOOR MANUFACTURING ASSOCIATION
ASLA	AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS	NPCA	NATIONAL PRECAST CONCRETE ASSOCIATION
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS	NSF	NATIONAL SANITATION FOUNDATION
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS	NTMA	NATIONAL TERRAZZO AND MOSAIC ASSOCIATION
AT&T	AMERICAN TELEPHONE & TELEGRAPH COMPANY	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMIN.
AWCI	ASSOCIATION OF WALL AND CEILING INDUSTRIES	PATMI	POWER ACTUATED TOOL MANUFACTURERS INSTITUTE
AWI	ARCHITECTURAL WOODWORK INSTITUTE	PCA	PORTLAND CEMENT ASSOCIATION
AWMA	ALUMINUM WINDOW MANUFACTURERS ASSOCIATION	PCI	PRESTRESSED CONCRETE INSTITUTE
AWPA	AMERICAN WOOD PROTECTION ASSOCIATION	PDI	PLUMBING AND DRAINAGE INSTITUTE
AWWA	AMERICAN WATER WORKS ASSOCIATION	PEI	PORCELAIN ENAMEL INSTITUTE
AWS	AMERICAN WELDING SOCIETY	PI	PERLITE INSTITUTE
BIA	BRICK INSTITUTE OF AMERICA	PSC	PUBLIC SERVICE COMMISSION
BHMA	BUILDERS HARDWARE MANUFACTURERS ASSOCIATION	SAA	SURETY ASSOCIATION OF AMERICA
CABRA	COPPER AND BRASS RESEARCH ASSOCIATION	SBI	STEEL BOILER INSTITUTE
CLFMI	CHAIN LINK FENCE MANUFACTURING INSTITUTE	SBTMA	SOUTHERN BRICK AND TILE MANUFACTURERS ASSOC.
CPA	CONSUMER PROTECTION AGENCY	SCB	SOUTH CENTRAL BELL
CPSC	CONSUMER PROTECTION SAFETY COMMISSION	SCPI	STRUCTURAL CLAY PRODUCTS INSTITUTE
CRA	CALIFORNIA REDWOOD ASSOCIATION	SDI	STEEL DOOR INSTITUTE; STEEL DECK INSTITUTE
CRSI	CONCRETE REINFORCING STEEL INSTITUTE	SIGMA	SEALED INSULATING GLASS MANUFACTURERS ASSOC.
CS	COMMERCIAL STANDARD	SJI	STEEL JOIST INSTITUTE
CSI	CONSTRUCTION SPECIFICATIONS INSTITUTE	SMACCA	SHEET METAL & AIR COND.CONTRACTORS ASSOC.
DFPA	DOUGLAS FIR PLYWOOD ASSOCIATION	SPA	SOUTHERN PINE ASSOCIATION
DHI	DOOR & HARDWARE INSTITUTE	SPIB	SOUTHERN PINE INSPECTION BUREAU
EPA	ENVIRONMENTAL PROTECTION AGENCY	SPR	SIMPLIFIED PRACTICE RECOMMENDATIONS
EIA	ELECTRONICS INDUSTRIES ASSOCIATION	SPC	STRUCTURES PAINTING COUNCIL
FHA	FEDERAL HOUSING ADMINISTRATION	SRI	STEEL RECYCLING INSTITUTE
FM	FACTORY MUTUAL LABORATORIES	SSPC	SOCIETY FOR PROCTIVE COATING
FS	FEDERAL SPECIFICATION	SWI	STEEL WINDOW INSTITUTE
FGJA	FLAT GLASS JOBBERS ASSOCIATION	TAIA	THE AMERICAN INSURANCE ASSOCIATION
FTI	FACING TILE INSTITUTE	TCNA	TILE COUNCIL OF NORTH AMERICA
GRDF	GYPSUM ROOF DECK FOUNDATION	TMA	TILE MANUFACTURERS ASSOCIATION
GSA	GENERAL SERVICES ASSOCIATION	UL	UNDERWRITERS LABORATORIES
		USDA	U.S. DEPARTMENT OF AGRICULTURE
		VI	VERMICULITE INSTITUTION
		VWPI	VACCUM WOOD PRESERVATIVE INSTITUTE
		WCLIB	WEST COAST LUMBER INSPECTION BUREAU
		WRI	WIRE REINFORCEMENT INSTITUTE

MISCELLANEOUS REFERENCES

A	AMPERES; AREA; ARCHITECTURAL	DR	DRAWER; DRAIN; DOOR; DINING ROOM
AB	ANCHOR BOLT	DS	DOWNSPOUT
ABD	ACOUSTICAL BOARD	DW	DISHWASHER
AC	ALTERNATING CURRENT; AIR CONDITIONING	DWG	DRAWING
ACOU	ACOUSTICAL		
ACT	ACTIVE	E	EAST; ELECTRICAL; ENTRY
AD	AREA DRAIN	EA	EACH
ADJ	ADJUSTABLE	EB	EXPANSION BOLT
AFF	ABOVE FINISH FLOOR	EDF	ELEC DRINKING FOUNTAIN
AHU	AIR HANDLING UNIT	EJF	EXPANSION JOINT FILLER
AL	ALUMINUM	EL	ELEVATION
ALT	ALTERNATE	ELEC	ELECTRIC
ALUM	ALUMINUM	ELEV	ELEVATOR; ELEVATION
ASPH	ASPHALT	ELD	ELECTRIC LOCKING DEVICE
AT	ACOUSTICAL TILE	ENT	ENTRANCE
AUTO	AUTOMATIC	EOS	END OF SECTION
AVE	AVENUE	EQ	EQUAL; EQUIPMENT
AVG	AVERAGE	EQUIP	EQUIPMENT
AWG	AMERICAN WIRE GAUGE	EW	EACH WAY
		EWC	ELECTRIC WATER COOLER
B	BATH	EXB	EXPANSION BOLT
BC	BACK CHECK	EXH	EXHAUST
BD	BOARD	EXIST	EXISTING
BEJ	BUILDING EXPANSION JOINT	EXP	EXPANSION
BET	BETWEEN	EXP.JT	EXPANSION JOINT
B4E	BEVELED 4 EDGES	EXT	EXTERIOR
BKBD	BACKBOARD	EXTN	EXTENSION
BL	BUILDING LINE		
BLDG	BUILDING	F	FAHRENHEIT; FACE
BM	BENCH MARK; BEAM	FBP	FIRE BARRIER PARTITION
BRDG	BRIDGING	FC	FOOT CANDLE
BS	BOTH SIDES	FD	FLOOR DRAIN; FIRE DAMPER
B&S	BROWN & SHARP	FE	FIRE EXTINGUISHER
BT	BULB TEE	FEC	FIRE EXTINGUISHER CABINET
BTB	BACK-TO-BACK	FED	FEDERAL
BTU	BRITISH THERMAL UNIT	FF	FINISH FLOOR
BU	BUILT UP	FH	FIRE HYDRANT; FLAT HEAD
		FHC	FIRE HOSE; CABINET
C	CARPET; CONDUIT; COURSE; CENTIGRADE; CIVIL;	FL	FLOW LINE; FLOOR LINE; FLOOR; FUSIBLE LINK
	CORRIDOR	FOW	FACE OF WALL
CAB	CABINET	FPM	FEET PER MINUTE
CAT	CATALOG	FR	FIRE RATED
CB	CHALKBOARD; CONCRETE BLOCK	FS	FULL SIZE; FEDERAL SPEC
CC	CUBIC CENTIMETER	FT	FOOT
CDC	CLOSE DON'T COUNT	FTF	FACE TO FACE
CEM	CEMENT	FVC	FOOTING
CFM	CUBIC FEET PER MINUTE	FVC	FIRE VALVE CABINET
CG	CORNER GUARD	FYC	FOR YOUR CONSIDERATION
CI	CAST IRON	FYI	FOR YOUR INFORMATION
CJ	CONSTRUCTION JOINT		
CL	CENTER LINE	G	GAS
C&G	CURB & GUTTER	GA	GAUGE
CLG	CEILING	GAL	GALLON
CM	CONSTRUCTION MGR; CORRUGATED METAL	GALV	GALVANIZED
CMU	CONCRETE MASONRY UNIT	GB	GRAB BAR; GYPSUM BOARD
CO	CLEAN OUT; CHANGE ORDER	GBR	GUINNESS BOOK OF RECORDS
COND	CONDENSATE	GC	GENERAL CONTRACTOR; GENERAL CONDITIONS
COL	COLUMN	GG	GRAVEL GUARD
CONC	CONCRETE	GI	GALVANIZED IRON
CONN	CONNECT	GL	GLASS
CONT	CONTINUOUS	GLM	GOOD LUCK MEN
COR	CORRIDOR	GND	GROUND
CR	COLD ROLLED; CORROSION RESISTANT	GOVT	GOVERNMENT
CRS	CORROSION RESIS STEEL	GPF	GALLONS PER SQAURE FOOT
CRT	CATHODE RAY TUBE	GPM	GALLONS PER MINUTE
CSK	COUNTERSUNK	GPY	GALLONS PER SQUARE YARD
CST	CENTRAL STAN TIME	GR	GRADE
CSV	CRAWL SPACE VENT	GT	GLAZED CERAMIC TILE
CT	CERAMIC TILE; EAST THRESHOLD	GV	GATE VALVE
CTC	CENTER TO CENTER	GYP	GYPSUM
CTR	COUNTER		
CW	COLD WATER	H	HEATING (HVAC); HALL
CWR	COLD WATER RETURN	HAC	HEATING/AIR CONDITIONING
CWS	COLD WATER SUPPLY	HB	HOUSE BIBB
CYL	CYLINDER	HC	HOLLOW CORE; HANDICAPPED
		H/C	HANDICAPPED
D	PENNY (NAILS, ETC)	HD	HEAVY DUTY
DA	DOUBLE ACTING	HDF	HANDICAP DRINKING FOUNTAIN
DBL	DOUBLE	HFS	HALF FULL SIZE
DET	DETAIL	HG	HEAVY GAUGE
DF	DRINKING FOUNTAIN	HL	HIGH LIMIT
DIA	DIAMETER	HM	HOLLOW METAL
DIAG	DIAGONAL DIAGRAM	HMR	HORIZONTAL MASONRY REINFORCE
DIM	DIMENSION	HO	HOLD OPEN
DO	DITTO	HORIZ	HORIZONTAL
DOZ	DOZEN	HP	HORSEPOWER; HIGH PRESSURE
DN	DOWN	HPL	HIGH PRESSURE LIMIT
DP	DAMPPROOF	HR	HANDRAIL; HOUR

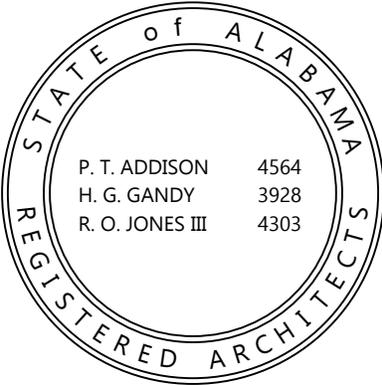
HT	HEIGHT	OPP	OPPOSITE
HW	HOT WATER; HARDWARE (SET)	OSF	OUTSIDE FACE
HWD	HARDWARE	OTO	OUT TO OUT
HVAC	HEATING; VENTILATING, & AC	OXY	OXYGEN
HZ	HERTZ	OZ	OUNCE
ID	INSIDE DIAMETER	P	PLUMBING
INCL	INCLUDE	PA	PARALLEL ARM; PUBLIC ADDRESS
INSUL	INSULATING MATERIAL	PAR	PARAGRAPH
INT	INTERIOR	PAS	POWDER ACTUATED STUD
INV	INVERT	PB	PROJECT BOOK
IPS	IRON PIPE SIZE	P/C	PRESTRESSED CONCRETE; PRECAST CONCRETE
ISF	INSIDE FACE	PCF	POUNDS PER CUBIC FOOT
ITC	IN THIS CONTRACT	PCY	POUNDS PER CUBIC YARD
J	JANITOR	PDF	POWER DRIVEN FASTENER
JAN	JANITOR	PGL	PLATE GLASS
JB	JUNCTION BOX	PH	PHILLIPS HEAD
JR	JUNIOR	PL	PROPERTY LINE; PLATE
JS	JANITOR SINK	PLB	PLUMBING
JSV	JOINT SPACE VENT	PLF	POUNDS PER LINEAR FOOT
JT	JOINT	PLYW	PLYWOOD
K	KIP (1000 LB); KITCHEN	POL	POLISH
KA	KEY ALIKE	PP	POWER POLE
KD	KNOCK DOWN; KEY DIFFERENT	PPS	POUNDS PER SQUARE
KG	KILOGRAM	PRV	PRESSURE REDUCING VALVE
KM	KILOMETER	PSF	POUNDS PER SQUARE FOOT
KV	KILOVOLT	PSI	POUNDS PER SQUARE INCH
KVA	KILOVOLT AMPS	PSIG	POUNDS PER SQUARE INCH GAGE
KW	KILOWATT	PSY	POUNDS PER SQUARE YARD
L	ANGLE (METAL SHAPE)	PT	PRESSURE TREATED
LAM	LAMINATE	PTD	PAPER TOWEL DISPENSER
LAV	LAVATORY	PTP	PLASTIC(FACED)TP
LBS	POUNDS	PVC	POLYVINYL CHLORIDE
LDW	LESS DOOR WIDTH	QT	QUARRY TILE
LED	LIGHT EMITTING DIODE	R	RADIUS; RUBBER
LG	LIGHT GAUGE	RA	RETURN AIR
LH	LEFT HAND	RCP	REFLECTED CEILING PLAN
LIN	LINEAR	RD	ROOF DRAIN; ROAD; ROUND
LL	LOW LIMIT	RE	REFERENCE
LLH	LONG LEG HORIZONTAL	REF	REFRIGERATOR
LLV	LONG LEG VERTICAL	REG	REGISTER
LOC	LOCATION	REV	REVISED
LP	LOW PRESSURE; LIQUID; PETROLEUM; LIGHT PROOF	REQD	REQUIRED
LPL	LAMINATED PLASTIC	RH	RELATIVE HUMIDITY; RIGHTHAND; ROUND HEAD;
LPT	LOCAL PREVAILING TIME	RM	ROOM
LSG	LAMINATED SAFETY GLASS	RO	ROUGH OPENING
LT	LIGHT	ROW	RIGHT OF WAY
LVR	LOUVER	R/W	RIGHT OF WAY
M	MEN	RPM	REVOLUTIONS PER MINUTE
MAX	MAXIMUM	RS&S	ROD STOCK & SEALANT
MBT	MARBLE THRESHOLD	RT	RESILIENT TILE
MC	MEDICINE CABINET	S	SOUTH; STAIR; STRUCTURAL
MDO	MEDIUM DENSITY OVERLAY	SA	SUPPLY AIR SINGLE ACTING
MDS	METAL DIVIDER STRIP	SAN	SANITARY
MECH	MECHANICAL	SBP	SMOKE BARRIER PARTITION
MED	MEDIUM; MEDICAL	SC	SOLID CORE; SCALE
MEMB	MEMBER	SCH	SCHEDULE
MET	METAL	SCHED	SCHEDULED
MFG	MANUFACTURER	SD	SOAP DISPENSER OR DISH; SMOKE DAMPER
MH	MANHOLE	SEC	SECTION
MI	MALLEABLE IRON	SF	SQUARE FEET
MM	MINIMUM; MINUTE	SG	SOAP GRAB
MISC	MISCELLANEOUS	SGT	STRUCTURAL GLAZED TILE
MK	MASTER KEY; MARK	SH	SHEET
MO	MASONRY OPENING	SHF	SHELF
MP	MEDIUM PRESSURE	SHVS	SHELVES
MPH	MILES PER HOUR	SI	SQUARE INCH
MT	METAL THRESHOLD	SIM	SIMILAR
MTD	MOUNTED	SLA	SINGLE LEVER ARM
MTP	METAL TOILET PARTITION	SNB	SEX NUTS & BOLTS
N	NORTH	SND	SANITARY NAPKIN DISPENSER
NA	NOT APPLICABLE	SOT	SEE OTHER TRADES
NIC	NOT IN CONTRACT	SP	SINGLE PHASE; SINGLE POLE
NL	NIGHT LATCH	SPEC	SPECIFICATION
NO	NUMBER; NITROUS OXIDE	SP	SPLASH PAN
NRP	NON-REMOVABLE PIN	SQ	SQUARE
NTR	NO TEMPERATURE RATING	SR	SHOWER ROD
NTS	NOT TO SCALE	SS	STAINLESS STEEL; SANITARY SEWER
OA	OUTSIDE AIR	SSD	SUB-SURFACE DRAIN
OC	ON CENTER	SSMH	SANITARY SEWER MANHOLE
OCEW	ON CENTER EACH WAY	STL	STEEL
OLF	OUNCE PER LINEAR FOOT	STR	STRUCTURAL
OD	OUTSIDE DIAMETER	SW	SWITCH
OH	OVERHEAD; OVAL HEAD	SY	SQUARE YARD
OPG	OPENING	SYP	SOUTHERN YELLOW PINE
OPH	OPPOSITE HAND	S4S	SURFACE 4 SIDES
OPN	OPENING		

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T	TOILET
TAB	TEST & AIR BALANCE
TB	TACKBOARD
T&B	TOP & BOTTOM
TC	TERRA COTTA
TEL	TELEPHONE
TGL	TEMPERED GLASS
TLC	TENDER LOVING CARE
TOC	TOP OF CURB
TOW	TOP OF WALL
TP	TOILET PARTITION
TPH	TOILET PAPER HOLDER
TR	TOWEL ROD
TRANS	TRANSFORMER
TS	TERRAZZO STRIP
TS	TUBE (STRUCTURAL SHAPE) TERRAZZO (EXPANSION) STRIP
TSTAT	THERMOSTAT
TV	TELEVISION
TYP	TYPICAL
U	URINAL
UC	UNERCUT; UNDERCOUNTER
UOS	UNLESS OTHERWISE SHOWN
USG	UNITED STATE GAGE
V	VOLTAGE; VESTIBULE
VAC	VACUUM
VB	VAPOR BARRIER
VC	VITROUS CLAY
VCT	VINYL COMPOSITION TILE
VIB	VIBRATOR
VDT	VIDEO DISPLAY TERMINAL
VP	VAPORPROOF
VAT	VINYL ASBESTOS TILE
W	WOMEN; WATT; WEST
W/	WITH
WC	WATER CLOSET
WD	WINDOW DIMENSION; WOOD
WDW	WINDOW
WF	WIDE FLANGE(BEAM)
WG	WIRE GLASS
WH	WEEP HOLE; WATER HEATER, WALL HYDRANT
WM	WASHING MACHINE
WOT	WORK OF OTHER TRADES
WP	WATER/WEATEHER PROOF
WR	WATER RESISTANT
WS	WOOD SCREWS
W&V	WASTE AND VENT
WWF	WOVEN WIRE FABRIC
WWM	WOVEN WIRE MESH
YH	YARD HYDRANT

*WHERE AN ABBREVIATION HAS MORE THAN ONE MEANING, ASSUME THE USE APPROPRIATE TO THE TRADE OR ITEM REFERRED TO.

These Specifications were prepared by and under the direct supervision of P.H. & J. Architects, Inc., Montgomery, Alabama



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- 0020 Extract of GC License Law
- 0030 Proposal Form (Form C-3)
- Accounting of Sales Tax Form C-3A, Attachment to Form C-3 Proposal Form
- Alabama Department of Revenue Notice

- Application for Sales and Use Tax Certificate of Exemption for Government Entity Project (ST. EXC-01)

- 0041 Bid Bond*
- 0050 Form of Agreement (AIA A-101)*
- 0060 Form of Performance Bond*
- 0061 Form of Payment Bond*

- 0070 General Conditions (AIA Form A-201)*
- 0080 Supplementary Conditions
- ARPA Award Terms and Conditions

- Statement of Compliance (Act No 2012-491)
- Statement of Compliance (Act No 2016-312)
- Allowance Authorization Form

- Contractor's Affidavit of Payment of Debts and Claims (AIA G706)*
- Contractor's Affidavit of Release of Liens (AIA G706A)*
- Consent of Surety to Final Payment (AIA G707)*

*Included by reference only

SPECIFICATIONS

Division 1 – GENERAL REQUIREMENTS

- 0101 Base Bid, Alternates & Allowances
- 0104 Coordination, Engineering & Administration
- 0112 Alteration Work Generally
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Divisions 2 – 5

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Division 6 – CARPENTRY

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None This Project

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SECTION 0005

ADVERTISEMENT FOR BIDS

Sealed proposals will be received from qualified General Contractors at the Baldwin County Commission, Department of Purchasing Conference Room, Baldwin County Annex III, located at 257 Hand Avenue, Bay Minette, Alabama, until **2:00 PM (local prevailing time), (DATE) 2024**; and thereafter opened publicly for construction of:

MISCELLANEOUS PROTECTIVE PARTITIONS AT VARIOUS BUILDINGS FOR BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA

The work includes miscellaneous protective partitions at various buildings in Baldwin County, Alabama, at the following locations: Baldwin County Archives Building Entry – Bay Minette; Baldwin County Juvenile Center, Bay Minette; Fairhope Revenue Department – Fairhope Courthouse; Foley Revenue Department - Foley Courthouse; and Robertsdale Revenue Department – Robertsdale, with all trades incorporated in the General Contract

Obtaining Bid Documents: Electronic images of bid documents may be viewed on-line at no cost through Alabama Graphics web site (www.algraphicsplanroom.com) and hard copies at the office of the Architect. Questions pertaining to accessing the web site should be directed to Bryant Haynie 334/263-0529. Access jobs under “PUBLIC JOBS” for the above-named project. Bidders may obtain Bid Documents as directed below. Bid Documents may only be obtained from:

Alabama Graphics
350 E. Fred D. Gray Ave
Montgomery, Alabama 36104

Bid Documents: Bid Documents either paper copies OR full sets of electronic copies (pdf format) may be purchased through the Alabama Graphics DPR web site upon payment to Alabama Graphics. The cost will be **\$75.00** per set. This is the full cost of printing, handling, and distribution.

Official interpretations will be based on complete, full-size sets. Bid documents may be used only for the purpose of bidding and constructing this project. Documents may not be copied in whole or in part by electronic or other means. Anyone placing an order for plans and specifications will be notified of all addenda by e-mail. The architect retains all copyrights and ownership of the documents.

Award will be made only to competent and responsible bidders as mandated by Title 39 of the Code of Alabama respondents who have the experience and other qualifications as set forth in the bid documents. Pre-bid qualification is not required. All bidders must be licensed under Title 34 of the Code of Alabama and evidence thereof must appear on the proposal envelope (outside in clear view) or it will not be opened.

A **NON-MANDATORY** Pre-bid conference will be held at **AM//PM**, local time on **(DATE)**, at: **(Location)** for the purpose of reviewing the project and answering Bidder's questions.

This project qualifies for the Sales Tax Saving Program and the Owner intends to implement this program.

This project is Federally assisted, and the Contractor must adhere the terms and conditions of the Owner's American Rescue Plan Act (ARPA) terms and conditions, included in this Project Manual.

Pursuant to State Law a cashier's check or bid bond payable to the Owner in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000.00, must be enclosed with the bid to secure the bid for at least **30 days**. Conditional bids will be rejected. A list of major subcontractors must be submitted as indicated in the Supplemental Instructions to Bidders. Performance and Payment Bonds and evidence of specified insurance are pre-requisites of contract award. The right is reserved by the Awarding Authority to reject all bids and to waive irregularities.

The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted.

CHAIRMAN, BALDWIN COUNTY COMMISSION

Billie Jo Underwood

BAY MINETTE, ALABAMA

**By; PH&J ARCHITECTS, INC.
807 S. McDonough St. (36104)
P.O. Box 215 (36101)
Montgomery, Alabama
Telephone (334) 265-8781
Email: phj@phjarch.com**

SECTION 0010

INSTRUCTIONS TO BIDDERS

1. **Documents:** Drawings and Project Manual may be obtained as noted in the Advertisement for Bids. Sets may be examined at the Office of the Owner and the Architect.

Partial sets will be issued as stated in the "Advertisement For Bids" upon written request specifying drawing sheet(s) and /or specifications division(s) requested. Bidders, sub-contractors, and vendors should only make such requests after viewing and examining the complete set. Official interpretations will be based on complete, full-size sets. Architects retains copyright to all documents. Documents may not be copied in whole or in part by electronic or other means.

2. **Bidders Representation:** Each Bidder by making his bid represents that he has read and understands the documents, that he has visited the site and familiarized himself with all local conditions affecting the work, and that his bid is based on the materials, equipment, etc. described in the documents.
3. **Questions:** Bidders finding discrepancies, ambiguities, or omissions in bidding documents, must notify the Architect not later than 7 days prior to the Bid Date. Interpretations or corrections will be issued to all prime bidders of record as an Addendum. Such bulletins shall become part of the contract and are to be acknowledged in the Bid Form. Only written interpretation or corrections by Addendum shall be binding; bidders shall not rely upon interpretation or correction by any other method. Lacking such an interpretation, bidders shall base their bid on the literal interpretation of the documents.

Informal questions regarding the work should be directed to Steven Hall of PH&J Architects at 334-265-8781 or via email (shall@phjarch.com).

4. **Preparation of Bid:** Submit a bid on the form provided or a copy thereof including attachment Accounting Of Sales Tax Form. Fill in all spaces using ink or typewriter. Indicate the legal name and business address of the Bidder. Sign in ink with the name typed below. Bids by partnerships must show the name of all partners. Bids by corporations must be signed under the corporate seal, the legal name of the corporation and the State of Incorporation, followed by the signature and designation of a person authorized to bind it; at the bottom, note the bidder's State License Number, his construction classification and monetary bid limit (state in dollars). Any erasures or interlineation must be initialed by the signer. If words and figures conflict, words shall govern. Bids containing omissions or qualifications will be considered non-responsive and may be rejected. Only one copy is required.

The Bid Bond and Power of Attorney must be dated the same date. The date must be the date of the bid opening or a date prior to bid opening. The Bid Bond must be in effect and valid at the time of the bid opening.

The Proposal Form must be dated the same date as bid opening, or a date prior to bid opening.

Sales and Use Tax exempted by Legislative Act 2013-205 is not to be included in the price on the Proposal Form "Form C-3".

The Sales and Use Tax exempted by Legislative Act 2013-205 is to be indicated on the Accounting of Sales Tax Attachment to Proposal Form.

Enclose the bid in a sealed envelope bearing the name of the work and of the bidder and his State License Number for General Contracting. Bid envelopes without such evidence of the Contractor's License will be refused.

After the bid has been sealed, minor adjustments may be made to the bid over the signature of the person who signed the proposal form. Such corrections shall be made on the face of the sealed envelope and must not reveal the amount of the original bid.

5. **Alternates**: Bidders are requested to bid on all Alternates or unit costs indicated. State alternate bids as additions or deductions to the Base Bid. Where an Alternate does not involve a change in price, insert the words "No Change". Bidders not desiring to bid a certain Alternate should so indicate by the words "No Bid". Bidders failing to bid an Alternate risk disqualification of their bid. Refer to Section 0101 for description of Base Bid and Alternates.
6. **Bid Security**: Bidders Bond (or cashier's check drawn on an Alabama Bank) for not less than 5% of the Base Bid sum, no more than \$10,000.00 payable to the Owner, must be attached to the bid. The Bid Bond shall be on AIA Form 310, be executed by a surety company qualified to make such bonds in this State, have power-of-attorney attached, and be dated within 15 days of the date of opening. Bond or check of three lowest bidders will be retained until Contract and Bonds are properly executed by the successful bidder; all others will be returned upon request immediately after tabulation and checking of bids. The Bid Security shall insure that the bidder will enter into a contract with the Owner and will furnish the specified Performance and Payment Bonds and evidence of insurance within 10 days after presentation to him of a contract draft, provided such presentation is made within 30 days of the Bid Date. The monies represented by the Bid Security (limited to the difference to the next lower bid) shall be forfeited to the Owner as proper compensation for any damage resulting from a default of this condition.
7. **Pre-Bid Approval of Materials**: Refer to Section 0160.
8. **Sales and Use Tax**: This project qualifies for sales and use tax exemption as indicated in the Supplementary Conditions.
9. **Examination of Site**: All bidders will be held to have examined the different sites and local conditions affecting the work, and by submitting a bid in response hereto will be certifying that the bidder has been provided the opportunity to do so. Arrangements to revisit and examine site conditions in addition to the pre-bid conference and subsequent site visits will need to be made and coordinated with local building maintenance staff of the County by contacting (Names and phone numbers for each building location).

10. **Pre-Bid Conference**: A **NON-MANDATORY** pre-bid conference will be held at the place/location and time stated in the Advertisement For Bids at which time conditions affecting the work will be discussed. Any contractual determinations made at this conference will be verified by addendum; only explanations so verified will be considered part of the contract terms or conditions. Contractors will be given the opportunity to visit each site with the design architects to answer any questions at each of the sites. The schedule for this visit will be released and held in conjunction with the pre-bid conference.
11. **Opening of Bids**: Bids will be publicly opened and read aloud at the place and time stated in the Advertisement For Bids. Bids received after that time will not be read.
12. **Modification and Withdrawal**: Bids may not be modified after submittal. Bidders may withdraw their bid any time before bid opening but may not resubmit them. After the first bid is opened, bids may be withdrawn or modified only after the expiration of 30 days.
13. **Award**: The Owner expects to award a contract to the lowest responsible bidder, provided the Bid meets bidding requirements, is judged to be reasonable and does not exceed available funds. Alternates will be accepted or rejected in any combination in view of the value represented to the Owner and without regard to numerical listing. The right is reserved to reject any and all bids and to waive technicalities. If a contract is awarded, the agreement will be on Standard AIA Form of Agreement, one general contract award for all work except as noted in Division 1.
14. **Post Bid Information**: The low bidder, within 24 hours of notification of his selection for award, shall submit the following information to the Architect:
 - a. *A designation of work to be performed by his own forces.*
 - b. *A list of subcontractors, fabricators and suppliers proposed for the principal portions of the Work.*
 - c. *A properly executed Contractor's Qualification Statement (AIA Form A305), unless the Bidder has previously constructed buildings under the Architect's Contract Administration.*

Subcontractors and other organizations or persons so listed and subsequently approved may not be thereafter changed without permission.

15. **Bidder Qualifications**: Pursuant to its obligations under Title 39 of the Code of Alabama, the Awarding Authority has restricted award of this project to licensed General Contractors of good reputation, who have been established in the commercial/institutional field of construction for at least 5 continuous years, are stable in ownership and locality, and who have successfully completed at least 3 projects similar to the size and type of the proposed construction.

Release of bidding documents by the Architect to a prospective bidder will not constitute any determination by the Owner or Architect that said bidder has been found to be "qualified" or "responsible" under applicable state law.

16. **Pre-qualification of Subcontractors and Suppliers:** Qualifications of subs and suppliers are established in Section 0080. Certain subs and suppliers, as noted in individual specification sections, require pre-bid approval. Request for approval should be made as early as possible but not later than 10 days prior to the bid date. Requests should be addressed to the Architect, and include an expression of interest in the work, brief history of the firm, and successful experience with work of equivalent size and character, along with references and telephone numbers of architects, owners and contractors who can attest to the experience, superior workmanship, responsibility, and stability of the applicant.

Pre-approval of, or release of bidding documents by the Architect to, a prospective sub-contract bidder or supplier will not constitute any determination by the Owner or Architect that said bidder has been found to be skilled, bondable, licensed, or otherwise qualified to undertake this work.

End of Section

Section 0020

EXTRACT OF GC LICENSE LAW

ALABAMA LAW

Chapter 8 of Title 34 of the Code of Alabama, 1975

(Current as of August 2006)

**CHAPTER 8
CONTRACTORS**

§ Section 34-8-1 (Effective Jan. 1, 1998) "General contractor" defined; "Subcontractor" defined.

(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

(b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter.

(c) For the purpose of this chapter a "subcontractor" is defined to be one who performs work under contract to a general contractor as defined in subsection (a).

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §65; Acts 1959, No. 571, p. 1429; Acts 1989, No. 89-648, p. 1278, §1; Acts 1996, No. 96-640, p. 1013, §1; Acts 1997, No. 97-270, §1; Act 2003-142, §3.)

§ Section 34-8-2 Licensure and classification of contractors.

(a) Any person desiring to be licensed or desiring a renewal of an existing license as a general contractor in this state shall make and file with the board, not less than 30 days prior to any regular meeting thereof, a written application on a form as prescribed for examination by the board and the application shall be accompanied by three hundred dollars (\$300) for a new application or two hundred dollars (\$200) in case of a renewal. If a licensee fails to renew his or her license within 90 days following expiration of the previous license, a late penalty of fifty dollars (\$50) shall be collected, upon renewal, in addition to the renewal fee. The applicant shall apply for a license covering the type or types of contracts on which he or she wishes to perform, and the board shall classify contractors according to the type or types of contracts on which they may perform, within maximum bid limits, on the following basis: the applicant's request, his or her last annual financial statement prepared by a certified public accountant (CPA) or by any independent licensed public accountant approved by the Licensing Board for General Contractors, his or her previous experience, equipment, and the facts in each case. An applicant shall not be so classified as to permit him or her to bid on or to perform a type of work not included in his or her request for a license. If the application is satisfactory to the board, then the applicant may be required to take an examination to determine his or her qualifications. If the result of the examination of the applicant is satisfactory to the board, the board shall then issue to the applicant a certificate to engage in general contracting in the State of Alabama, stipulating in each license issued the type or types of work the contractor is permitted to bid on or to perform under his or her license and also setting out a letter symbol indicating the maximum limits on which he or she is permitted to bid or to perform in a single contract. The maximum bid limits shall be set by the formula of not more than 10 times either the net worth or working capital, whichever is the lesser amount, as shown by the applicant's latest financial statement and designated in the classification set out herein that is the closest to this amount. Should the financial statement of the applicant fail to substantiate the limits requested, further consideration may be given to (1) the present market value in lieu of book value of listed assets when properly supported with substantiating evidence, and (2) a combined statement of the applicant that includes other wholly owned or substantially owned interests. When an applicant's statement qualifies for an amount in excess of classification "E", the limits shall then be set as classification Unlimited or "U". The following letter symbols indicate the maximum amount bid limits allowed a licensee on any one single contract undertaking:

A - Not to exceed	\$ 100,000.00
B - Not to exceed	\$ 250,000.00
C - Not to exceed	\$ 500,000.00
D - Not to exceed	\$1,000,000.00
E - Not to exceed	\$3,000,000.00
U - Unlimited	

(b) Any person failing to pass the examination may be reexamined at any regular or called meeting of the board. The certificate of authority to engage in the business of general contracting in the State of Alabama shall expire 12 months following its issuance or renewal and shall become invalid on that date unless renewed. The board may provide for a transitional period following May 19, 1999, during which licenses may be renewed for less than 12 months, or more than 12 months, in order to implement a staggered license renewal schedule in which licenses would be renewed each month throughout the year. Once the transitional period is completed, each license shall be renewed for a 12-month period. The board may promulgate rules and regulations relating to the procedures for renewal of licenses. Upon the renewal of a license, the board shall reclassify or confirm the license both as to the types of work and bid limits as specified in this section. A licensee may apply for and, on proof satisfactory to the board, may receive an increase in the amount of his or her bid limit or a change in his or her classification. Application for renewal of a license, together with the payment of a fee of two hundred dollars (\$200), received by the board at least 30 days prior to expiration, shall serve to extend the current license until the board either renews the license or denies the application. At the discretion of the board, a limited license may be issued for a particular project.

The sum or fee of three hundred dollars (\$300) accompanying original applications and sum or fee of two hundred dollars (\$200) accompanying applications for renewals under this section are for the administration and enforcement of this chapter and shall not be refunded to the applicant.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §73; Acts 1959, No. 571, p. 1429; Acts 1961, Ex. Sess., No. 150, p. 2093; Acts 1975, No. 485, p. 1115, §1; Acts 1982, No. 82-400, p. 603, §4; Acts 1986, No. 86-557, p. 1133, §3; Acts 1991, No. 91-197, §3; Acts 1996, No. 96-640, p. 1013, §1; Act 99-199, p. 251, §3.)

§ Section 34-8-8 Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)

End of Extract

PROPOSAL FORM

To: **BALDWIN COUNTY COMMISSION**
(Awarding Authority)

Date: _____

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

(Legal Name of Bidder)

Hereby proposed to furnish all labor and materials and perform all work required for the construction of

**WORK: MISCELLANEOUS PROTECTIVE PARTITIONS AT VARIOUS BUILDINGS FOR
BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**

in accordance with Drawings and Specifications, dated **March 1, 2024 RTA**, prepared by **PH&J Architects, Inc.**, Architect.

The Bidder, which is organized and existing under the laws of the State of _____, having its principal office 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 other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

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

ALLOWANCES: The Bidder acknowledges ALL Allowances in the Project Manual .

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

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

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

For Alternate No. 2 (Insert key word for Alternate) add deduct \$ _____

For Alternate No. 3 (Insert key word for Alternate) add deduct \$ _____

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

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen (15) 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 with in **30 CALENDAR DAYS** after the opening of the 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 these documents 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)** _____

(Affix Corporate Seal)

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

* **Telephone Number** _____

* **Email Address** _____

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

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

ACCOUNTING OF SALES TAX Attachment to Form C-3: Proposal Form

To: **BALDWIN COUNTY COMMISSION**
(Awarding Authority)

Date: _____

NAME OF PROJECT: MISCELLANEOUS PROTECTIVE PARTITIONS AT VARIOUS BUILDINGS FOR BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA

SALES TAX ACCOUNTING:

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

ESTIMATED SALES TAX AMOUNT

BASE BID: Dollars (\$ _____)

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

For Alternate No. 2 (*Insert key word for Alternate*) add deduct \$ _____

For Alternate No. 3 (*Insert key word for Alternate*) 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)** _____

(Affix Corporate Seal)

* Name (type or print) _____

* Title _____

* Telephone Number _____

* Email Address _____

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

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State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner
JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner

Alabama Department of Revenue NOTICE

Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O. Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities.*]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

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

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

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

ST: EXC-01
6/21

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)

Government Entity General Contractor Subcontractor

APPLICANT'S LEGAL NAME	FEIN			
DBA	CONSUMER'S USE TAX ACCOUNT NUMBER			
MAILING ADDRESS: STREET	CITY	STATE	ZIP	COUNTY
CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()			
EMAIL ADDRESS				

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

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ESTIMATED POLLUTION CONTROL COST \$
---	--

TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT) \$	LABOR COST (APPLICANT'S PORTION OF PROJECT) \$	MATERIAL COST (APPLICANT'S PORTION OF PROJECT) \$
--	--	---

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

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

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

Individual Partnership Corporation Multi member LLC Single member LLC Government Entity

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

OWNERSHIP INFORMATION:

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

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

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

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

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

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

Government Entity General Contractor Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01

Sales and Use Tax Certificate of Exemption for Government Entity Project

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

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

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

Exempt Entity:

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

General Contractor:

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

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. Any other municipal business licenses associated with the project
5. List of Subcontractors (if any)

General contractors and subcontractors:

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

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

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

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

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

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

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

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

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

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

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

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

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

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

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

SECTION 0080

SUPPLEMENTARY CONDITIONS

A. GENERAL

1. **General Conditions:** The AIA Document A-201, “General Conditions of the Contract for Construction”, 2017 Edition, Articles 1 through 15 inclusive, is a part of this contract as if written in full herein. If not bound herein, copies will be supplied to prime bidders upon request.
2. **Supplementary Conditions:** The supplements contained in this Section modify, delete, or add to the General Conditions and take precedence thereover. Unaltered provisions of General Condition parts not deleted remain in effect.
3. **General Requirements:** Additional supplements are set forth in Division One of the Specifications. These provisions supplement and amplify the Conditions of the Contract but cannot modify them.

B. GENERAL PROVISIONS (additions and modifications to Article 1)

1. **Contract Documents Defined (1.1.1):** Contract Documents are further classified as follows:

Contract Documents: The official contract set of Drawings and Project Manual on which bids were based exists as a paper set which was scanned to produce the website files identified in the Invitation to Bidders. Addenda all exist as a paper product which was also scanned for distribution. One set (paper) of this official set will be furnished to the Owner and the General Contractor (at the time of the execution of the construction contract) and will constitute the basis for the construction documents.

Construction Documents are defined as a set of Drawings and Project Manual which could be in electronic format, and which may have been conformed by the architect to produce conformance drawings to reflect all changes indicated by all addenda as referenced in the Construction Contract, and other changes in the work product as mandated by the Contract. This is for the convenience of the contractor for construction of the work.

Record Documents are defined as a set of Drawings and Project Manual in paper or electronic format maintained by the contractor during construction such that all significant placements and modifications are reflected. See Section 0170 and 3.11 of the General Conditions for other requirements.

2. **Project Manual (1.1.6 and 1.1.7):** The Project Manual is the bound volume(s) assembled for the work, and which usually includes the specifications, conditions of the contract, bidding requirements, forms, reports, and certain details and schedules.
3. **Intent of Drawings and Specifications (1.2.1):** If Drawings and Specifications conflict or require any clarification which was not obtained prior to bidding, furnish the greater quantity or better quality.

Drawings are identified as a set bearing the same date and title as this Project Manual and issued concurrently therewith. Addendum issued during the procurement phase and various modifications to the contract issued during construction, may contain drawings that will add to and further define the contract documents. Figures govern scale dimensions and large-scale drawings those of smaller scale. Where the word "similar" occurs on Drawings, it shall be interpreted in its general sense and not as meaning "identical", and all details shall be worked out relative to their location and connection to other parts of the work. Where material indications are not drawn out, assume the indication applies to areas of similar nature. Sections and details are not cut at every point at which they occur, and except as noted, shall be assumed to apply to all similar conditions with adjustments made for variations encountered.

Omission of specification phrases such as "the Contractor shall", "as indicated", etc., is intentional and shall be supplied by inference. To words such as "approved", "authorized", "directed", etc., shall be added "by the Architect". Except as specifically noted to the contrary, words such as "provide", "work", "furnish", etc., shall mean that the Contractor shall furnish and install in complete operative condition the item referred to. Organization of the Specifications into Divisions, Sections and Articles, and arrangement of drawings shall not control the Contractor in dividing the work except as it might lead to a diminished quality of workmanship.

4. **Use of Documents** (1.5): Drawings and specifications are supplied pursuant to a limited license for use solely with respect to the construction of the project to which they pertain. The architect otherwise reserves all rights herein. No party shall make use hereof, beyond the limited license, without express written permission of the Architect. The Contractor, and his mechanical and electrical subcontractor, may each retain one record copy after completion of the work, for the sole purpose of facilitating future adjustments, repairs, and explanation of the work to the Owner.

Other than for the above exception, upon final completion of the work, the Contractor (and his subcontractors and suppliers who hold sets or partial sets) shall destroy or purge from their file all Architect's drawings and specifications pertaining to this project in their possession.

5. **Abbreviations**: Abbreviations located in preface pages in front of Project Manual.
6. **Referenced Standards**: Except where an edition date is stated herein or in an applicable building code, the reference to a published standard shall be to the edition current as of the date of the Project Manual.
7. **Digital Data use and Transmission** (1.7): Digital Protocol (Delete the second sentence in its entirety and insert the following): Email and FTP Sites shall be an acceptable means of communications throughout the project. Text messages will not be considered an acceptable means of communication. Electronic .pdf files of the construction documents will be provided to the contractor for his use in constructing the project.

In addition to the requirements of 3.11, one set of electronic .pdf files of the record drawings shall be provided by the contractor each to the architect and to the Owner.

Electronic .dwg files of the basic architectural floor plans without architect's seals, titles, borders, and extraneous information will be available to the contractor upon his request for his sub-contractors for their use in preparing shop drawings. This transfer shall not void the

architect's copyright/ownership, shall be in the format "as generated", shall make no warranty of the fitness or accuracy of the drawing, shall not be deemed a sale, will be limited solely to the production of shop drawings for this particular project, and shall be used totally at the recipient's risk.

Submittals shall be transmitted in PDF format.

8. **Building Information Model** (1.8): A building information model is not available for this project.

C. OWNER (modifications to Article 2)

1. **Information From the Owner**: Delete 2.3.4 & 2.3.5 and Substitute: Reports of surveys, legal description, borings, measured drawings, etc. included with the drawings or in the Project Manual are provided for the Contractor's convenience in conducting his site examination and are not to be considered as part of the Contract documents. The Contractor should not rely on any such data that can be verified by measurement or observation, or from line locator services of public utilities, municipalities, or the Owner's staff. Except as otherwise noted, such material as is so provided represents the extent of data to be supplied by the Owner.

Delete Par. 2.2.1, 2.2.2, 2.2.3 and Substitute: The Owner will, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, or upon change orders substantially impacting the work, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the Work.

2. **Construction Sets** (2.3.6): Contractor will be provided with one copy of the construction documents in .pdf format; see B-1 above; from which he shall print (at his cost) all paper or electronic copies necessary to meet contract requirements and to facilitate construction. This requirement shall include any sets (paper or electronic format) legally required for permitting.

D. CONTRACTOR (additions and modifications to Articles 3, 6 and 13)

1. **Acknowledgement** (Add to 3.1.2): The Contractor, by his execution of the Contract, shall acknowledge that the contract sum includes fifty dollars and other valuable consideration as specific consideration for the indemnifications required under the General Conditions and elsewhere in the contract.
2. **Examination of Site** (Add to 3.2.1, 3.2.2, 3.2.3): The Contractor and all sub-contractors will be held to have visited the site prior to bidding to ascertain local codes, existing conditions, grades, etc. No extra cost will be allowed because of Contractor's unfamiliarity with site or local conditions.

The Owner assumes no responsibility for conditions of the site as might affect construction operations. The Contractor must ascertain for himself and provide such access roads, storm drainage systems, erosion control, excavation methods, water pressure, gas, electric power, etc. as are required for construction.

3. **Workmanship and Supervision** (3.3 and 3.4): Equal to best standard practice. Only skilled workmen shall perform work requiring training, experience, or special qualifications. Unless a more stringent standard is specified, all surfaces shall be constructed to the proper line, plane, and angle, within the tolerance normally maintained by skilled workers of the trade involved.

The Contractor's Superintendent (3.9.3) may not be replaced without the Owner's approval, unless he ceases to be in the employ of the Contractor, or his health precludes continuation.

The Contractors' responsibility (3.3.3) for inspection of substrates shall not void any indication in the Specifications that the Architect or others must also approve the surface before subsequent work is erected thereon.

4. **Materials** (modify Par 3.4.2): The Contractor may make substitutions pursuant to terms and conditions stipulated in Section 0160. For this purpose, the Architect is granted authority (see Par 2.1.1) to evaluate and approve substitutions. See Par 3.5.
5. **Coordination with Special Inspectors**: (Add as Par 6.1.5): The Contractor shall coordinate his activities, cooperate with, and facilitate the activities of Special Inspectors employed for the project pursuant to Chapter 17 of the IBC.
6. **Tests and Taxes** (3.6 and 13.4): The Contractor shall pay cost of inspections, tests, sales and use tax, approvals, etc. which became legal requirements or are increased after bids are received (Contractor will be reimbursed for any increase in sales, use, or severance taxes that were not in effect or were not scheduled to go into effect when bids or negotiations were concluded). The contractor shall arrange and schedule tests. The cost of laboratory tests shall be paid as noted in Section 0140).

Sales Tax Exemption (3.6): This project qualifies for Sales and Use Tax Exemption under Act No. 2013-205 of the Alabama Legislature. Any contractor or sub-contractor who purchases tangible personal property to be incorporated into the realty pursuant to this contract for construction shall obtain and execute a Sales and Use Tax Certificate of Exemption from the State of Alabama Department of Revenue and cooperate with the Owner in maintaining tax exempt status of this project. As a convenience, a copy of the Accounting of Sales Tax Attachment to the PROPOSAL FORM is bound herein to be turned in with the bid proposal.

Included here subcontractors, Department of Revenue Notice" regarding "Tax Guidance for contractors, subcontractors and Alabama Governmental entities regarding construction related contracts."

7. **Unanticipated Conditions** (3.7.4): Claims for unanticipated conditions will be considered only where such a condition could not have been reasonably anticipated and could not have been noted in a thorough pre-bid walk-through inspection of the site. Such inspection should include observations above accessible ceilings but no cutting or excavation. Where non-visible conditions might be any one of several characters, the Contractor will be held to having assumed the more difficult case.
8. **Immigration Law Compliance**: (Add to Article 3): 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:

- a. Contractors will no longer be required to provide an affidavit, nor will they be required to obtain affidavits from their subcontractors or consultants.
- b. Contractors 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 and agreements.
- c. 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.

9. **Progress and Submittal Schedule** (3.10): Modify if and as indicated in Section 0130.
10. **Professional Services** (Add to Par 3.12.10.1): If the professional designer hired by the contractor determines that a performance criterion has not been established, he shall request a clarification in writing.
11. **Professional Services** (Add to Par 3.12.10.2): If the contract documents requires the contractor to employ the services of a design professional for a specific purpose, or if the contractor employs the services of a design professional in order to carry out the contractor's responsibilities for construction means, methods, techniques, sequences and procedures; then the design professional shall certify in writing that the work has been performed in accordance with the design criteria. The design professional's inspection shall occur after this portion of construction is complete, but before the next construction effort begins.
12. **Cutting and Patching** (3.14): Reference to cutting and patching are intended to cover alteration work, and do not nullify the Contractor's obligations to build-in or cast-in-place new work in accordance with good construction practices. The Contractor shall lay out in advance all components in new work so that cutting and patching is not necessary.
13. **Royalties and Patents** (3.17): Delete exceptions to Contractor's liability; the Contractor shall assume all responsibility and save Owner and Architect harmless from any and all infringements. If a protected process or product is specified and/or employed, the contractor shall include purchase of right-of-use in his bid price.

E. ARCHITECT

1. **General** (4.2.1): Reference in General Conditions and elsewhere in Contract Documents to Architect acting during construction period apply only if Architect is so employed by the Owner.

The Architect will have authority (Par. 2.1.1) (Par. 7.4): to evaluate and approve substitutions pursuant to procedures set forth in Section 0160. See related modifications to Par. 3.4.2.

2. **Administration of Contract** (Add to 4.2): Reference in these specifications to an established statute, recommendation, rule, or regulation pertaining to matters of safety does not imply that the Architect will have any responsibility to monitor or enforce the measure so referenced. See Par 4.2.2.

Temporary Supports (4.2.2): Also, the Architect shall have no responsibility for temporary supports used by the contractor for the construction process.

The Architect has not been employed to carry out inspections mandated by Chapter 17 of the IBC. Such inspection services are incorporated herein via independent laboratory services (see Section 0140) or are to be otherwise provided by the Owner or the Authority having jurisdiction over the project.

If so employed, the Architect will visit the site one or more times during the 12 months after the date of completion to assist the Owner to identify any year-end obligations of the Contractor.

The Architect will report to the owner known significant deviations and defects as described in 4.2.3.

3. **Project Representative** (4.2.10): The architect will designate a Project Representative who will visit the site and assist the Architect in reviewing submittals. This representative will be fully authorized to act for the Architect in the routine matters concerning administration of the contract.

F. SUBCONTRACTORS (additions and modifications to Article 5)

1. **Qualifications**: Employ only established, competent, experienced, financially sound subcontractors of good reputation, who have satisfactorily completed at least three equivalent projects, and who employ sub-subcontractors of like quality. Proposed subcontractors who fail to meet these qualifications will be disqualified and shall be replaced at no increase in the contract sum.

Utilize the services of specialty subcontractors on those parts of the work, which are specified to be performed by specialty subcontractors. Prebid approval of such specialty subcontractors may be established in the detailed Specifications where the nature of their work involves highly specialized skills and/or the method of securing results rests heavily on the skill, experience, or diligence of the subcontractor.

2. **Contractor Forces**: Use by the Contractor of his own forces shall not waive any requirement that competent, experienced personnel be employed. In any operation, at least the foreman and key personnel shall be knowledgeable, and the operation shall be one regularly performed by the Contractor with satisfactory results. Where subsequent paragraphs require the use of a specialty contractor, the contractor shall not perform the work using his own forces.
3. **Change of Subs** (5.2.1): After a subcontractor, sub-subcontractor, etc., has been identified, change such sub-contractor (5.2.4) only under extraordinary circumstance and only then if approval is given. Should a sub become unable to continue because of death, bankruptcy, or other such unavoidable cause, the substitute sub must meet all qualifications required for the original sub (i.e. pre-bid approval, experience, geographic location, etc. as applicable).
4. **Familiarity with Documents** (Add to 5.3): Each subcontractor shall have a foreman or job manager who must read those portions of the Specifications (including Division One and all Addendum) applicable to his work. He must also have a copy of all approved shop drawings, which involve his work. The project general superintendent shall require each such representative to initial and date the Contractor's job set as indication thereof.
5. **Assignment of Contract** (Modify 5.4.3): Delete last sentence of this paragraph.

G. CHANGES IN THE WORK (additions and modifications to Article 7)

1. **Change Orders** (7.1.2): Change Orders will be based upon and include a written request of the Owner (often prepared by the Architect), and a written proposal of the contractor, including his detailed cost breakdown. To be effective, any change order which in itself, or in aggregate with preceding change orders, constitute an increase of 5% in the contract sum, shall include Consent of Surety.
2. **Change Directive** (Add to 7.3.2): In circumstances under which delay would be detrimental to overall progress, the Owner, acting through the Architect, may direct the Contractor to immediately undertake changes and to keep accounting of the cost thereof. The accounting shall be in such detail as the Architect may direct. After the cost is established, the change will be incorporated in a formal Change Order.
3. **Markup**: The Contractor's overhead and profit shall not exceed 15 percent; where subcontract work is involved, the combined mark-up for the Contractor and all subcontractors shall not exceed 25 percent. Costs shall be limited as set forth in Article 7.3.4.

If the net value of a change or group of changes results in a credit from the Contractor or Subcontractor, the credit given may be the net cost without overhead or profit.

H. TIME (additions and modifications to Article 8)

1. **Date of Commencement** (8.1.2): Unless otherwise stated in the Agreement, it shall be the date listed in the written notice to proceed issued by the owner through the architect.
2. **Work at the Site** (8.2.2): Do not begin operations at the site until required evidence of liability insurance has been approved in writing; said approval will be issued promptly upon receipt of proper documents. Delay in providing required insurance submittals will not be cause to modify contract time limits.
3. **Completion Date**: The Work must be substantially completed (see Par 9.8.1) within **180 days** (Sundays and Holidays included) of Date of Commencement, whichever is later. In no event may the work progress in such a manner that would preclude the Owner from expending all funds pursuant to the Contract by December 31, 2026.

The Contractor shall base his bid on the assumption that the full time allowed for construction will be required, and include adequate overhead, administrative and supervisory costs for not less than that period. No credit for unused cost will be requested by the Owner if completion is achieved earlier, but no increase in contract sum will be allowed for such costs if the Contractor schedules an earlier completion and subsequently claims delay for change order work or administrative delay.

4. **Extension of Time** (8.3 and 15.1.6): Extensions on account of weather conditions will be granted only to the extent that such conditions are in excess of the 5-year monthly average for that period and only to the extent that the weather actually affected critical path operations.
5. **Liquidated Damages** (8.3): If the Contractor should fail to substantially complete the work within the time so allowed, the Owner will deduct from the amount to be paid the Contractor the sum of \$100.00 per day. This amount is established as an actual loss which the Owner

will sustain each day by failure of the Contractor to complete the Work within the allotted time and is not to be construed as a penalty.

6. **Damages for Delay** (8.3): The Contractor shall acknowledge the normal flow of the building process and delays as might result from inaccurate subsurface or topographic data, minor changes in the Owner's program, the work of separate contractors, processing of submittal data, actions of public officials, coordination of documents, and other causes which might be reasonably anticipated. The Contractor further expressly assumes the risk of such delays and waives all claims for damages or additional payment, provided the contract schedule is appropriately extended and the contract sum is adjusted to reflect any cost incurred by actual changes in the work.
7. **Delay After Substantial Completion** (8.3): The Contractor will be allowed 30 calendar days after the date of Substantial Completion to achieve full completion of the Work. If he fails to complete all work yet to be done within that time span, any expense or damage incurred by the Owner or the Architect on that account will be deducted from the Contract sum, and that cost will be paid to the affected parties. See paragraph 9.8.1 for definition of substantial completion.

I. **PAYMENTS** (additions and modifications to Article 9)

1. **Schedule of Values** (9.2): Submit as indicated in General Conditions at least 10 days prior to first Application for Payment. Use Table of Contents of this Specification as basis of format for Sections under Division 2 through 16, with further breakdown for significant sub-subcontract work, and for line items which exceed \$30,000. Itemize separate line-item costs for guaranty bonds, field supervision and layout, temporary facilities, clean-up, and warranty work. Revise and resubmit until approval is secured.

Furnish on a separate list the exact amount of landscape, civil, plumbing, HVAC, and electrical subcontracts without any mark-up by the General Contractor.

Upon request, prepare a projection of payments with which the Owner can manage cash flow (not to be considered contractual).

2. **Stored Material** (9.3.2): Material stored on site will be assumed to be purchased, designated for the project, and its removal will be considered theft. Material stored off site will be eligible for progress payment only if conditions preclude its storage on-site. In addition such material must represent a significant value, must be stored in a safe, protected area within a reasonable distance of the site, must be tagged for use on this job, must be insured, and must have proof of purchase.
3. **Progress Payments** (9.6 & 9.7): Monthly payments on account less 5% will be made by Owner within thirty-five days of his receipt of approved application from the architect and acceptance by the awarding authority that the estimate and terms of the contract providing for partial payments have been fulfilled for work completed during the preceding month. After the job has progressed to 50% complete, no further retainage will be withheld. Material stored will be paid at invoice value less retainage.
4. **Notice**: Be aware that this project is a Public Works project in the State of Alabama. As such, the Owner cannot and will not pay advance deposits. Work must either be in place or meet

the requirements set forth herein for stored materials before invoices for such work or materials can be paid.

The Architect will endeavor to forward applications to Owner within fourteen days of delivery to Architect's office. Applications shall be in tabulated form indicating the original schedule of costs, the amount earned in each line item up until the last day of the preceding month and shall reflect monies previously received. Each application shall include a completed AIA Form G 702.

No progress payment will be made for changes in the work until a formal Change Order has therefore been executed, but issuance of same will not be unreasonably delayed.

5. **Payment of Subs** (Add to 9.6.2): Payment to subs may be withheld by Contractor pursuant to written and approved justification based on performance by that sub on this contract.
6. **Failure of Payment** (modify 9.7): Contractor's qualified right to stop work upon failure to receive payment shall not be effective until 14 days after written notice from him.
7. **Substantial Completion** (Add to 9.8.1): Substantial Completion is further defined as that point in the construction process when only a minimal number of punch list items remain, all of which can be corrected within the next 30 calendar days without interference with the Owner's use of the facility.
8. **Early Use or Occupancy** (9.9): The Owner shall have the right to the use of any completed or partially completed portion of the Work. Where such early or partial use or occupancy is established in the Contract Documents, no extension of time will be granted on that account. However, if such is not set forth and delays the progress of the Contractor, or causes him additional expense, an equitable adjustment will be made to the Contract time limit and sum.
9. **Final Payment** (9.10): Will be due not later than 35 days after final completion and acceptance of the work and upon approval of a final application. Said application must warrant that all work is then fully completed, and that all indebtedness connected with the work with which the Owner or his property might in any way be responsible, has been paid or otherwise satisfied. It shall have attached the insurance certificate indicated in GC Par 9.10.2. The Owner and Architect will assume no obligation to notify Surety of this step but will withhold payment if requested in writing by Surety to do so.

Final payment application shall have attached an insurance certificate that denotes the specified coverage is in effect, and that completed operations protection for the next two years has been implemented.

Final completion and acceptance of the work shall include confirmation from the architect that (1) all record documents/close-out documents have been received and accepted, and that (2a) all punch list items have been successfully completed to the owner and architect's satisfaction or (2b) the owner has determined that it is advisable and in the owner's interest to accept noncompliant work and allow part or all of such work to remain in place provided an equitable cost deduction from the contract sum has been proposed by the contractor and accepted by the owner. Otherwise, it is determined that the project has not been finally completed and accepted and final payments cannot be released to the contractor. The completion of punch list items and record documents/close-out documents shall be a condition precedent to final payment (see also 9.8.5).

Retainage shall be paid no later than 35 days after final completion and acceptance of the work or 60 days after substantial completion of the project, whichever occurs first. In both events, an approved application for payment, release of lien, and all necessary certificates of occupancy must have been issued.

Per 39-2-12, nonresident contractors shall certify that they have paid all taxes due and payable to the state of Alabama or any political subdivision thereof.

10. **Advertisement of Completion** (9.10.2): Attach to final application an affidavit of publication (with clipping) from a newspaper of general circulation in the County where work was done, that completion has been advertised weekly for three successive weeks or on the newspaper's website for three consecutive weeks. First notice must be subsequent to completion. Employ the following copy:

"Notice is hereby given that (contractor) has completed all work on _____ at _____. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify PH&J ARCHITECTS, INC., at Box 215, Montgomery, AL 36101"

11. **Payments** (Omit 9.6.7 and add the following): Payments received by the contractor for work properly performed by subcontractors or provided by suppliers shall be received by the contractor and subsequently distributed in a timely manner as provided in Section 9.6.2 to subcontractors or suppliers who performed work of furnished materials, or both, under contract with the contractor for which payment was made by the owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the contractor, create any fiduciary liability or tort liability on the part of the contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the contractor for breach of the requirements of this provision.

J. SAFETY & PROTECTION (additions and modifications to Article 10)

1. **Emergency Action** (10.4): Add after first sentence: "If such threatened damage, injury or loss is not preventable, the Contractor shall act to mitigate the damage or danger". Add at end of paragraph: "No additional compensation will be allowed where the emergency was created by the Contractor's operations, product, or by actions of his personnel".
2. **Damage from Hazardous Materials**: Add to Par 10.3.4: It is the intent of this Contract that no hazardous material is to be employed on this project. If the Contractor becomes aware of a specification requirement to incorporate such material, he shall immediately notify the Architect and seek instructions.

K. INSURANCE (additions and modifications to Article 11)

1. **General**: Contractor shall maintain in force the insurance indicated below, and along with the executed contract shall submit certification that policies are in force and indicating named insureds, operations to which the policies apply, expiration dates and the required cancellation clause. Carriers shall be licensed in the State where the project is located and have a Best FS rating of A- or better and an FSC Class of V or greater. Certification shall include a notation that policies will not be materially altered (lowering limits, excluding coverage or altering or

deleting named insureds), cancelled or lapsed during the prescribed period without 30 days prior written notice, except 10 days for notification of cancellation of policy, to the Architect. (Policies shall be endorsed to permit the specified cancellation notice to be operative).

Nothing in this or other paragraphs of the Contract Documents shall create or give to third parties any claim or right of action against the Contractor, the Owner, or the Architect, beyond such as may legally exist irrespective of the Contract. Extent of coverage required, and the approval of the insurance carried shall not act to modify the liability of the Contractor, nor shall it imply that the limits and features of coverage are adequate to protect the interests of the Contractor. The Contractor by his execution of his Contract shall waive his and his insurer's right of subrogation against the Owner and Architect; see Par 11.3.1. Specific definitions of types of coverage shall be as set out in the printed General Conditions to which this Supplement applies.

2. **Commercial General Liability Insurance:** Occurrence basis; Include all major divisions of coverage on a comprehensive basis, plus special features as follows:

Premises Operations (including XCU coverage) and Subcontracted Operations
Products and Completed Operations (maintained two years after final payment)
Contractual (including, but not limited to, Indemnification set out under Article 3 and 10)
Property Damage, broad-form type, including C and U and loss-of-use

General liability coverage for BIPD shall be at least \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate per project providing coverage for claims including but not limited to:

- a. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- b. Personal injury and advertising injury;
- c. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- d. Bodily injury or property damage rising out of completed operation; and
- e. The Contractor's indemnity obligations under Section 3.18 of the General Conditions.

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

- a. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- b. Claims for property damages to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- c. Claims for bodily injury other than to employees of the insured.
- d. Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- e. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- f. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- g. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

- h. Claims related to roofing, if the Work involves roofing.
- i. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- j. Claims related to earth subsidence or movement, where the Work involves such hazards.
- k. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

Include coverage for elevator, hoist, conveyor operations, and for sprinkler leakage

Additional Insureds (modify 11.1.1): The Owner, the Architect and the Architect's Consultants shall be named as additional insureds under this policy with respect to any liability arising out of all on-going and completed operations performed on this project. The coverage shall contain no exclusion pertaining to job-related accidents (as might result from safety programs or devices, construction sequences, or construction work, that are alleged to have caused, contributed to, or failed to prevent, an accident). The additional insured coverage shall be primary and non-contributory to any of the owner's general liability insurance policies and shall apply to both ongoing and completed operations.

3. **Commercial Automobile Liability Insurance:** Provide coverage for all damages arising from all owned, non-owned and hired motor vehicles. Include coverage for owned and non-owned aircraft and watercraft if such are utilized in performance of the work. BIPD limits shall be at least \$1,000,000 combined single limit per occurrence.

The policy shall name the Owner and Architect, including their agents, consultants and employees, as additional insureds under this policy with respect to all liability arising out of all ongoing operations performed for the Owner.

4. **Commercial Umbrella Liability Policy Insurance:** Provide as excess coverage above the Commercial General Liability, Automobile Liability, and Worker's Comp and Employers Liability in minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate and with such additional limits that the available combined coverage of Commercial General Liability plus the Umbrella Policy is not less than \$5,000,000 occurrence and \$5,000,000 aggregate.

The policy shall include additional insureds as are indicated in Par. 11.1.1, as modified above. Name the Owner and Architect, including their agents, consultants and employees, as additional insureds under this policy with respect to all liability arising out of all ongoing operations performed for the Owner.

5. **Owner's Protective Liability Insurance** (Delete 11.2.1 and substitute): Provide for the duration of the work in the name of the Owner and Architect, and their employees and agents, with minimum limits as noted. This policy shall provide primary coverage, and the Owner shall be first named. PH&J Architects, Inc. shall be included as additional insured. The policy shall continue in force to cover project related operations by or for the Contractor until the entire project is fully complete and for two years thereafter as coverage for complete operation.

BIPD Limits: \$500,000 per occurrence, \$1,000,000 aggregate limit

The policy shall be separate from the Commercial General Liability Policy, and shall contain no exclusion pertaining to job-related accidents (as might result from safety programs or devices, construction sequences, or construction work, that are alleged to have caused, contributed to, or failed to prevent, an accident). Submit a certified copy of the policy.

6. **Workman's Compensation and Employers Liability**: Carry for duration of work, regardless of number of persons employed. Statutory limits for Workman's Compensation; BI \$1,000,000 each accident, \$1,000,000 each employee by disease for Employer's Liability.

This coverage may be written with a reinsured workman's compensation pool fund, which (per Ala Code 25-5-9) has the approval of Alabama Department of Industrial Relations. If this option is taken, the certificate must have attached adequate documentation of fund qualification.

7. **Property (Builders Risk) Insurance** (Delete 11.2.2 & 11.2.3 and substitute): Coverage shall be "Causes of Loss-Special Form" type issued in completed-value form, stand-alone primary coverage policy, and shall insure against fire with extended coverage for loss or damage including theft, vandalism, malicious mischief, collapse, surface water, backing up of sewers or drains, architect's service resulting from loss, debris removal resulting from loss and damage resulting from faulty workmanship. Carry in the full insurable value (less site work, rough excavation and demolition) of the Work with \$10,000 maximum deductible (all deductibles shall be the sole responsibility of the Contractor). Named insureds must include the Owner (as first named), the Contractor and all subcontractors and sub-subcontractors, and the Architect (and his engineering consultants) payable as their interests may appear (subject to any applicable mortgagee clause), for the duration of the work, and until transfer of coverage is established. Submit a certified copy of the policy for approval.

Waivers of subrogation indicated in Par. 11.3.1 shall be in effect. No endorsements limiting the Architect's coverage as pertaining to construction phase activity will be accepted. The policy shall include no exclusion of loss resulting from acts of disgruntled employees, nor can it be conditioned on security lighting and fencing. In the event of loss, the Owner shall serve as fiduciary as set forth in Par. 11.5.

The policy shall permit full or partial use or occupancy (9.9.1) by the Owner prior to substantial completion. In such event the contractor shall notify Insurance Carrier and obtain a use and occupancy waiver; submit certificate of endorsement thereof.

8. **Property Insurance on Existing Buildings** (11.3.2): The Owner waives his right of subrogation against the Contractors, etc. only on structure on which the Contractor is to do work, only then if his coverage is not voided by the waiver.
9. **Subcontractors**: Require each and all to carry Workmen's Compensation and adequate commercial general and automobile liability insurance, and require each to waive right of subrogation against the Owner and Architect.
10. **Loss-of-Use Insurance** (11.4): Modify to indicate that Owner waives right of action against the Contractor and Architect for loss of use of his property only to the extent that such loss is covered by insurance actually purchased by the Owner for such purpose.

L. BONDS (additions and modifications to Article 11)

1. **Performance Bond**: As a condition precedent to the effectuation of the contract, furnish bond in a penal sum of 100% of the contract price as security for the faithful performance of the contract, and to save harmless the Owner and Architect from any damage arising directly or indirectly out of failure to perform same. Bond shall be on Standard AIA Form 312, written by

a surety company qualified by the current US Treasury List of Approved Sureties, by the State of the project, and executed by an authorized resident agent of said state. Attach current certified power-of-attorney (indicating monetary limit of such power) to each copy. Bond shall extend as a maintenance bond for one year after acceptance of work, as guarantee that any defects, which may develop during that time, will be remedied.

As conditions precedent to taking charge of and completing the Work, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those established in this Bond and the Contract Documents.

2. **Payment Bond:** Provide as above in a penal sum of 100% of the contract price as security for the payment of all persons performing labor or furnishing materials in connection with the Contract.

In the event a lien is filed on the Owner's property in connection with this project, the Surety shall act to file with the Probate Judge (or Circuit Court) such documentation of the existence and applicability of this payment bond as is necessary for the lien to be released and the claim made against the bond.

3. **Obligations to Surety:** Owner and Architect will assume no obligation to Surety regarding over-payments to Contractor or of monitoring the Contractor's schedule, but if advised in writing by Surety that a reasonable doubt exists regarding Contractor's fulfillment of Contract and that payments should be withheld or reduced, the Owner will so comply.

M. CORRECTION OF WORK (additions and modifications to Article 12)

1. 1 **Specific Obligation:** The Contractor shall acknowledge in writing the obligation required under Par. 12.2.2. Under such obligation he shall promptly remedy all defects without charge, including the repair of any damage caused by such defects. The Owner will give notice of observed defects which might cause damage to other work with reasonable promptness. For any portion of work not completed by the time of substantial completion, this special obligation shall run a full year after such completion is accomplished. The obligations, warranties and guarantees required above or elsewhere in the Contract Documents shall be in addition to, and not in limitation of, any other warranty or guarantee or remedy required under law or in the Contract Documents; see Par. 12.2.5 and 3.5.
2. **Special Guarantees:** The Contractor shall bind his subcontractors to the terms of any special warranty or guarantees as stipulated in various Sections of the technical specifications, and upon completion of the work shall be deemed to have assumed the benefits granted, along with an obligation to underwrite and provide the said benefits to Owner. Unless expressly stated to the contrary, the term of all such special guarantees shall begin to run at substantial completion of the entire project or completion of the specific item, whichever is later; use of equipment or systems by the contractor shall not modify the guarantee period.

N. MISCELLANEOUS PROVISIONS (additions and modifications to Article 13)

1. **Interest** (modify 13.5): Interest on monies due but unpaid by the Owner will not begin to accrue until seven days after written notice of intent to charge same. Interest shall be determined at 12% per annum Code of Alabama per 8-29-3.

2. **Assignment** (Add to 13.2.1): No assignment of various portions of the work shall relieve the contractor of his obligation to the Owner under the terms of the contract.

O. TERMINATION OF THE CONTRACT (modification to Article 14)

1. **Termination by the Contractor** (14.1): Contractor's right to terminate contract will not become effective until 60 days after work stoppage or failure of Owner to make payment, and only then if 14 days prior written notice of such intent to terminate has been given.
2. **Termination by the Owner** (14.2): Such termination will be subject to applicable requirements of the Federal Bankruptcy Act. After the Owner has given formal notice of intent to terminate, the Contractor shall remove no tools, equipment, temporary facilities, etc., until a legal determination has been made as to disposition of such items.

P. CLAIMS (additions and modifications to Article 15)

1. **Claims for Cost & Time** (15.1): Refer to modifications included under Article 8.
2. **Location of Proceeding** (Add to Par. 15.3.4 & 15.4.1) Any such proceedings shall be held at Owner's choice of locality, but the choice is restricted to the location of the project, of the office of the Architect or the principal office of the Owner, whichever is located in a city of 100,000 or greater population.
3. **Arbitration** (15.4): The method for binding dispute resolution shall be Arbitration.

End of Section

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ARPA GENERAL CONDITIONS

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ITEM XIII

ARPA AWARD TERMS AND CONDITIONS

I. Legal Terms and Conditions Applicable to Contract

Contractor agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations which may be applicable to this contract may include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
3. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
5. New Restrictions on Lobbying, 31 C.F.R. Part 21. PROVIDER must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C 1352.
6. Generally applicable federal environmental laws and regulations. PROVIDER must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to this award include, without

limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Contractor understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment F.R. from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.

4. A Treasury employee responsible for contract or grant oversight or management.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury; or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

- (1) A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and
- (2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—
 - (A) to the affected employee for the employee's unpaid wages; and
 - (B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

All ARPA funds must be obligated by December 31, 2024, and expended by December 31, 2026.

All contractors receiving ARPA funds must register for a Unique Entity ID on SAM.gov.

BUY AMERICA CERTIFICATE OF COMPLIANCE

Date _____, 20____

Project No. BID #WG23-39

County BALDWIN

(OWNER)

Address: _____

Hereby certifies compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

Certified material test reports are on file for a period up to 2 years from the completion of the project showing the country of origin and/or processing of the manufacture, rolling, and coating.

These files will be available for inspection and verification by the Department.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

NOTICE TO CONTRACTORS

The Alabama Immigration Law, Beason-Hammon Alabama Taxpayer and Citizen Protection Act, requires that a Certificate of Compliance form be completed and submitted to the LPA (the Local Public Agency which is the contracting authority for this project) for each contract prior to award. This form must have an original signature, and the project cannot be awarded without the form.

This Certificate of Compliance form for LPA-let projects is attached hereto and should be furnished to the LPA by the apparent low bidder within 10 days of the letting for non-early award contracts, and within 5 days for early award contracts (early award contracts are those for which the bid proposals include a special provision entitled "Early Award") at the address listed at the bottom of this notice.

The LPA will maintain a file or list of contractors who have furnished the documents necessary to be awarded a contract, or to be authorized to subcontract work, on this project, pursuant to the amended Alabama Immigration Law, Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

The Memorandum of Understanding (MOU) concerning the E-Verify program with the United States Department of Homeland Security is required to be on file with the LPA prior to award of a contract or authorization to subcontract, respectively.

The LPA encourages all business entities that intend to enter into a contract, or subcontract with the LPA, on this project, to download the complete E-Verify MOU and furnish it to the LPA at the below address.

Both, the Certificate of Compliance, and the E-Verify MOU, for all contractors and subcontractors on this project, are to be furnished to the LPA prior to award of contract or approval to subcontract, as applicable, at the following address:

Baldwin County Commission
c/o Wanda Gautney, Purchasing Manager
257 Hand Ave.
Bay Minette, AL 36507

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

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

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

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

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

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

Witness: _____

Printed Name of Witness

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <input style="width: 90%;" type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
* SIGNATURE: <input style="width: 250px;" type="text"/>	* DATE: <input style="width: 150px;" type="text"/>

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: _____

County: _____

Contractor: _____

Mailing Address: _____
Street City State Zip

Telephone Number: _____
A.C.

Employer Identification Number: _____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$ _____

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed: _____ Date: _____
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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.

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

STATEMENT OF COMPLIANCE

WITH

Act No. 2012-491

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.

By _____
Signature of Officer of Company

Date

Name and Title

Company Name

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STATEMENT OF COMPLIANCE

With

Act No. 2016-312

“In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

By _____
Signature of Officer of the Company

Date

Name and Title

Company Name

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ALLOWANCE AUTHORIZATION FORM

Project Name: X

Name of Allowance Account: x

Authorization No.: x

Date: x

In accordance with Specification Section 0101 - "BASE BID, ALTERNATES & ALLOWANCES", the Contractor, x, is hereby authorized to proceed with the changes in Work as are described below and is to be paid for the performance of these changes as provided in Specification Section 0101. This Authorization shall become effective when it is signed by the Contractor and the Owner's Representative, and it is understood and agreed that the amount(s) stipulated below constitute full compensation for these changes in Work.

Description of the Work under this Authorization: **(See Attached)**

(Attach sufficient backup to justify cost)

Total amount of this Authorization: \$0.00

Original amount of the <u>X</u> Allowance:	\$0.00
Net total of Previous Authorizations:	\$0.00
Previous Remaining <u>X</u> Allowance:	\$0.00
Total amount of this Authorization:	\$0.00

X Allowance Remaining after this Authorization \$0.00

Recommended by:

Authorized by:

Accepted by:

ARCHITECT

COUNT AGENCY

CONTRACTOR

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SECTION 0101

BASE BID, ALTERNATES, ALLOWANCES, ETC.

A. BASE BID SUMMARY

1. **Scope:** Base Bid shall be for a single contract for work complete as indicated on the Drawings and as specified herein, except as specifically excluded. The Contractor shall execute the work in accordance with the true intent of the Contract Documents, which is to effect a complete, coordinated, operational, useable, first-class job without additional cost to the Owner, whether or not each and every item necessary therefor is specifically mentioned. Omissions, misdescriptions, and conflicts in or between specifications and drawings (and not clarified prior to bidding) will not relieve the Contractor from performing any work necessary to such completion.

The General and other Conditions and all other Contract Documents are applicable to all work under all Divisions of the Specifications. GLM!

2. **General Description:** The work includes: Miscellaneous protective partitions at various buildings in Baldwin County, Alabama, at the following locations: Baldwin County Archives Building Entry – Bay Minette; Baldwin County Juvenile Center, Bay Minette; Fairhope Revenue Department – Fairhope Courthouse; Foley Revenue Department - Foley Courthouse; and Robertsdale Revenue Department – Robertsdale, with all trades incorporated in the General Contract.
3. **Work by Others:** The following items are omitted from the work covered by the Base Bid and are to be performed by the Owner or under a separate contract:

Major part of Laboratory Testing Service (see Section 0140)

4. **Abbreviations and Symbols:** Abbreviations employed are bound herein Project Manual. Symbols employed are noted by legend on drawings.

B. ALTERNATES - NONE

C. ALLOWANCES (see GC Article 3.8)

1. **General:** Unless stated otherwise, allowances for materials include cost of delivery to job site with all applicable sales tax paid. Costs related to job storage, uncrating, installation and contractor's profit and overhead are not included and shall be adequately covered otherwise in the Contract Sum. Items included hereunder shall be selected by the Architect or Owner, purchased by the Contractor, and included under the general warranty (unless the Contractor makes reasonable objections to warranty in writing prior to purchase).

No order for work covered by an allowance may be placed by the Contractor until the accounting therefore has been submitted in writing and approved. Contractor must use the Allowance Authorization Form herein for each allowance to be processed.

2. **Owner's Allowance:** Include in base bid an allowance of \$10,000.00 for Owner's Contingencies.

E. UNIT PRICES - NONE

End of Section

SECTION 0104

COORDINATION, ADMINISTRATION & ENGINEERING

A. LAYOUT

1. **Line Locators:** Before allowing any trade to proceed with excavation or trenching, arrange with various utility companies and Owners B & G Dept. to visit site, describe, and mark any and all of their systems which might be damaged by construction operations.

B. GENERAL COORDINATION, PHASING & PARTIAL OCCUPANCY

1. **General Coordination:** Unless expressly specified to the contrary, all items in all Divisions of the Specifications or on the Drawings shall be supplied in place, complete and operational, by the Contractor, who shall provide and coordinate the work of all trades. Coordinate and make minor adjustments in layout of the various systems to be installed, one with another, and with existing utilities, structural elements, etc., so as to avoid conflicts and produce workable systems, applications, and appearance consistent with the intent of the design. Such coordination shall include, but is not limited to, anchors, continuity of insulation, membranes, fire barriers, and flashings, door pockets, equipment layouts, juncture of finishes, above ceiling work, voltages, shaft sizes, blocking, and nailers, block-outs, etc.
2. **Coordination With Owner:** Hold interruption of all utility services to the minimum necessary, at times of minimum load, and when agreed to by Owner. Give adequate advance notice. Schedule with the Owner work required within areas in use, and so as to reduce the disturbance and interruption to the minimum practical. Take care to avoid tracking in dirt; hold noise to the minimum; do not allow debris to accumulate.
3. **Use and Custody of Premises:** Confine apparatus and operations to the limit defined by the Owner and make all reasonable efforts to avoid interfering with activities normally carried on at the site. Enforce the Owner's instructions regarding signs, fires, parking, smoking, etc. Avoid core drilling of floor during business hours unless Owner agrees technique does not disturb building occupants. Utilize the site for no purpose other than to support the contracted construction operations.

Permit no blasting or any operation resulting in excessive or detrimental vibration.
Provide space for test lab (see Section 0140) to conduct on-site operations.

4. **Structural Sequence:** Remove forms, backfill, load slabs, provide braces, make connections, and otherwise conduct operations so that the design strength of members is reached before load is applied thereto.
5. **Phasing Constraints:** Once the notice to proceed is issued to the contractor, it will be the contractor's responsibility to coordinate, schedule and prioritize which site/location they will take on and complete. Due to the availability of materials several sites/locations are ideal for early mobilization followed by sites that involve more trades and lead times to complete.

6. **Quality Control**: Coordinate activities of and cooperate with the various testing agencies as noted in various Sections and otherwise as required to successfully accomplish the necessary tests. See Section 0140.

C. USE OF PUBLIC AREAS

1. **City Regulations**: Adhere to city instructions regarding traffic flow, protecting curbs and utilities, keeping streets clean, etc. Conduct regularly scheduled clean-up operations in adjacent streets to ensure that surfaces are kept clean. See Section 0150.

D. ADMINISTRATION

1. **Pre-Construction Conference**: Within two weeks after the date of commencement, a pre-construction conference will be held at the job site. At this time the duties and responsibilities of the Architect, Owner, Contractor, Independent Test Lab (Special Inspectors) and public authorities will be discussed, together with applicable forms and procedures. The Contractor's Executive-in-Charge, Project Manager and Field Superintendent shall attend.
2. **Progress Meetings**: Conduct meetings at least biweekly during which job progress is reviewed, problems are identified, and remedies sought, schedules adjusted, and new goals set. The Contractor's senior project manager, the site staff and all major subs operating, and the Architect's representative shall attend.

Give special attention to the flow of submittal data. Identify in advance any delay created by change orders, separate contractors, city or state officials, public utilities, or inaction by the Architect. Specifically identify any that will constitute the basis of a claim for an increase in the contract sum or extension of time.

3. **Subsequent Conferences**: To be held as the need arises and attended by all parties involved in the subject of the conference.

End of Section

SECTION 0112

ALTERATION WORK GENERALLY

A. GENERAL

1. **Existing Conditions**: Drawings reflect approximate existing conditions.

Minor discrepancies will not relieve the Contractor from completing the work in accordance with the intent set forth. Except as indicated otherwise, new work shall line with, match, and work out with existing.

2. **Existing Equipment**: Upon proper notice all free-standing furnishings and equipment will be removed by the Owner from the rooms in which the Contractor is to do work. Where the nature of the work requires, disconnect, and remove any anchored or connected equipment and reinstall same upon completion of his work. Protect any remaining equipment in any case.

Reinstall (rework if required) any brackets, braces, attachments, etc. of items to remain, and which were disturbed as a result of alterations.

Fire Protection: During construction, continuously maintain all existing fire exits and fire protection systems unless other measures of equivalent safety are taken.

In work areas, protect any existing smoke detectors with plastic bags so that construction dust does not send false signals; remove covers as soon as work in that area is complete.

Where specifically sensitive equipment (i.e. computers, electronic equipment, etc.) is operating (or exists), use extreme caution. Take steps to ensure that power will not be interrupted without prior knowledge of the Owner. Do not allow dust, heat, or impact to damage units.

B. CUTTING, RESTORATION & PATCHING

1. **General**: It is the intention of these specifications that all required items be built into new work such that cutting and patching is not required. The Contractor shall coordinate the work of all trades to achieve this end.

Where work is to be installed in the existing work to remain, the installation shall be made in the neatest practical manner which causes the least damage to the structure and to the finished surfaces, and which will produce the neatest result.

2. **Scope**: Patch all surfaces (interior and exterior) (with matching materials) where noted, where damaged by construction work, where new devices are installed in or on surface, where existing equipment or construction is removed, and where existing defects become permanently exposed as a result of operations.

Repair and patch all existing holes, tears, breaks, etc. in existing floors, walls, and ceilings of rooms which are listed on the room finish schedule.

Refer to electrical drawings for additional work which will require patching, reworking ceilings, painting, etc.

Where results of demolition work will not be exposed, surfaces and elements must be structurally restored.

3. **Survey**: Where damage is caused to existing lawns shrubbery, walks, paving, utilities, mechanical and electrical systems, etc. restore to as good a condition as existed before work was begun. Report any defect of existing work that is to be altered or extended. Before work is started in any area, conduct a thorough survey with the Architect and the Owner and furnish a report listing all defects of any types which are not otherwise required to be corrected.
4. **Materials and Colors**: All materials shall be new except as specifically noted otherwise. Reuse existing material only where indicated. Where an item is scheduled for reuse, clean, straighten, and touch-up rust spots. Remove extraneous hasps, nails, signs, etc. Tighten up bolts, screws, etc.; replace where appropriate.

Except as scheduled or noted, match existing color, pattern and gloss of such surfaces as are replaced, patched, recoated, extended, altered, furred, etc. Where existing material such as tile, vinyl wall covering, ceiling board, etc. cannot be matched, furnish samples of existing material to permit selection of a substitute material or color.

5. **New Openings**: Where new ducts or pipes pass through existing walls, floors, etc., and where doors are added, cut openings, build in new lintels and sleeves, etc. as required; rework walls at jambs, sills, etc. to finish the opening in a quality equal to that found. Where openings are cut in existing roof deck, carefully avoid damage to joists, beams, etc. unless cutting of such member is specifically noted.
6. **Patching**: Where factory finished material occurs, salvaged existing material in good condition may be used to patch out at openings, etc.

Where cut edges of existing concrete work will be exposed in finished work, carefully patch to true line with epoxy grout.

7. **Cutting Floor Slabs, etc.**: Where existing concrete floor slabs-on-grade are cut for installation of new work, new footing, etc., take care to avoid damage to adjacent construction. Cover adjacent slabs and floors with plywood sheeting.
8. **Floor Preparation**: In preparation for new resilient tile or carpet, acid etch or grind existing floor slab as required to remove grease, coating, etc. Apply leveling compound where adjacent slab sections are not at proper level (achieve transition at rate not greater than in 1/8" in 12 inches). Rake out slab-to-slab expansion joints (and similar conditions) 3/4" deep and fill tightly with leveling compound. Remove vinyl asbestos tile in accordance with ADEM procedures.

Where repainting is required, remove old paint, grease, etc. to provide a suitable surface to receive new coats.

9. **Furring**: Except where specifically indicated to be exposed, all new vertical and horizontal ducts, pipe, conduit, etc. (whether shown or not) in finished rooms or areas, and not encased in masonry or plaster construction, shall be furred in with noncombustible materials matching

room finish. Existing mechanical and electrical work uncovered in alteration work shall be re-furred.

The dimensions of horizontal furring and vertical chases shown for electric panels, ducts and/or pipes are nominal. Exact dimensions shall be determined by actual installation to suit field conditions, making allowances to clear columns, beams, and other obstructions. Unless directed otherwise, or unless a design relationship is involved, hold such furring's etc. to the minimum practical size.

10. **Plumbing and Electrical Work**: In any case wherein a plumbing line, or an electrical conduit or line is encountered, the Contractor shall examine the entire line and ascertain the impact of the new work upon it. If said line must be adjusted or rerouted and was not shown nor reasonably foreseeable in a pre-bid examination of the site, the Contract sum will be adjusted.
11. **Asbestos Contamination**: Refer to AIA General Condition Article 10. In addition, if asbestos is encountered, the Owner will make arrangements to remove the material in a timely manner. The Contractor shall work around the problem area to the maximum practical extent to avoid over all delay.

End of Section

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SECTION 0130

SUBMITTALS**A. MISCELLANEOUS REQUIREMENTS**

1. **Brand Names**: Submit for review a list of manufacturers and brand name materials proposed for each product identified under each Section before any work under that Section is begun.
2. **Progress Schedule (See 3.10.1)**: Submit for review a proposed computer-based construction schedule indicating periods of activity by each trade, and an anticipated completion date which falls within the established time limit. No activity entry shall exceed a 7-day duration. Reflect percentage completion anticipated monthly. Upon acceptance, conduct operations in accordance therewith utilizing overtime and other steps as required to keep the work within the schedule. Revise and resubmit each time a time extension is granted and at any time that a delay from any cause will require adjustment of critical path operations. Refer to phasing requirements in Section 0104.
3. **Schedule of Submittals (3.10.2)**: Submit as indicated in General Conditions.
4. **Schedule of Values**: Submit as indicated under General and Supplementary Conditions.
5. **List of Subcontractors**: Submit as indicated in Instruction to Bidders.
6. **Evidence of Insurance**: Attach to the Contract as required by State Law. See Supplementary Conditions.
7. **Progress Reports**: The Contractor shall provide for job progress meetings, various reports that demonstrate the progress of the work. Among these reports shall be an action item report, job manpower summary, test log, concrete log, concrete order log, rebar delivery schedule, RFI log, change log, and submittal/transmittal report.
8. **Closeout Submittals**: See Section 0170.

B. SHOP DRAWINGS, SAMPLES & PRODUCT DATA (Amplification of GC Par. 3.12)

1. **General**: Submit for review and approval as required in detail specifications and as otherwise requested. Indicate the name of the supplier, fabricator, etc., who has prepared the submittal. Forward only after affixing general contractor's signature of approval thereto; otherwise, material will be returned disapproved/resubmit. The Contractor's approval stamp must state that the item(s) complies with specification criteria and has been checked and coordinated with all parts of the Work. Revise and resubmit until Architect's approval and release is secured.

Architect will review submittals for design only, and will assume no responsibility for dimensions, quantities or erection procedures indicated. Contractor's responsibility for indicated deviations from contract requirements will not be relieved by Architect's review, unless the deviation is specifically noted in the letter of transmittal, and express written approval is returned. Review of a separate item will not constitute review of an assembly in

which the item functions. Submit data on all related items simultaneously so as to facilitate logical review of the material. Do not submit shop drawings for products or assemblies for which no such submittal was specified or requested in writing.

Do not commence work under any Section until all items in that Section are released. One copy of each submittal bearing the final review stamp of Architect shall be kept at the project office and shall be maintained in good condition. No submittal other than those stamped "Approved and Released" shall be on the job for any purpose. Submittals shall be submitted to the Architect by the third (3rd) pay request. Any submittals not made by then shall be as specified. The review time for the Architect is a minimum of 14 working days.

2. **Mechanical/Electrical Submittals**: Submittals in connection with mechanical and electrical work may be submitted to Architect's engineering consultant with a copy of letter of transmittal to the Architect. Submit all other material to the Architect.
3. **Structural Submittals**: Submittals showing only concrete rebars may be sent direct to the Architect's engineering consultant, with a copy of the transmittal to the Architect. Submit all other material direct to the Architect.

Fabrication of structural load-bearing members shall be performed by fabricators approved pursuant to IBC Section 1704.2.2, and the approval status shall be reflected on the submittal.

4. **Samples**: Where required, submit two of each item clearly labeled as to manufacturer, quality and job. The Architect will retain one sample for comparison with bulk shipments, and he may procure certain test samples from stockpiles at the job site. Failure of any item to meet specified requirements will be cause to reject for use under this contract any further materials of the same brand or make. Rejected material already incorporated shall be subject to removal and replacement, or at the Owner's option may be left in place and the Contract price adjusted.
5. **Finish/Color Selection**: Unless the precise finish, color and pattern is specified, wherever a choice exists, submit accurate color and pattern charts for selection. Submit color chips and samples for all items well in advance of the need for the first selection (not later than 60 days after award). With very minor exceptions no color selections will be made until samples for all items requiring selection have been submitted.

Do not submit color charts via electronic means, the Architect will not select colors from this format.

6. **Product Data**: Submit 1 copy of product data to the Architect's office via email. The Architect shall return via email the final marked-up/reviewed product data. An Email address will be given during the pre-construction meeting.

Product data shall be modified to show the data which is applicable to this project.

7. **Shop Drawings**: May be submitted to the Architect via email (except for structural, fire alarm and fire protection as listed above). An email shall be sent to the Architect's field representative. The Architect shall return via email the final marked-up/reviewed submittal.

Cross reference numbers assigned to shop drawing details with number of related details on contract drawings and to applicable specification section paragraph numbers.

Shop drawings shall faithfully and accurately develop, extend, and coordinate the architectural, structural, mechanical (and other) details, specification, and notes, so as to facilitate production of a complete, sound, operational job with all parts carefully fitted together. They shall illustrate coordination of related trades and parts; actual job measurements of constructed levels, angles, and dimensions; work out similar and extended conditions; develop returns of finish work at corners and offsets; define selected options where such choice is allowed; reflect materials; and facilitate shop fabrication and job erection. Where anchors and connections are not stated in the contract, they shall indicate connections that are appropriate and engineered for the condition.

8. **Electronic Files:** In the spirit of partners in construction, and as a non-contractual convenience, computer disks of basic floor plans (if available) will be provided to the contractor for his subcontractors for their use in preparing shop drawings. Request for such files shall be made in writing and incorporate agreement that use thereof does not void the Architects' copyright ownership, that the format will be "as generated", that no warranty of the fitness nor accuracy of the drawing will be made, that transfer will not be deemed a sale, that use will be limited solely to production of shop drawings for this particular project, and that such use of the file will be totally at the recipient's risk. File format will be PDF and architect's seals and title blocks will be removed from the files.
9. **Architects Transmittal:** As a convenience to the Contractor, the Architect's transmittal form will be in composite list form, with the current status of all submittals reflected. The Contractor's attention is called thereto.
10. **Long Lead Tim Submittals:** Long lead time submittals (i.e., security equipment) shall be submitted for approval within 30 days of Notice to Proceed.

End of Section

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SECTION 0140

QUALITY CONTROL

A. GENERAL (Amplification of GC Article 3)

1. **Contractor's Control Systems**: The Contractor shall establish a system of inspection and tests of his work and that of his subcontractors to ensure that all applicable requirements of the drawings and specifications are met. He shall be diligent to ensure that the quality of workmanship is satisfactory, that dimensional requirements are met, that defective materials are not used and that all required control and laboratory testing procedures (as stipulated under various divisions of the specifications) are affected. Where specific testing procedures are not stipulated, he shall establish and conduct a procedure to ensure adherence to specified quality. He shall make an initial inspection of each phase of work as soon as a representative portion has been completed, and he shall make daily follow-up inspections, to ensure that an acceptable quality of work is established and maintained.

Where repetitive operations occur, he shall erect representative portions in advance of the main installation to ensure that quality is met, and that all parts fit together properly.

No program of testing (lab test or control test) set out hereinafter will relieve the Contractor of his responsibility to meet specified quality standards. Such tests in no way limit the Contractor from ordering or making such additional tests as he deems necessary to ensure contract compliance.

2. **Contractor's Control Testing**: To be performed by the Contractor and/or subcontractors at the site as specified under respective Sections. Submit a written record of each test indicating the date, location, result, etc. Except as approved, conduct all control tests in the Architect's presence.
3. **Code Tests**: Inspection and tests required by codes or ordinances shall be the responsibility of the Contractor, except as otherwise provided, and except as mandated by Chapter 17 of the IBC.

End of Section

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SECTION 0150

TEMPORARY FACILITIES

A. TEMPORARY FACILITIES (Additions to GC Articles 3 & 10)

1. **Safety Precautions**: Provide and assume complete responsibility for such safety programs and facilities as will adequately protect workmen, the public and others who may be about the site.

See Section 0112 for supplemental requirements within occupied structures.

2. **Field Office**: None required. Provide communications by cell phone.
3. **Facilitate Observation**: Provide all necessary facilities to permit observation of work by the Architect, public officials, and the Owner's representatives. Such facilities shall include temporary lights, hard hats, ladders, platforms, railings, etc. all safe and suitable for use by office personnel.
4. **Temporary Toilets**: Contractor's will be allowed access to public facilities as long as it does not become a problem. At no time shall the contractor use these public facilities to clean up or dispose of construction tools, materials, etc.
5. **Temporary Doors or Fixed Panels**: Install to prevent vandalism, protect people, protect the work, and to control temperature and humidity.
6. **Temporary Lights**: Install exterior lights to protect the job against vandalism, and lights in interior spaces to facilitate conduct and observation of work.
7. **Temporary Heat**: Provide as necessary for protection and drying out of work and to facilitate cold weather operations. Such heat shall be of a type which will not damage the finished work. Permanent heating apparatus may be used upon approval, but only after dust generating operations are completed.
8. **Protection of Trees, etc.**: Protect all trees, shrubs, etc. on project site which are shown to remain.
9. **Rodent Control**: Provide ample suitable containers with covers to receive rodent or vermin attracting refuse. Ensure that such refuse is contained and removed from site at regular intervals.
10. **Temporary Wiring**: Provide single phase 3-wire, 110–220-volt service with multiple weatherproof sockets for use by all trades at points within reasonable reach from all areas of work. Outlets shall meet NEC.
11. **Water and Power for Construction and Test**: Will be furnished by the Owner insofar as same now exists at the site; Contractor shall pay cost of temporary extension of service to area of work and shall insure that excessive utility costs are not incurred. Steam will be furnished on the same basis but is not available during the cooling season.

Oil and gasoline required for testing and special power for welding shall be furnished by the Contractor.

12. **Cleanup**: To the maximum practical extent, keep the building and surrounding area clean, free of debris and in an orderly condition at all times. Control dust. Keep weeds cut. Avoid accumulations of combustible materials within the structure.
13. **Access to Work**: Protect crossings of curbs, walks and pavements with planking or earth. Repair any damage that may inadvertently be done.
14. **Construction Fence**: Provide as required to confine construction activities. Near completion of work, remove fence and all evidence thereof.
15. **City Regulations**: Provide signs, barricades, etc. as required by the City to maintain traffic flow. Conduct regularly scheduled cleanup operations in adjacent streets to ensure that surfaces are kept clean. See Section 0104.

End of Section

SECTION 0160

MATERIALS

A. MATERIALS (Amplification of GC Article 3)

1. **General:** Material shall be new and without any indication of damage or coverage. If usually packaged, bring to job in original unbroken labeled containers. Materials, devices, and equipment not specified but required, shall be of a grade, design, and performance equal to or superior to related parts of the work. All material shall be suitable for the use intended.
2. **Brand Name Substitutions:** Specific manufacturers and brand names are mentioned herein to establish a standard of design and quality. Except where indicated otherwise, other makes of equal quality and suitability in the opinion of the Architect, may be used subject to approval. Comparison of substitute brands will be with the first named of those listed, and will relate to the overall suitability, quality, compatibility, dependability, life, appearance, size, and efficiency of the items compared.

Prebid approval of substitutions is required only where pre-bid approval is specifically indicated in subsequent Sections in regard to each particular product. Request for pre-bid approval must be received at least 10 days prior to bid date and should have attached complete data to support and justify the substitution.

Where a specific product (or products) is identified, and pre-bid approval is not required, the product must be furnished by one of the manufacturers so listed unless specific approval (pre or post bid) of another brand is obtained in writing.

Qualified pre-bid approval may be given to various vendors at their request on products for which pre-bid approval is not required; such approvals will be communicated only to the vendor.

By requesting approval of or by making a substitution, the Contractor shall certify that the product substituted is in all respects equal to, and will function equally well in the project, as the product specified. The Architect at his discretion may require certification in writing.

3. **Installation:** Install, apply, connect, clean, and operate all materials and equipment per manufacturer's directions and recommendations. In the event of conflict between specifications and manufacturer's directions, obtain instructions from Architect. Anchor all items adequately to support intended loading or reasonably anticipated force; employ proper fasteners and anchors suitable for substrate encountered.
4. **Protection of Materials:** Stage, sequence, and protect stored and erected materials from weather and other damage through staging and sequencing of the work, or by temporary covers.
5. **Color Selections:** The color schedule prepared by the Architect will be for color only; it will not justify deviations from Contract requirements (such as changing of finish material, type of paint, etc.) which must be made by Change Order. Where color numbers and names conflict, secure instructions before proceeding. See Section 0130 for samples required.

6. **Foreign Materials**: In accordance with State Law, provide only materials manufactured, mined, or processed in the United States or its territories, provided same are available at reasonable prices.
7. **Work By Owner**: None
8. **Salvageable Materials To Remain Property of Owner**: None.
9. **Asbestos Materials**: It is the intent that no asbestos material (friable or nonfriable) be used in this construction. Any inadvertent reference to such use must be called to the attention of the Architect who will issue instructions for use of substitute material. At close of job, Contractor shall certify in writing that no asbestos materials were used in this project.

End of Section

SECTION 0170

PROJECT CLOSEOUT

A. PROJECT CLOSEOUT (Amplification to GC Articles 3 & 9)

1. **General:** Except as noted, delivery of items listed hereunder are prerequisites of final payment. Establish duration of all guarantees, etc. from Date of Substantial Completion or full occupancy, whichever is earlier (but in no case, earlier than completion and acceptance of a particular item). Submit one (1) written copy of material bound in 3-ring loose-leaf binders indexed and tabbed and one (1) electronic copy on CD in a searchable pdf format divided into chapters and sections.
2. **General Contractor's Warranty:** Furnish as required under General and Supplementary Conditions.
3. **Subcontractors Warranties:** Forward guarantees from subcontractors covering their work where required under (but not limited to) the following Sections.
4. **Manufacturer's Warranties:** Furnish diagrams, maintenance manuals, manufacturer's warranties, parts lists, and other information pertaining to all equipment installed, together with name of nearest distributor and maintenance representative.
5. **Clean-up:** Clean all metal, plumbing fixtures, exposed finished surfaces, etc. and clean and polish all glass inside and out, leaving building ready for occupancy. Remove all rubbish, surplus material, and temporary facilities from site. Coordinate cleaning and waxing of soft tile, cleaning of carpets, changing of air conditioner filters, etc. as required under other Sections.
6. **Attic Stock:** Generate a list of attic stock material, including catalog description, name of vender, quantity and check-off.
7. **Miscellaneous Items:** Furnish the following items which, among others, are indicated elsewhere in specifications and Contract Documents:
 - Contractor's Affidavit of Payment of Debts and Claims.
 - Proof of Advertisement of Completion.
 - Certified list of paint products employed.
 - Certification that no asbestos materials were employed.
 - Notice from Test Lab that all re-test bills have been paid by Contractor.
 - Insurance Certificate indicating 2-year coverage for completed operations liability per GC 9.10.2 and 11.1.3.
 - Final accounting of cash allowances.
 - Consent of Surety to final payment (GC 9.10.2).
 - A non-resident contractor shall satisfy the awarding authority that he or she has paid all taxes due and payable to the State of Alabama or any political subdivision thereof prior to receiving final payment.
 - All warranty information and registration forms for equipment shall be filled out with all serial numbers etc.
 - Substantial Completion form (fully executed).

8. **Final Inspection**: To be conducted by the Architect and appropriate Public Officials upon notification by Contractor and concurrence by Architect that project is complete. Punch lists prepared at pre-final inspections shall have been worked out.
9. **Year-end Inspection**: To be conducted jointly by Architect and Contractor and appropriate Public Officials approximately one (1) year after completion and upon notice by Contractor. Remedy all defects noted. Give special attention to adjustment of hardware, balancing of air systems and elimination of machinery vibration.
10. **Record Drawings** (Add to GC Article 3.11 / Article 11): Submit as indicated. In addition, provide one (1) set of Bond copy of As-built Documents and one (1) set scanned into a searchable PDF format that will be furnished at cost by the General Contractor to the Owner for his use. As-built documents include the plans (properly marked to show changes in the field) and Project Manual.

Close-Out Manuals shall be divided into sections as described (but not limited to):

- Project Completion Documents and Affidavits.
- Lien Releases.
- Warranties & Guarantees (in order of specification division) and filled out in the Owner's name and any and all equipment registered with supplier/manufacturer.
- O&M instructions (in order of specification division).

End of Section

SECTION 0610

ROUGH CARPENTRY

A. GENERAL

1. **General Requirements**: Division One is applicable in full hereto.
2. **Scope**: Include nailers, blocking, and grounds for installation of all items except as noted otherwise.
3. **Workmanship**: Neat and in accordance with best standard practice. All members plumb, level and square well anchored and secured.
4. **Nailing**: Per NLMA recommendations except as otherwise shown. Nails cement coated unless noted otherwise. All fasteners in contact with pressure treated lumber must be stainless steel.
5. **Fasteners**: All fasteners in contact with pressure treated lumber must be stainless steel.

B. MATERIALS GENERALLY

1. **Grades and Sizes**: As defined by the recognized association of manufacturers producing the material. Sizes nominal unless indicated otherwise.
2. **Lumber**: Of live, sound stock, S4S, thoroughly seasoned and air or kiln dried to a maximum moisture content of 15%. Cull or cut out any defect-causing member to be unsuitable for use intended.
3. **Marking**: "Grade Mark", "Trademark" and "Mill Identification Mark" of the association having jurisdiction shall appear on each piece of yard dimension lumber (not boards) and plywood.
4. **Handling**: Protect all material in transit and at site. Store above ground under cover.

C. NAILERS, BLOCKING, ETC.

1. **Material**: Pressure Treated S4S-SYP, sizes as shown, #2 Structural Grade and Standard Grade Light Framing members, or better.
2. **Wood Blocking**: As shown on plans or required to facilitate construction. At stud walls provide blocking (2 x 6 min. size) to facilitate attachment of door bumpers, millwork, etc.

End of Section

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SECTION 0620

FINISH CARPENTRY & MILLWORK

A. GENERAL

1. **General Requirements:** Division One is applicable in full hereto.
2. **Scope:** All finished carpentry work, including cabinet work, trim, other items as specified hereunder, and other finished carpentry necessary to complete the work. Include cutting and patching for other trades. Refer to Painting Section for back priming and sealing. Where carpet is scheduled, re-fit doors, base, etc., as required to facilitate installation. Make cutouts in counters for sinks per templates supplied by Plumbing Contractor. Install all finish hardware, specialties, etc. where installation thereof is not specified with the item.

Related work specified elsewhere:

- Glass and Glazing – Section 0881
- Paint/stain – Section 0990

3. **Shop Drawings:** Prepare for all shop fabricated work and submit for approval. Include elevations and details of each unit to adequate scale to facilitate checking and accurate fabrication. Indicate detail of drawer construction, shop, and field joints, etc. Obtain and indicate all job measurements required. Include review of material grades and other specification data not readily available to shop personnel.
4. **Hardware:** Furnished under Hardware Section (except as noted). Apply per manufacturer's instructions; fit accurately and securely. Refer to additional notes in Section Hardware. Employ power routers and jigs. Do not hammer screws into place. Adjust to operate smoothly and properly. Identify all keys for presentation to the Owner. Where necessary, remove and replace hardware and doors to facilitate painting.
5. **Workmanship:** Neat and in accordance with best practice. Neatly fit work together, with finish surfaces scribed and joined without exposed defects. Provide adequate equipment on site including bench saw, jointer and sander. Bring interior finish materials into the building only after openings are closed and plaster is dry.

All material brought to the job site shall be free of saw, jointer and planer marks and shall be sanded until smooth with slightly rounded edges. Should such blemishes be found after the material is in place and finished, it shall be taken down and returned to the fabricator for reworking and/or replacement.

6. **Nailing:** In thorough manner with nails of proper type and size. All finish nailing blind where possible, otherwise with heads set and finished over. Nails in exterior work to be of stainless steel.
7. **Wood Materials:** Grades and sizes are as defined by the recognized association producing the material. Sizes nominal unless indicated otherwise. All interior woodwork shall be kiln dried to an average moisture range of 8-13%, and exterior woodwork so dried to 9-14%.

B. INTERIOR TRIM, ETC.

1. **General:** Install trim neatly; fit accurately. Apply members continuous (without intermediate joints); where such joints are unavoidable employ bevel cut, glue and sand smooth and flush. Cope joints in interior corners, miter exterior corners. Properly groove backs of flat pieces. Nails shall be set without hammer marks showing.
2. **Stain Grade Trim:** AWI Premium Grade oak (match existing). No finger joints allowed.

C. CABINET WORK

1. **Scope:** Include work as indicated, complete with finished ends, closures, supports, scribe moulds, anchors, etc., as shown or required to finish out neatly.
2. **Manufacturer:** Qualified and established cabinet shop, which customarily produces first-class work.
3. **Workmanship:** In accordance with details and best shop practice. Set partitions, ends, panels, etc. with face grain vertical. Fill and machine sand all exposed plywood edges.

Fabricate with minimum practical construction joints; arrange joints so that the face appearance of work is not altered. Field apply tops, finish base, and splash strips in maximum lengths w/joints offset from joints in cabinet units. Scribe top and splash members so that scribe molds are not required.

Nail thoroughly, from both directions where members with shoulder type joints or intersections occur. Set nail heads ready for finishing. Supplement with glue blocks where good practice is required. Glue and nail, panels into frame assemblies.

4. **Typical Wood Materials** stain grade:
 - Heavy framing members – AWI custom grade fir
 - Tops – AB plywood (Exterior grade AC where sinks occur)
 - Splash – AB plywood
 - Doors and Panels – 9 ply A2 grade plywood, hardwood veneered
 - Backs – Grade AB plywood
 - Bottoms – 9 ply A2 grade plywood
 - Shelves – Grade AA plywood (same as doors where exposed)
 - Ends, partitions, drawer bottoms – Grade AB plywood
 - Face pieces – select fir or white pine
 - Ends and verticals – Grade AB plywood (same as doors where exposed).
5. **Materials** (stain grade): All exposed solid wood of best grade oak to match existing. Plywood to be 9-ply A2, one-piece face.
6. **Shelving** (Plastic Laminate): Same as above with .028" Vertical Surfacing Grade-24. Balancing sheets shall be .020-backing sheet Grade-91 in color as selected.

D. HARDWARE

1. **Counter Support Bracket**: See Drawings.

End of Section

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SECTION 0790

JOINT SEALANTS

A. GENERAL

1. **General Requirements:** Division One is applicable in full hereto.
2. **Scope:** On the existing building include only those openings which are modified under this contract and elsewhere as noted.

The following sealant work is specified with the related trade or item:

Bedding thresholds and sidelight sills.

3. **Applicator:** Application shall be by an established waterproofing contractor whose main business is waterproofing and/or sealants.
4. **Submittals:** Submit manufacturers catalog data and color samples on each type of material to be employed.
5. **Application:** By experienced workmen only. Apply to clean and dry surfaces during dry weather, when temperature is 50 degrees F or above. Finish all beads with slight recess; do not allow face to project beyond adjacent surface.
6. **Cleaning:** Upon completion remove all excess material (including any staining) from adjoining surfaces. Employ solvents recommended by sealant manufacturer.

B. TYPICAL INTERIOR CAULKING

1. **Scope:** Apply along juncture where all trim, base, door frames, etc., contacts masonry or any other slightly irregular surfaces to accomplish desired finishing.
2. **Material:** Tremco 834 acrylic latex, Pecora AC-20 acrylic latex or equal by Sonneborn Sonolac acrylic latex caulking compound as approved.
3. **Application:** Rake out and clean joints and crevices. Where deeper than $\frac{3}{4}$ ", partially fill with foam backer compatible with sealant. Then fill solid with compound forced into place with gun under pressure. Neatly tool surface. At painted surfaces apply after priming coat but before finish coat.

Crevices indicated to receive caulking shall be formed by Masonry and Carpentry Trades, and shall be rectangular in shape $\frac{1}{4}$ " to $\frac{3}{8}$ " wide, $\frac{1}{2}$ " deep.

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SECTION 0840

ENTRANCES AND STORE FRONTS**A. GENERAL**

1. **General Requirements**: Division One is applicable in full hereto.
2. **Shop Drawings**: Submit for approval together with hardware schedule and catalog cuts. Indicate hardware heights. Upon request submit door corner, pull and frame samples.
3. **Materials Generally**: Kawneer extruded aluminum shapes as noted below and on plans. Products of YKK, Vistawall or U.S. Aluminum will be accepted provided equal and equivalent material is available. Glazed systems shall produce a watertight enclosure and shall withstand a hose test without leakage on the interior.
4. **Finishes**: Factory Finishing - Fluoropon coating meeting or exceeding test required by AAMA 2605. Color to be selected by the architect. Screws, accessories, etc. shall match basic finish. Hardware finishes to be selected with the goal to match each sites/locations storefront or finish materials.
5. **Qualification of Installer**: Foreman and key field personnel must be knowledgeable of this type of work and must regularly perform storefront installation. The foreman shall have had experience in supervision the successful installations of at least 3 projects of similar type and scope (within the past 5 years).

B. ENTRANCE SYSTEMS

1. **Stile and Rail Entrance Doors**: Sizes, types and swings as indicated, equal to Kawneer #500 wide stile, 1 $\frac{3}{4}$ " thick aluminum entrance door, factory assembled and prepared for hardware. Bottom rail shall be 10" and top rail 6 $\frac{1}{2}$ ". Stiles shall be beveled for SA doors. Join stiles and rails with welded interlocking joint, or with cadmium plated steel tie rods, to produce long-lasting joints which remain rigid and tight when door is operated.

Weatherstrip exterior SA doors with Kawneer semi-rigid polymeric strips installed in face of stop and in meeting edge stiles.

2. **Entrance Frames**: Series 450 (451 at 1" glazing) flush exterior glazed tubing of $\frac{1}{8}$ " minimum thickness, 1 $\frac{3}{4}$ " x 4 $\frac{1}{2}$ ", complete with special shapes as required for a finished job. No face joints permitted in verticals except at expansion mulls. Sight lines on glazing members shall be consistent (Screw Spline Assembly).

Stops for sa door jambs to be screw or snap on type (not fin type) supplemented with screws to prevent rattle or displacement.

Provide matching expansion mullions in runs exceeding 20 feet.

At doors provide uniform clearances of $\frac{1}{16}$ " at hinge stile, $\frac{1}{8}$ " at lock stile and top rail, and $\frac{3}{16}$ " at thresholds.

3. **Erection:** Fabricate at site with members plumb and correctly aligned with adjacent work, arranged to collect, and conduct water to the exterior. Erect with continuous sill and head members, using modified "stud" type assembly, with pieces assembled with concealed aluminum clips per manufacturer's recommendations. Anchor frames with stainless steel expansion bolts, screws, or machine bolts as applicable. Fit all joints with hairline accuracy without scars or visible connectors. Coat surfaces in contact with masonry, wood, steel, or concrete with bituminous paint. Exposed screw heads (where specifically permitted or required hereunder) neatly countersunk. No splices allowed in runs of 14 feet or less. Make Hardware cutouts neat and workmanlike.

Anchor verticals adjacent to door openings to floor using a 12" long reinforcing section wedged into tube and grouted 2" into floor slab; see detail.

Do not penetrate the subsill with screws.

4. **Glazing:** Employ glass as specified in Section Glass and Glazing.

Install per recommendations of storefront manufacturer using proper setting blocks. Allow extra length in glazing strips to compensate for shrinkage, place small bead of sealant at bottom corners where glazing strips butt.

5. **Protection, Cleaning, etc.:** After erection protect surfaces from plaster, concrete, mortar, etc., with coating of petroleum jelly or by masking. Thereafter, if necessary, wash with mineral spirits, followed by mild soap and water. Where bronzed members are unavoidably cut, touch-up with matching paint or stain.

C. HARDWARE

1. **General:** Provide hardware as scheduled, adequate for use, coordinated, adjusted, anchored securely. All exposed screws and bolts dull cadmium plated (painted to match finish). Closers through bolted. Install master keyed cylinders.

Supply rim-type exit devices with strikes, which will properly receive and terminate the stop, such as Von Duprin #1409.

Closures must comply with ADA.

Generally, mount hardware at height standard with door manufacturer.

Mount deadlocks at 48" above finish floor.

D. SCHEDULE OF ENTRANCE DOORS

Provide doors of type, sizes, swing, etc. as indicated on Drawings, all complete and operational with the following hardware and features (supply weatherstripping, bevel, finish, hardware detail, threshold, etc. as heretofore specified), each leaf except as obvious otherwise:

DOOR 1	Rim type exit device Von Duprin Rim Exit Device 98L w/ keyed cylinder dogging Kawneer CO-12 pull Surface mounted closure LCN 1460 top jamb mounted w/ 105° hold open Top and Bottom off set pivots One (1) mortice Cylinder – Keyed to match existing system One (1) Rim Cylinder – Keyed to match existing system
DOOR 2	CO-12 pull – CPII push bar Top and Bottom off-set pivots Surface mounted closure LCN 1460 top jamb mounted w/ 105° hold open

E. MISCELLANEOUS RELATED WORK

1. **General:** Erect, glaze, protect and test work generally as specified for entrance units.
2. **Fixed Window:** Form windows of scheduled sizes with Series 450 framing material. Arrange for center glazing, using stud type assembly. Provide receptor as shown for system as specified. Frame color as selected with the goal to match each sites/locations storefront or finish materials.

Glass – See Section 0881.

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SECTION 0881

GLASS AND GLAZING**A. GENERAL**

1. **General Requirements:** Division One is applicable in full hereto.

B. TYPICAL GLASS

1. **General:** Furnish types as noted on drawings, all meeting ASTM C-1036. Flat glass by Pilkington, AFG or PPG. Where required size cannot be supplied, provide similar glass in better quality or greater thickness. Furnish each light with a label indicating quality and do not remove until approval is given.
2. **Plate Glass (PG):** ¼" clear polished plate or float glass, q3 glazing quality, except as noted otherwise. Sheets with narrowest dimension over 72" and tempered sheets with narrowest dimension over 48", shall be q3 glazing quality not less than ⅜" thick.
3. **Tempered Glass (TG):** Plate glass fully tempered to meet CPSC Standard 16-CFR, bearing permanent mark indicating grade and manufacturer. Tempering shall be produced by a horizontal type of furnace, without tong marks. Ease edges smooth where edges are exposed.
4. **Bullet Resistant Glass – Level 3 (G):** Equal to Global's "Secur-Tem + Poly-Glass Clad Polycarbonates; 1⅝" thick, UL level 3 – SP311.

C. GLAZING

1. **General:** Employ best grade products of Tremco, Pecora, DAP, or Gipson-Homans. Material and application as recommended by manufacturer and as specified below. Coordinate work with glazing preparations made by window manufacturer.
2. **General Workmanship:** Per FGJA recommendations. Do no work when temperature below 40 degrees F or in damp weather. Glazing surfaces to be clean and dry. Glaze sash and doors in closed position and do not operate until compound has set. Steel and wood rabbets and stops shall be primed before glazing. Windows shall be erected and adjusted before work begins. Compound surfaces shall be free from surface cracks and show no breaking of bond to glass or frame for at least one year after acceptance of work.
3. **Stop-glazed Hollow Metal Frames:** Glaze with skinning type Butyl caulk glazing compound. Install sheets over 3 sf on setting blocks at quarter points so as to maintain 3/16" minimum edge clearance all around. Maintain ⅛" minimum interior and exterior face clearance (by use of spacer shims on all lights over 50 united inches).
4. If glazing rabbet does not permit minimum clearance, or if exterior glass is over 72" in either direction, employ DAP Flexised rubber base compound.
5. **Store Front Sections:** See Store Front Section.

End of Section

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SECTION 0902

DRY WALL PARTITION SYSTEM**A. GENERAL**

1. **General Requirements:** Division One is applicable in full hereto.
2. **Scope:** Include material and labor for installation of complete, sturdy dry wall partition systems, including gypsum board, moisture resistant gypsum board behind thin set ceramic tile, framing and furring. Include installation of access doors furnished under other Sections.
3. **Assistance to Other Trades:** Cut and/or frame all openings for other trades. Where a cut impairs the strength of any member, add material to compensate.

B. GYPSUM BOARD

1. **Building Conditions:** All openings closed; maintain temperature between 55, and 75° F, continuously until all materials are dry. Provide heat or ventilation to remove excess moisture. Do not deliver material until just prior to erection. Protect from wetting. Stockpile flat on floor, leaving original wrapping until ready for actual use. Take care not to overload the structure.
2. **Material:** NGC or equal gypsum wall board meeting ASTM C1396, 4' wide x thickness indicated. Lengths for wallboard as required. Typical boards shall have "Sta-Smooth" edges. Employ fire shield board where fire rating is required. Provide MR board where scheduled, and where to receive ceramic tile, meeting ASTM C630.
3. **Bullet/Blast Resistance Fiberglass Panel:** Install Armortex level 3, $\frac{7}{16}$ " thick fiberglass resistance panel within the wall panel where Bullet/Blast fiberglass panel are indicated on drawings. All edges on bearing. Installation to be in strict accordance with manufacturer's instructions.
4. **Screws:** Type S 12 Bugle Head drywall screws spaced 12" o.c., not less than $\frac{3}{8}$ " from edges.
5. **Erection on Stud or Furred Walls:** Apply board vertically with all edges on bearing. Arrange so that joints do not align with edge of an opening, and so that joints in board on opposite sides do not occur on same stud.
6. **Metal Accessories:** Reinforce external corners with 1 x 1 standard galvanized corner beads with perforated tape flanges. Apply metal casing beads where gypsum board dies against masonry and elsewhere indicated. Set edges to true line and fasten on 7-inch centers.
7. **Expansion Joints:** NGC Type EZ or equal with both edges on separate bearing. Provide unbroken gypsum board runs (walls and ceilings) exceeding 30' in length. Where doors occur, limit unbroken runs to 20' and, where practical, locate joint at top of each jamb of doorway.
8. **Finishing:** Employ bedding and topping compound and NGC "sparked" perforated tape. Apply bedding compound to joints and screw heads and allow to dry 12 hours. Then apply a second layer of compound and embed tape over joints; allow to dry thoroughly (normally 24

hours). Then cover tape with coat of topping and spread out 3 inches each side of tape; feather edges. After the preceding coat is dry apply a second coat spreading and feathering out 3 inches beyond preceding coat.

Reinforce interior ceiling and wall angles with tape folded and embedded, with at least one additional feathered coat of topping. Screw heads and dimples shall receive at least 3 coats. and coats as required, without roughing the face of wall board. Leave surface smooth and uniform, without any blemish which will show through decoration.

Sealer-equalizer Coat: On new exposed walls and ceilings to be painted, apply USG's Sheetrock First Coat. Product shall be applied by roller and/or brush per manufacturer's instructions by skilled painters (experienced employees or contracted painters). Use only the ready-mixed product direct from the container (DO NOT DILUTE).

9. **Erection** (on wood): Apply on walls vertically, all joints on bearing. On ceilings apply with long dimension across framing members with end joints staggered on bearing. Screw along each bearing 7" o.c. on ceilings, 8" o.c. on walls, with 1¼" Type W screws.

End of Section

SECTION 0904

PAINTING AND RELATED WORK

A. GENERAL

1. **General Requirements**: Division One is applicable in full hereto.
2. **Acceptance of Surfaces**: Do not begin until surfaces are in proper condition. Report deficiencies. Assume responsibility for finishing surfaces after application of prime coat. Surfaces shall be clean, dry, smooth, free of dust, scratches, hammer or planer marks, or any material which will adversely affect adhesion or appearance of finish.

B. PAINTING

1. **Scope**: Paint new surfaces and previously painted surfaces as defined on drawings.
2. **Materials**: Employ top grade products of PPG Paints, Inc., Sherwin-Williams, or Ben-Moore. Use the same brand on any one phase of work throughout the building.
3. **Colors**: Upon request submit designer type color chip samples. Color schedule will be furnished by Architect, made up where possible from standard color chips of manufacturer chosen. However, selection will not necessarily be limited to any single manufacturer's stock colors, nor by the number of colors selected for any area.
4. **Quality of Work**: First class in all respects. The number of coats specified is the minimum required; the Contractor shall gauge thickness of coats, or provide additional coats, to produce hiding, color depth, scheduled gloss and to comply with manufacturer's recommendations.
5. **Surface Preparations**: Sand woodwork until smooth and free of raised grain and other imperfections before first coat. Slightly round all exposed edges. Before priming wash pitch places with mineral spirits, coat with stopping varnish and sand smooth. After priming, fill nail holes and minor blemishes with lead putty or plastic wood; putty for stained work to match stain.

Wash ferrous surfaces with mineral spirits to remove dirt and grease. Sand scratches, welds, and rust spots to the base metal and touch up with metal primer. Thereafter lightly sand the entire surface. Treat galvanized surfaces with compound designed for that purpose.

Fill minor voids in concrete masonry to produce uniform texture. Remove mortar splatter with knife edge. Brush joints and surfaces clean.

6. **Priming and Sealing**: At interior millwork seal backs, ends and bottoms before erection. Seal the top and bottom edges of wood doors with 2 coats after fitting; apply sealer coat on each face at essentially the same time.

At wood and steel glazing stops, prime all surfaces before glazing.

7. **Application**: Per manufacturer's directions. Spread evenly and smoothly, flowing without runs, drops, sagging, brush, or roller marks. Keep material free of lumps, skins, and foreign matter, well stirred while being applied. Allow each coat to dry thoroughly before a successive coat is applied. Sand between coats to produce smooth, even, well sanded finish. Dust off after each sanding. Cut-in neatly around glass and at other edges where materials or colors change. Application on typical plaster, gypsum board and CMU surfaces shall be by brush or roller; application on wood and metal surfaces shall be by brush only. Remove hardware, device plates, etc. before painting and replace thereafter.

Do no exterior painting in direct sun, during wet weather or when temperature is below 50 degrees F. Maintain building interior continuously at 65 degrees F or above during entire period of painting work. The building shall be well lit and broom clean before work is started.

After completion of work, clean off all paint spots and stains from floors, woodwork, exposed brick, glass, metal, hardware, etc., leaving the building in perfect condition.

8. **Existing Surfaces**: Where chases, soiled areas, joined surfaces or patches occur, paint the entire surface of wall or ceiling in which such defect occurs up to a corner, expansion joint or other stop line.

Scrape, sand and brush existing surfaces as necessary to secure a sound paint base, dust clean. Remove any heavy buildup of paint. Wash with cleaning compound to remove grease, dust, dirt, etc., and leave without traces of cleaner that might harm finish. Cut back loose or broken putty on glazed doors, sash, etc., and neatly reputty as required. Fill cracks and splits. Reprime where base material is exposed.

C. SCHEDULE OF APPLICATIONS (New Work)

NOTE: Refer to Part A of this Section regarding number of coats, etc. as indicated below. Catalog numbers are from PPG Paints, Inc. Paints unless noted otherwise.

1. **Galvanized Iron and Steel**: Prime with one coat of Multi-Prime 4160 Alkyd primer. Two coats HPC Industrial Alkyd 4306 Semi-Gloss.
2. **Interior Iron and Steel** (except prefinished items and steel subject to traffic): Touch-up prime coat with Multi-Prime 4360 primer. Finish with two coats HPC Industrial Alkyd 4306 Series semi-gloss.
3. **Gypsum Board** (typical interior areas): After application of first coat (filler equalizer) specified in Section 0902, prime with one coat Max Prime 6-4 High Build Primer then-finish with two coats 6-5310 Speedhide Zero Interior Latex Paint Eggshell.

Do not apply any paint before the filler equalizer is applied, see Section 0925.

4. **Typical Interior Wood**: Prime with Seal Grip 17-951 Finish: Two coats 6-5510 Speedhide Zero Interior Latex Paint Semi-Gloss
5. **Natural Finish Interior Wood** (Stained): One coat paste wood filler then sand with 00 sandpaper. One coat Deft Wood Stain DFT400 Series. One coat Deft Deftthane Gloss DFT21, wait 24 hours, then sand. Final coat to be: Deftthane Gloss DFT21 gloss as selected by the Architect. (On closed grained woods omit paste wood filler).

D. REFINISHING WORK

1. **Scope:** In existing rooms and spaces and other areas where alterations or damage occurs, and where refinishing work is scheduled, refinish existing painted surfaces, damaged surfaces, and patched work. See drawings for scope.
2. **General Preparation:** Scrape, sand, and brush surfaces as necessary to secure a smooth, uniform, sound paint base; remove old paint runs; dust clean. Wash interior work with cleaning compound to remove grease, dust, dirt, etc., and leave without traces of cleaner that might harm finish. Cut back loose or broken putty on glazed doors, sash, etc., to sound putty. Clean cut-outs and neatly reputty with glazing compound.

Before any paint is applied, the contractor must have existing surfaces (paint) tested to make sure specified products are compatible with and will adhere to existing surfaces and that existing paint surfaces are a sound paint base.

3. **Interior Caulking:** Where necessary to achieve a good finish, strip and recalk all previously caulked joints in areas to be repainted. Where in good condition touch-up existing caulking as required. Caulking shall be DAP Butyl-Flex, 3M Weatherban 202, Parr Butylseal, Pecora BC-158 or equal. Apply by gun under pressure and neatly tool surface. Caulking shall be applied over a properly primed surface prior to the finished coat.
4. **Workmanship:** Equal to that specified for new work of similar character. Sand, buff, rub or otherwise treat finish coats to match adjoining work of same kind.
5. **Typical Painted Interior Wood:** Sand over all glossy places; scrape off and sand smooth all blistered areas. Where heavy buildup has occurred scrape to bare wood. Spot prime with Seal Grip 17-951. Finish with two coats 6-1110XI Speedhide Semi-Gloss Oil.
6. **Natural Finish Wood:** Sand out soiled places and clean with solvent. Spot seal, lightly sand the entire surface, and apply one coat of varnish, sheen as selected.

On surfaces, which have been stained, touch-up as required to match out.

7. **Interior Metal:** Wash with an approved water-soluble degreaser to remove surface contaminants. Sand out scratches and rust spots to base metal and touch-up with Multi-Prime Alkyd Metal Primer #4160. Finish with two coats Pitt Tech Plus 4216 HP Latex Semi-Gloss DTM Industrial Enamel
8. **Gypsum Board:** Remove surface contaminants, loose and scaling paint (if applicable). If a glossy surface, prime with Speedhide Max Prime 6-4 High Build Primer then finish with two coats 6-5310 Speedhide Zero Interior Latex Paint Eggshell.

End of Section

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