

**THE PHENIX CITY RIVERWALK
for
THE CITY OF PHENIX CITY**

PHENIX CITY PROJECT NO. : 2019.006.001

FOR

THE CITY OF PHENIX CITY



OWNER:

The City of Phenix City
601 12th Street
Phenix City, Alabama 36867
Phone: (334) 448-2760
Fax: (334) 448-2524
Angel Moore, City Engineer

ENGINEER:

Wright Engineering, LLC.
7413 Whitesville Road
Building 800
Columbus, Georgia 31904
Phone: (706) 507-0232
J. Brent Wright, P.E., SECB

SPECIFICATIONS
for
THE PHENIX CITY RIVERWALK
for
THE CITY OF PHENIX CITY
Phenix City, Alabama

June 19, 2020

TABLE OF CONTENTS

SECTION 002113: INSTRUCTIONS TO BIDDERS	
ADVERTISEMENT FOR BIDS	1 – 2
SAMPLE PROPOSAL FORM	3
INSTRUCTION TO BIDDERS	4 – 6
SECTION 003500: GENERAL & SUPPLEMENTARY CONDITIONS	1 – 13
SECTION 010000: GENERAL REQUIREMENTS	1 – 4
SECTION 011000: SUMMARY	1 – 2
SECTION 011350: MODIFICATION PROCEDURES	1 – 2
SECTION 013000: SUBMITTALS	1 – 7
SECTION 015000: TEMPORARY FACILITIES	1 – 4
SECTION 016310: PRODUCT SUBSTITUTIONS	1 – 2
SECTION 017000: PROJECT CLOSEOUT	1 – 6
SECTION 024119: SELECTIVE DEMOLITION	1 – 3
SECTION 033000: CAST-IN-PLACE CONCRETE	1 – 5
SECTION 061063: EXTERIOR ROUGH CARPENTRY	1 – 3

THE PHENIX CITY BOARDWALK
For
THE CITY OF PHENIX CITY
Phenix City, Alabama

ADVERTISEMENT FOR BIDS

Sealed proposals will be received from qualified general contractors for the furnishing of all labor and materials, equipment and incidentals required for the "Phenix City Riverwalk" for The City of Phenix City, 601 12th Street, Phenix City, Alabama, 36867, in accordance with the drawings and specifications dated June 19th, 2020, prepared by Wright Engineering, 7413 Whitesville Road, Building 800, Columbus, Georgia 31904 and the Phenix City Engineering and Public Works Department.

Sealed bids will be received by the City of Phenix City, Russell County, Alabama, until 9:30 A.M. Eastern Standard Time in the Finance Department and 10:00 A.M. Eastern Standard Time on Monday, July 20th, 2020 in the City Council Chambers located at the following address: Public Safety Building, 1111 Broad St., Phenix City, Alabama 36867. At that time bids will be opened publicly.

Bid documents will be available for review in the Phenix City Engineering Department, 1201 7th Avenue, Phenix City, Alabama, 334/448-2760 or can be purchased for a fee of \$35.00. Unsuccessful or non-bidders who return plan sets promptly and in good usable condition will receive a refund of the \$35.00 within 7 business days. (Bidders have the option to purchase a CD of the plans in PDF format for a non-refundable fee of \$35.00 to read or print the drawings and specifications. Adobe Acrobat Reader software is required to read and print electronic bid documents).

The contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of 60 days of the time and date of opening of bids.

Bids must be accompanied by a Bid Bond in an amount not less than 5% of the Base Bid (but in no event more than \$10,000.00). Bids must be submitted on proposal forms as indicated in specifications. A certified check or money order will be accepted as the Bid Bond.

Performance and Payment Bonds will be required by the successful bidder in the full amount of the Contract sum. Performance and Payment Bonds must be provided by the successful subcontractors in the full amount of their contract.

The Owner reserves the right to reject any or all bids and waive technicalities and informalities in the bidding.

Phenix City Riverwalk

SECTION 002113 –
INSTRUCTIONS TO BIDDERS

Bids shall be submitted in **duplicate** and addressed to:

City of Phenix City
601 12th Street
Phenix City, Alabama 36867

Subject:
The Phenix City Riverwalk for The City of Phenix City

The right to reject any or all bids is reserved.

A handwritten signature in black ink, appearing to read "Angel Moore". The signature is fluid and cursive, with a long horizontal stroke at the end.

Angel Moore, P.E.
City Engineer/Public Works Director
Phenix City, AL

END OF INVITATION FOR BID

PROPOSAL FORM

DATE: _____

TIME: _____

PROPOSAL OF _____
(Name of Bidder)

LICENSE No. _____ OF _____
(Required to Bid) (Address)

Gentlemen:

I have received the plans and specifications titled: "The Phenix City Riverwalk", for The City of Phenix City, Phenix City, Alabama (dated June 19th, 2020). I have also received Addenda Nos. _____, and have included their provisions in my proposal. I have examined the site and submit the following proposal:

1. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
2. To accept the provisions of the Instructions to Bidders regarding the disposition of Bid Security.
3. To enter into and execute a contract, if awarded, on the basis of this Proposal and to furnish Guaranty Bonds in accordance with the General and Supplementary General Conditions of the Contract within ten (10) days of acceptance of this proposal. (See page SGC-9, paragraph SGC-06).
4. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the City Engineer and to complete fully all work in accordance with the specifications within 120 calendar days from a written "Notice To Proceed".

I will construct this project for the lump sum price of:

_____ dollars (\$ _____).

I have attached the required Bid Security to this Proposal.

SIGNED _____

TITLE _____

DATE _____

NOTE: PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____
(Name of Surety)

_____, as Surety, are held and firmly

bound unto

CITY OF PHENIX CITY, ALABAMA

as Oblige in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$50,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for the Phenix City Riverwalk Project, located in the City of Phenix City, Russell County, State of Alabama. The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20_____.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing
Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)
Attest: _____
(Secretary)

Name of State under the laws of which
the Corporation was chartered: _____
(State)

** (Corporate Seal)
Attest: _____
(Secretary)

Name of State under the laws of which
the Corporation was chartered: _____
(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____
(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY
MUST BE ATTACHED.

INSTRUCTIONS TO BIDDERS

- I.** All General Contractor's submitting a bid shall furnish a copy of their current license to the City Engineer prior to the opening of bids.

All General Contractor's submitting a bid shall include his or her current license number on the bid as required by Title 34, Section 34-8-8. The City Engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid.

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 sub-section 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, §U; Code 1940, T. 46, §79; Act 1959, No. 571, p. 1429, §I; Act 1996, No. 96-640, p. 1013, §I.)

All sub-contractors whose contract exceeds \$50,000.00 shall be licensed by the State of Alabama as a sub-contractor.

- II.** Bidding documents, consisting of drawings and specifications, may be obtained at the Engineering and Public Works Office located at 1206 7th Avenue, Phenix City, AL 36867. To obtain documents, send a deposit as indicated on Advertisement for Bids. Bidding material will be forwarded upon receipt of the deposit.

Bids must be accompanied by a Bid Bond in an amount not less than 5% of the Base Bid (but in no event more than \$10,000.00). Bids must be submitted on proposal forms as indicated in specifications. A certified check or money order will be accepted as the Bid Bond.

Performance and Payment Bonds will be required by the successful General Contractor in the full amount of the Contract sum.

- III. The full amount of deposit for sets of "Hard Copy" bidding documents will be refunded to each general contractor who submits a Proposal upon the return of the documents in good condition within seven (7) business days after the date of the bid opening (less shipping cost). No deposit will be refunded for return of incomplete plans or those damaged or unusable, that is, in a condition that could prohibit the immediate reissuing of the documents for use without the need to rebind or replace sheets of the documents. No deposits will be refunded for electronic files.
- IV. General Contractors who withdraw from the bidding will be refunded the deposit for hard copies less the approximate cost of reproduction (50% of deposit) of all sets upon the return of the documents in good condition prior to the date of the bid opening.
- V. Partial sets will not be issued. Deposits from subcontractors will be the same as for general contractors. All deposits from subcontractors will be refunded per paragraph III.
- VI. In order to be considered in good condition, each set of documents must be returned complete with all parts, including addendum, with all sheets in proper sequence and properly bound. Pencil marks, including color pencil, are permitted so long as all drawings or specifications are legible.
- VII. Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.
- VIII. Proposals shall be made on Proposal Form. Fill in all blank spaces and submit two (2) copies. Proposals shall be signed with the name typed below signature. Where bidder is a corporation, Proposals must be signed by the legal name of the corporation, followed by the name of the State of Incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- IX. Submit proposals in an opaque, sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of bidder. Address submittals to: Attn: Brittany Jordan, Finance Office, Phenix City, Alabama 36867.
- X. Proposals may be withdrawn by bidder prior to the time set for bid opening. After bids have been opened, no bid may be withdrawn for a period of sixty (60) days.
- XI. Contract, if awarded, will be on a lump sum basis and executed on Contract forms included within these specifications, where the basis of payment is a Stipulated Sum.

- XII.** The successful bidder shall furnish performance and payment bonds as required in the Supplementary General Conditions (see Section II). Within three (3) working days following the bid opening, the successful bidder shall submit to the City Engineer the names of the principle subcontractor(s) and material supplier(s) that he intends to use. All sub-contractors are subject to the approval of the owners and architect/engineer.
- XIII.** The Owner reserves the right to reject any and all bids and to waive all technicalities and informalities.
- XIV.** Submittals will be received at the office of the Finance Department until 9:30 A.M. Eastern Standard Time and 10:00 A.M. Eastern Standard Time on Monday, July 20th, 2020 in the City Council Chambers located at the following address: Public Safety Building, 1111 Broad St., Phenix City, AL 36867. The proposals will be publicly opened and read aloud.

END OF INSTRUCTIONS TO BIDDERS

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand _____, by and between the
(Year written in words)
City of Phenix City, Alabama, party of the first part (hereinafter called the Owner)
and _____ of
(Name of Contractor)
_____, party
(Mailing Address)
of the second part (hereinafter called the Contractor), WITNESSETH:

WHEREAS, the Owner desires the r e - c o n s t r u c t i o n of a wooden bridge along the Phenix City Riverwalk, (hereinafter called the Project), and the Contractor desires to furnish and deliver all the material and to do and perform all the work and labor for the said Project;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Contractor promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the Project in the City of Phenix City, Russell County, Alabama, known as the Phenix City Boardwalk, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the Owner, the originals of which are on file with the Owner, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The Owner agrees and promises to pay to the Contractor for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in

the said Proposal, amounting to _____
(Amount written in words)

_____ Dollars (\$ _____),
(Amount in numerals)

payments to be made as provided in said Specifications upon presentation of the proper certificates of the Owner and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the Owner.

4. The decision of the Owner upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said Contractor shall be final and conclusive.

IN WITNESS WHEREOF, THE CITY OF PHENIX CITY, ALABAMA has caused these presents to be executed by its MAYOR and CITY MANAGER and _____
(Name of Contractor)

_____, the Contractor, has hereto set his hand and seal this the day and year above written.

ATTEST:

CITY OF PHENIX CITY, ALABAMA,

City Clerk

Mayor

City Manager

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
RUSSELL COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF PHENIX CITY, ALABAMA, as Obligee, in the penal sum of

_____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the re-construction of a wooden bridge along the Phenix City Riverwalk in the City of Phenix City, Russell County, Alabama, to-wit: known as the Phenix City Riverwalk, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

PERFORMANCE BOND
Phenix City Boardwalk

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor and/or Materials executed under the provisions of Section 39- 1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature	(X) _____ Witness
_____	_____
Title/Address	Title
By: (X) _____ Contractor's Signature	(X) _____ Witness
_____	_____
Title/Address	Title
By: (X) _____ Contractor's Signature	(X) _____ Witness
_____	_____
Title/Address	Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name

License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and complete
address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR AND MATERIALS

STATE OF ALABAMA,
RUSSELL COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF PHENIX CITY, ALABAMA, as Obligee, in the penal sum of

_____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the re-construction of a wooden bridge along the Phenix City Riverwalk in the City of Phenix City, Russell County, Alabama, to-wit: known as the Phenix City Riverwalk, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor and/or material for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor and/or material for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor and/or material and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

LABOR & MATERIALS BOND
Phenix City Boardwalk

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ (X) _____
Contractor's Signature Witness

_____ Title/Address _____ Title

By: (X) _____ (X) _____
Contractor's Signature Witness

_____ Title/Address _____ Title

By: (X) _____ (X) _____
Contractor's Signature Witness

_____ Title/Address _____ Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and complete
address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS**I. GENERAL**

- a. A General Conditions of the Contract shall be the American Institute of Architect's Document A201 - 2017 Edition. "The General Conditions of the Contract for Construction" are hereinafter referred to as the "General Conditions". This document is hereby specifically made a part of the Contract Documents with the same force and effect as though set forth in full.
- b. The Supplementary General Conditions contain changes and additions to the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

II. SUPPLEMENT TO ARTICLE 2, "OWNER"

- a. To paragraph 2.2, Information and services Required of the Owner, add Clause 2.2.2.1., following subparagraph 2.2.2., as follows:

2.2.2.1 The Owner shall furnish chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or environmental agencies unless otherwise noted in the Contract Documents.

III. SUPPLEMENT TO ARTICLE 7, "CHANGES IN THE WORK"

- a. To paragraph 7.2, "Change Orders" add paragraph 7.2.2 following paragraph 7.2.1, as follows:

7.2.2 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for work performed by the Contractor's own forces, 20% of the cost.
2. For the Contractor, for work performed by the Contractor's subcontractor, 7.5% of the amount due to the subcontract
3. For each Sub-contractor or Sub-subcontractor involved, for work performed by that Subcontractor's own forces, 20% of the cost.
4. For each Sub-contractor, for work performed by the Subcontractor's Subcontractors, 7.5 % of the amount due to the sub-subcontractor.

5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6, Clauses .1-.5.
 6. In order to facilitate checking of quotations for extras or credit, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.
- b. To paragraph 7.3, "Construction Change Directive", make the following changes:
1. In subparagraph 7.3.7, in the first sentence, delete the words "a reasonable amount" and substitute "an allowance for overhead and profit in accordance with paragraph 7.2.2 as included in the "Supplementary General Conditions".
- c. If the cost of Change Order or Unit Price cannot be agreed upon by the Owner and contractor prior to beginning work, then the work will be performed on a "time and material" basis plus aforementioned percentages. The Owner and/or General Contractor will be responsible for documenting time spent and cost of materials.

IV. SUPPLEMENT TO ARTICLE 9, "PAYMENTS AND COMPLETION"

- a. To paragraph 9.3 "Applications for Payment" make the following modifications:
1. Add the following sentence to subparagraph 9.3.1: The form of Application of Payment shall be notarized AIA Document G702-1992, Application and Certification for payment, supported by AIA Document G703-1992, Continuation Sheet.
 2. Add clause 9.3.1.3 to subparagraph 9.3.1 following 9.3.1.2 and as follows:

9.3.1.3 Until Substantial Completion, the Owner shall pay 90% of the amount due the Contractor on account of progress payments.
 3. Add paragraph 9.3.4 as follows:

9.3.4 The Contractor shall furnish with each Application for Payment waivers of lien for itself and for each of its Subcontractors, material suppliers and from every entity who may lawfully be entitled to file liens arising out of the Contract and related to work covered by payment together with such other forms as may be reasonably required by the Owner, to assure an effective waiver of mechanics or material mens liens in compliance with the laws of the State in which the Project situated. Waivers of lien shall cover the amount of the current month's Application

for Payment and be submitted on forms and executed in a manner acceptable to Owner. The contractor shall within fifteen (15) days after receipt of notice of the existence of any lien filed against the Project by any Subcontractor, supplier of the materials or any other person or entity claiming to be a creditor of the Contractor, cause the same to be removed as of record and/or fully bonded at the Contractor's sole cost and expense. Any payment due to the Contractor hereunder shall be reduced by an amount equal to up to one hundred and fifty percent (150%) of the amount of any lien arising out of or related to Contractor's performance under this Contract until such lien is revoked as of record and/or fully bonded to Owner's reasonable satisfaction.

- b. To paragraph 9.8 "Substantial Completion", make the following modifications:
 - 1. Add the following sentence to subparagraph 9.8.5: "The payment shall be sufficient to increase the total payments to 100% of the Contract Sum, less such amounts as the City Engineer shall determine for incomplete work and unsettled claims".
- c. To paragraph 9.10 "Final Completion and Final Payment", make the following modifications:
 - 1. Following subparagraph 9.10.2, add the Clause 9.3.4 as follows:

9.10.2.1 The following AIA Documents shall be used to submit the appropriate affidavits and/or certifications required:

 - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA Document 0706-1994.
 - 2. Interim Waiver and Release Upon Payment, (copy attached).
 - 3. Sub-Contractors Interim Waiver and Release Upon Payment, (copy attached).
 - 4. Consent of Surety Company to Final Payment, AIA Document 0707-1994.
- d. Based upon Application for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the contract sum to the Contractor as provided in the Contract Documents, for the period ending the last day of the month, as follows:

Not later than ten days following the end of the period covered by the Application for Payment, ninety (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site, or at some other location agreed upon in writing prior to first application for payment, for the period covered by the Application for Payment less the aggregate of previous payments made by the Owner. Upon Substantial Completion of the entire work, a sum

sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

The Contractor shall, before the first application for payment, submit a Schedule of Values of the various parts of the work as called for in Article 9 of the AIA General Conditions (AIA Document G-703).

The Contractor shall submit to the architect proof of insurance covering the owner's materials stored at approved site.

- e. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payments by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- f. The Contractor shall not submit for the Architect's review and approval any Application for Payment which is incomplete, inaccurate or lacks the detail, specificity or supporting documentation required herein. It is understood and agreed by the Contractor and the Owner that any Application for Payment which is deficient in any such manner shall not constitute a valid and proper Application for Payment, and the Contractor shall be required to resubmit such Application for Payment in proper form prior to the Owner incurring any obligation to make payment on account thereof. The Contractor specifically agrees that it shall not include in any Application for Payment sums attributable to Work which the Owner, the Architect or the Contractor has rejected or which shall otherwise constitute or relate to applications for payment, billings or invoices of Subcontractors or suppliers which the Contractor disputes or for any other reason does not believe should be paid.

V. SUPPLEMENT TO ARTICLE 11, "INSURANCE AND BONDS"

- a. Article 11- Delete Article 11 Paragraphs 11.1 through 11.3.10 in the General Conditions and add the following:

11.1 INSURANCE TO BE PROVIDED BY CONTRACTOR AND SUBCONTRACTORS

11.1.1 The Contractor shall procure and maintain, during the life of the Contract, General Comprehensive Liability Insurance Coverage, including Blanket Contractual Policy for not less than

any limits of liability required by law or by those shown below and shall include contractual liability insurance as applicable to the Contractor's obligations, with a carrier authorized to do business in the State of Alabama. The General Liability and Auto Liability policy(ies) are to contain or be endorsed to name the Owner, its officers, officials, representatives, agents and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Owner by the contractor.

11.1.2 Contractor shall indemnify and save harmless the Owner, its officers, officials, representatives, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, including delivery and unloading of supplies and equipment, except where caused by the active negligence, sole negligence or willful misconduct by the Owner. This hold harmless clause is in no way an admission of liability on the part of the Owner, or any of its agents, representatives, or employees.

11.1.3 The Contractor acknowledges that he has fully informed himself of the contents and meaning of this hold harmless agreement and has so executed it with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any Subcontractor whose hazards are not covered by the Contractor's insurance policies.

- a. **Public Liability and Property Damage:** The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor, and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the Contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death and/or Property Damage
(Each Occurrence) \$2,000,000 Combined Single Limit
General Aggregate..... \$2,000,000
Excess Liability Umbrella \$5,000,000 over Primary Coverage

- b. **Automobile Public Liability and Property Damage:** The Contractor shall maintain automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (Each Occurrence)
\$2,000,000 Combined Single Limit

- c. Worker's Compensation Insurance: The Contractor shall maintain Worker's Compensation Insurance for all his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws. Contractor shall provide the Owner with a Certificate of insurance showing proof of insurance acceptable to the Owner. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(ies) is to be endorsed to include a waiver of subrogation against the Owner, its officers, officials, agents and employees in accordance with Article 11.4. Contractor and its employees are independent Contractors and not employees of the Owner. Contractor and or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees.
- 11.1.4 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Owner.
- 11.1.5 Separate endorsements are required, naming the Owner and its representative as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance.
- 11.1.6 The Contractor shall maintain the insurance until the final certification accepting the work is issued by the Owner. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the Owner.
- 11.1.7 Endorsements are to be received and approved by the Owner before work commences. Should Contractor cease to have insurance as required during any time, all work by Contractor, pursuant to this agreement, shall cease until insurance acceptable to the Owner is provided.
- 11.1.8 If the Contractor or any of its said Subcontractors of any tier should fail to comply with their respective obligations, under the Subparagraph, the Owner may withhold any payments due to the Contractor until such time as the Contractor and its Subcontractors of any tier shall have performed their said obligations to the reasonable satisfaction of the Owner.
- 11.1.9 If the Project is suspended or abandoned in whole or in part for more than three (3), months the contractor agrees to maintain insurance as provided in Article 11 during any such period of suspension or abandonment prior to the termination of the Project in order to protect the interest of the Owner.
- 11.1.10 Each insurance policy required hereunder shall name as Additional Insureds: Owner, the Architect, and their respective parent companies, the subsidiary, related and affiliated companies of each of and the officers, directors, agents, employees and assigns of each. The

insurance required shall be PRIMARY with respect to any other insurance available to said additional insureds.

11.2 PROPERTY INSURANCE

- 11.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work under their contract at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Architect, the Contractor, the Contractor's subcontractors and Sub-subcontractors in the Work, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The form of policy for this coverage shall be Complete Value.
- 11.2.2 The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Architect, the Contractor and its subcontractors and Sub-subcontractors in the Work.
- 11.2.3 The Contractors waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees of each other, and (2) the Owner, Architect, and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to Paragraph 11.3 of any other property insurance applicable to the Work. The foregoing waiver afforded the Architect, their agents and employees shall not extend to the liability imposed by Subparagraph 3.18. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, subcontractors and sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.
- 11.2.4 If required in writing by any party in interest, the Contractor, upon the occurrence of an insured loss, give bond for the proper performance of the Contractor's duties. The Contractor shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Article 4.5. If after such loss no other special agreement is made, replacement of damaged Work shall be covered by an appropriate Construction Change or Change Order.
- 11.2.5 The Contractor shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object, in writing within five (5) days after the occurrence of loss, to the Contractor's exercise of this power, and if such objection be made, arbitrator

shall be chosen as provided in Article 4.5. The Contractor shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

- 11.2.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy.

Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.3 LOSS OF USE INSURANCE

- 11.3.1 The Owner, at the Owner's option, may purchase and maintain insurance for protection against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

11.4 WAIVERS OF SUBROGATION RIGHTS

- 11.4.1 When the Owner, Contractor or Subcontractor implement any Insurance coverages mentioned in the Contract except for the amount of the deductibles, the Owner, the Contractor, its Subcontractors of any tier, each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, hereby waive any and all subrogation rights which they may now or hereafter have against each other and the parent, related and affiliated companies, the successors and assigns of each other, in connection with the performance of the work, to the extent such subrogation rights are not the result of any intentional wrongful act or omissions of the party causing such loss and are covered losses under the insured provided hereunder. Nothing contained in the Article shall relieve the Contractor, its Subcontractors of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the work or to complete the work in strict compliance with the Contract Documents.

VI. SUPPLEMENT TO ARTICLE 11.4, "PERFORMANCE BOND AND PAYMENT BOND"

- a. To Article 11.4, "Performance Bond and Payment Bond" make the following modifications:

Change paragraph number to "11.5 PERFORMANCE AND PAYMENT BOND"

- b. Delete text of subparagraph 11.4.1 in its entirety and substitute the following:

11.5.1 The Contractor shall furnish security covering faithful performance of the Contract and payment of obligations arising thereunder. The form of the bonds shall be the standard AIA Documents A312 - latest edition, Performance Bond and Payment Bond. The amount of each security shall be equal to 100 percent of the contract Sum.

- c. Change paragraph number 11.4.2 to 11.5.2

VII. SUPPLEMENTS TO "PARAGRAPH 8.2- PROGRESS AND COMPLETION"

- a. Contractor shall coordinate and conduct any and all work in such a way as to avoid presenting any dangers or safety hazards. Contractor shall be prepared to work non-standard hours and days during this phase of the work if deemed necessary by those in authority. All work shall be scheduled and coordinated with the Owners. Additional payments will not be made to the contractor for overtime hours that are required to complete the work as outlined.

VIII. SUBSTITUTIONS

- a. Written request for substitutions for materials or methods specified must be submitted to the architect at least seven (7) days prior to the date of the receipt of bids. Furnish complete product information listing any deviations from that specified. Approval of substitutions does not relieve the contractor of providing products equal to those specified.

IX. DEMOLISHED MATERIALS

- a. All demolished materials shall be disposed of off the site by the Contractor.

X. METHOD OF AWARD OF CONTRACT: REJECTION OF BIDS

- a. In all cases the contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitations of Bids, provided the bid is reasonable and it is to the interest of the owner to accept it. The low bidder shall be determined as set forth herein:
 - 1. The contract will be awarded on the "Base Bid" only, if the amount of the contract does not exceed the amount of "available funds". This, however; will not preclude the owner from applying alternates (if applicable) in any order provided funds are available.
 - 2. In the event the lowest base bid exceeds the amount of available funds, the owner may reject all bids or may award the contract on the Base Bid.

NOTE: The amount of "available funds" for this project will be determined solely by the Owner. At the time of receiving bids the amount of funds available has not been determined.

- b. The bidder to whom the award is made will be notified at the earliest practicable date. The owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the owner.
- c. The owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees.

XI. CONDUCT OF WORKMEN

- a. See Section XV.

XII. WARRANTIES

- a. The General Contractor shall furnish in addition to the warranties described elsewhere, a written guarantee that all work executed under these plans and specifications shall be free from defects of materials and workmanship for a period of one year from the date of final acceptance and that all defects occurring within that period shall be replaced at no cost to the owner.
- b. In case of work performed by his subcontractors and where warranties are required, the contractor shall secure warranties from said subcontractors and deliver them to the owner upon completion of the work.
- c. Where guarantees are called for, for a period of more than one year, such longer terms shall apply.
- d. Nothing in the above shall be deemed to imply this guarantee shall apply to work which has been abused or neglected by the owner.

XIII. USE OF HAZARDOUS PRODUCTS

- a. Asbestos:
 - 1. No products or materials containing asbestos in any form shall be used in the work of this contract.
 - 2. If any product used in this work is found to contain asbestos after it has been installed, it shall be promptly and completely removed in strict conformance with EPA Guidelines and Regulations and at no cost to the Owner or Architect or the agencies of either.

3. The General Contractor and major subcontractors, shall be required at the completion of the project to provide to the architect a letter certifying that no materials containing asbestos have been used in the construction project.

b. Lead Based Paints:

1. No products or materials containing lead based paints in any form shall be used in the work of this contract.

XIV. DRESS CODE/BEHAVIOR

- a. All workmen shall be expected to exhibit acceptable behavior and dress while at the project. Association with building occupants is strictly prohibited. Any workmen found using profanity or improperly dressed will be asked to leave the site immediately. No am/fm radios or tape players are permitted on this site. No Shirts or hats displaying tobacco, alcoholic beverage, fire arms, or improper language will be allowed on the jobsite.

XV. SCHEDULING

- a. The existing facility will be closed 50' from the end of bridge at each end for the duration.

XVI. STANDARD DOCUMENTS

It is the Owner's preference to use Standard AIA Documents when possible. Therefore, please make use of the following:

- | | |
|-------|-------------------------------------------------------|
| G70 I | Change Order |
| G702 | Application and Verification for Payment |
| G703 | Continuation Sheet |
| G704 | Certificate of Substantial Completion |
| G705 | List of Subcontractors |
| G706 | Contractor's Affidavit of Payment of Debts and Claims |
| G707 | Consent of Surety to Final Payment |
| G709 | Work Changes Proposal Request |
| G710 | Architect's Supplemental Instructions |
| G711 | Architect's Field Report |
| G714 | Construction Change Directive |
| G807 | Project Team Directory |

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF ALABAMA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY

_____ TO FURNISH _____

(NAME OF CONTRACTOR)

(DESCRIBE MATERIALS AND/OR LABOR)

WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF

_____, AND IS OWNED BY _____

(NAME OF OWNER)

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: (DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER, A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT).

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FORGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES. GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 2020.

(Seal)

COMPANY NAME

ADDRESS

BY: _____
SIGNATURE AND TITLE

WITNESS

ADDRESS

NOTARY: _____

MY COMMISSION EXPIRES: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WIAVER AND RELEASE. PROVIDED, HOWEVER, THAT THE FAILURE TO CORRECTLY COMPLETE ANY OF THE BLANK SPACES IN THE ABOVE FORM SHALL NOT INVALIDATE SAID FORM SO LONG AS THE SUBJECT MATTER OF SAID RELEASE MAY REASONABLY DETERMINED.

SECTION 010000 - GENERAL REQUIREMENTS

PART 1: GENERAL

1.1 DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS

- A. All errors or discrepancies that may be discovered in the drawings and specifications shall be promptly reported to the Architect for correction.
- B. In case of discrepancies between drawings and specifications, the requirements of the specifications shall govern.
- C. Figures given on the drawings shall govern scaled measurements. Large-scale drawings shall govern small-scale drawings.
- D. Attention is directed to the fact that the detailed specifications and separate sections may be written in short or abridged form in regard to every section of the specifications and all parts thereof, mention therein or indications on the drawings of articles, materials, operations, or methods require that the contractor:

Provide each item mentioned and indicated: Perform each operation prescribed:

Provide therefore all necessary labor, equipment and incidentals.

- E. Wherever in these specifications or on the drawings the words "directed", "required", "permitted", "ordered" or words like import are used, it shall be understood that direction, requirements, permission or order of the Architect is intended; and similar words "approved", "acceptable", "satisfactory", or the words of like shall mean approved by, acceptable to, or satisfactory to the Architect.
- F. For convenience of reference and to facilitate the letting of contracts and subcontracts, these specifications are separated into titled sections. Such separation shall not, however, operate to make the architect an arbiter to establish limits to the contracts between the contractor and sub-contractors, nor shall such separation be interpreted as superseding normal union jurisdiction.
- G. Notwithstanding the appearance of such language in the various divisions of the specifications, the plumbing contractor, the electrical contractor, the roofing contractor, etc. the contractor is responsible to the owner for the entire contract and the execution of all work referred to in the contract documents.

1.2 COOPERATION IN EXECUTING THE WORK

- A. The contractor, and his representatives, is expected to cooperate with the architect, and his representatives, in any way possible to insure the proper execution of all phases of the work, the quality of the work, and the fast and easy flow of ideas, suggestions, instructions, and other forms of communication.

- B. The contractor is expected to promptly notify the architect of any problems arising from the work for which the architect's decision or instructions are required.
- C. The contractor does not have the right to alter in any way the requirements of the contract documents; however, he is encouraged to make timely suggestions concerning the execution of the work and to question and bring to the architect any items of the work which he feels are improper.
- D. The contractor is responsible for insuring that his subcontractors properly coordinate their work and cooperate with each other to the fullest. If the contractor and subcontractors or two or more subcontractors have work to be installed in the same location, they are expected to cooperate with one another to insure that each has made provisions for the other's work.
- E. If the contractor or the architect feels it to be advisable, either may initiate a preconstruction conference to discuss job conditions and progress. The architect, contractor and all major subcontractors shall be represented at this conference should it be called.

1.3 REFERENCE STANDARDS

- A. All references made in the specifications to codes, specifications, and standards shall mean and intend to be the latest edition, amendment, or revision of the referenced codes, standards or specifications in effect as of the date of the specifications.
- B. In case of a conflict between the referenced specifications or standards and the specifications, the specifications shall govern in case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall govern.
- C. The contractor, if requested, shall furnish a certificate from the manufacturer stating that the materials or products delivered to the project site meet the specified requirements. This certification shall not relieve the contractor of complying with additional requirements specified herein.

1.4 The contractor shall employ a competent job superintendent that must be on-site at all times work is in progress.

1.5 COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work within ten days after receipt of written notice to proceed, shall prosecute the work with faithfulness and energy, And shall complete all work within the time stated in his contract or any proper extension thereof. Contract time shall begin upon receipt by the contractor of written notice to proceed. Time is of the essence of the contract. Contractor shall maintain sufficient labor and supervision on the job until all items have been completed including architect's punch list. A final inspection with the owner, architect, and contractor will be scheduled upon completion of all items.

1.6 PERMITS, FEES AND TAXES

Contractor will pay for all permits, fees, federal, state and local taxes as required by law. The Contractor and its Subcontractors shall obtain a Phenix City business license for the current year and maintain for the duration of the project.

1.7 EXISTING CONDITIONS

A. The contractor, in undertaking the work under this contract is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given based on lack of knowledge of existing conditions, except where the contract documents make definite provisions for adjustments of cost or extension of time due to existing conditions which cannot be readily ascertained.

1.8 DRESS CODE/BEHAVIOR

A. All workmen shall be expected to exhibit acceptable behavior and dress while at the project. Any workmen found using profanity or improperly dressed will be asked to leave the site immediately. No am/fm radios or tape players are permitted on this site. No Shirts or hats displaying tobacco, alcoholic beverage, fire arms, or improper language will be allowed on the jobsite.

1.9 MEASUREMENTS AND DIMENSIONS

Before ordering material for doing work which is dependent for proper size or installation upon coordination with building conditions, the contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the corrections of same. No consideration will be given any claim based on difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the architect for adjustments before any work affected thereby is begun.

1.10 FULFILLMENT OF THE CONTRACT

Contract will be considered fulfilled when all work has been completed, the final inspection and acceptance has been made by the architect, and all required certificates and releases have been executed by the contractor.

1.11 PROTECTION OF ADJACENT PROPERTY OF OTHERS

The contractor shall at all times protect the existing building from trespass by workmen and shall not allow accumulated debris or stored material to be placed thereon. He shall erect barricades, fences or such other safeguards as may be required, and shall promptly make good any damages arising from operations carried on under this contract.

1.12 SAFEGUARDS DURING CONSTRUCTION

- A. In addition to the requirements of the General Conditions, the contractor's attention is particularly directed to the International Building Code, Latest Edition. The contractor shall observe all provisions of this section and no claims for extra cost will be allowed for any work required by the building official in connection therewith.
- B. Throughout the duration of the work, the contractor shall observe, provide and enforce all safety measures set forth in the "AGC" Manual of Accident Prevention.

1.13 ASBESTOS USE PROHIBITED

The contractor will insure that no asbestos materials or products containing asbestos will be used on this project.

1.14 ONSITE MATERIAL STORAGE

- A. An area will be designated by the architect on-site for storage of new building materials. Contractor is responsible for providing security including a fenced area for storage of new material. No on-site storage will be permitted except in this secure area.
- B. All material stored on-site is the responsibility of the contractor.

1.15 SUBSTITUTIONS

Written request for substitutions for materials or methods specified must be submitted to the architect at least seven (7) days prior to the date of the receipt of bids. Furnish complete product information listing any deviations from that specified.

1.16 SUPERINTENDENT

Contractor shall have a job superintendent present on the site at all times work is in progress.

1.17 DISPUTE RESOLUTION

Except otherwise provided in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to informal mediation between the parties, which will be non-binding to resolve any dispute. If said matter cannot be resolved through informal mediation, then in that event, either party in this agreement can request formal non-binding mediation.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution should be the following: Litigation in a court of competent Jurisdiction in Russell County, Alabama or in the United States District Court for the Middle District of Alabama. Dispute shall be interpreted by laws of the State of Alabama.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Work restrictions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Phenix City Riverwalk.

1. Project Location: Phenix City, Alabama.

B. Owner: City of Phenix City, Alabama

1. Owner's Representative: Angel Moore, PE, City Engineer / Director of Public Works
2. Owner's Representative: Gil Griffith, Chief Building Official

C. Structural Engineer: Wright Engineering, LLC.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Selective Demolition of the existing wood framing elements, stabilization of the existing foundations, and reconstruction of the wood framing for the elevated wooden boardwalk portion of the Phenix City Riverwalk and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated by the City of Phenix City and as indicated by requirements of this Section.
- B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 6 p.m., Monday through Saturday, unless otherwise indicated.
- C. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy and adjacent usage with Owner requirements.
 - 1. Notify Owner not less than four days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011350 - MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
 - 1. Multiple Prime Contracts: Provisions of this Section apply to the work of each prime contractor.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
 - 2. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G7 10, Architect's Supplemental Instructions.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Comply with requirements in Section "Product Substitutional" if the proposed change requires substitution of one product or system for a product or system specified.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Contract Change Order. The Contract Change Order instructs the Contractor to proceed with a change in the Work.
 - 1. The Contract Change Order shall contain a complete description of the change in the work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Contract Change Order.
 - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. All cost and time shall be documented by the project superintendent.

1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on Change Order Form.

PART 2 -PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 011350

SECTION 013000 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. List of Subcontractors.
- C. The Schedule of Values submittal is included in Section "Applications for Payment."
- D. Inspection and test reports are included in Section "Quality Control Services."

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals; including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect at weekly intervals:
1. List of subcontractors at the site.
 2. Approximate count of personnel at the site.
 3. High and low temperatures, general weather conditions.
 4. Accidents and unusual events.
 5. Meetings and significant decisions.
 6. Stoppages, delays, shortages, losses.
 7. Meter readings and similar recordings.
 8. Emergency procedures.
 9. Orders and requests of governing authorities.
 10. Change Orders received, implemented.
 11. Services connected, disconnected.
 12. Equipment or system tests and start-ups.
 13. Partial Completions, occupancies.
 14. Substantial Completions authorized.

1.5 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Contractor's Review and Approval.
 2. Dimensions.
 3. Identification of products and materials included.
 4. Compliance with specified standards.
 5. Notation of coordination requirements.
 6. Notation of dimensions established by field measurement.
 7. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
 8. Initial Submittal: Submit 5 minimum blue- or black-line prints for the Architect's review; three will be returned.
 9. Final Submittal: Submit 3 minimum blue- or black-line prints;
 10. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 4. Submittals: Submit 4 copies of each required submittal; submit 6 copies where required for maintenance manuals. The Architect will retain two, and will return the other marked with action taken and corrections or modifications required.
 - a. Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed returned with the Architect's mark indicating selection and other action.

4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions IS observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.8 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Rejected/Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Rejected/Resubmit," to be used on site, or elsewhere where Work is in progress.
4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".
5. NOTICE: Review of shop drawings by the Architect in no way relieves the Contractor of providing material and/or workmanship as indicated on the plans and specifications.

PART 2- PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION 013000

SECTION 015000 TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 TEMPORARY TOILET FACILITIES:

The contractor shall provide and maintain a temporary toilet with proper enclosures for use of workmen during construction. Locate toilets where directed; Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted. Toilets must have approval of local health department.

1.2 TEMPORARY UTILITIES DURING CONSTRUCTION: (water and power)

The contractor may connect to existing utilities for temporary utilities during construction. Such connection shall be made at location designated by owners. All extensions of utilities for construction shall be by contractor and removal of same at completion shall be by contractor. The cost of water and power consumed shall be by owner.

1.3 COLD WEATHER PROTECTION AND TEMPORARY HEAT:

The contractor shall provide at his own expense all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold, to dry out the building and to provide suitable working conditions for the installation and curing of materials until final acceptance by the owner.

1.4 TEMPORARY SCAFFOLDS, STAGING AND SAFETY DEVICES:

Provide, erect, maintain and remove when directed, all scaffolding, staging, platforms, temporary runways, temporary flooring, guards, railings, stairs and related items, as required by local and state codes, or laws, for the protection of workmen and the public. The construction, inspection and maintenance of the above items shall comply with safety codes and regulations as applicable to project.

PART 2 - EXECUTION

2.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and school activities. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

2.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 - 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

2.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- E. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and Minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

2.4 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
2. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
3. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION 015000

SECTION 016310 – PRODUCT SUBSTITUTIONS

PART 1: GENERAL

1.1 SUBSTITUTIONS

- A. Architect's approval required:
1. The contract is based on the materials, equipment, and methods described in the Contract Documents.
 2. The Architect will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution, and submitted to Architect not later than seven (7) days prior to receipt of bids.
 3. All requests for substitutions specifically indicated:
 - a. Name of item for which substitution is requested.
 - b. Section and paragraph number where item is indicated in project specifications.
 - c. Submittal data shall be marked to specifically indicate the exact model or item, and technical data and description of proposed substitution.
 - d. Party submitting request has verified space allocated is sufficient, the electrical and mechanical requirements are compatible to that shown on drawings or note what changes are required.
 - e. Information contained in a submittal or brochure without noting or otherwise calling attention to such information, does not satisfy the intent of this paragraph.
 - f. Certification by the Contractor that the substitution proposed is equal- to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
11. Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.
12. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
13. The review of substitutions by the Architect shall not relieve the Contractors responsibility to provide equal products to that specified.

END OF SECTION 016310

SECTION 017000 – PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

- 1. Inspection procedures.
- 2. Project record document submittal.
- 3. Operating and maintenance manual submittal.
- 4. Submittal of warranties.
- 5. Final cleaning.

- B. Closeout requirements for specific construction activities are included in the appropriate Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

- 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

- a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

- 2. Advise Owner of pending insurance change-over requirements.
- 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
- 4. Submit Form of Advertisement for Completion.

5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 7. Deliver tools, spare parts, extra stock, and similar items paid for by the Owner.
 8. Make final change-over of permanent Jocks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 9. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 10. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed. (See Section 010000, para. 1.17)
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
 4. Submit a final liquidated damages settlement statement.
 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements,
- B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of re-inspection, the Architect will prepare a certificate of substantial completion or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection will be repeated. (See Section 010000, para. 1.17)

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data to the Architect for the owner's records.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Architect and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.
- G. Maintenance Manuals: (3 minimum required) Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.

4. Wiring diagrams.
5. Recommended "turn around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Fixture Lamping schedule.

PART 2- PRODUCTS (Not Applicable)

PART 3- EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar commitments continuing

- B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 017000

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of structure.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Fabricated Steel Pickets will be removed, temporarily stored, repaired and reinstalled into new work.

1.3 PREINSTALLATION MEETINGS

1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of selective demolition activities with starting and ending dates for each activity.
- C. Predemolition photographs or video.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS – NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping.
 - 2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden

- space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
3. Flame-cutting operations or burning is prohibited.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting floors or framing.
 5. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition, repaired and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

- A. Remove demolition waste materials from Project site properly dispose of the material in accordance with Owner requirements.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

1.4 INFORMATIONAL SUBMITTALS

1.5 QUALITY ASSURANCE

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and **ACI 301**.

1.7 FIELD CONDITIONS

- A. Hot-Weather Placement: Comply with **ACI 301** and **ACI 305.1**.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with **ACI 301** unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I/II, white.
2. Fly Ash: ASTM C618, Class C or F.

B. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:
 - a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
 - b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
 - c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.
2. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water and Water Used to Make Ice: ASTM C94/C94M, potable

2.3 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Total of Fly Ash or Other Pozzolans, Slag Cement: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass.
3. Total of Fly Ash or Other Pozzolans: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.

1. Use [or] admixture in concrete, as required, for placement and workability.

2.4 CONCRETE MIXTURES

A. Normal-weight concrete used for footings, grade beams, and tie beams.

1. Exposure Class: **ACI 318 F2**.
2. Minimum Compressive Strength: **3000 psi** at 28 days.
3. Maximum w/cm: 0.50.
4. Slump Limit: **5 inches** , plus or minus **1 inch**.
5. Air Content:
 - a. Exposure Classes F2 and F3: 5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing **1-1/2-inch** nominal maximum aggregate size.
6. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

2.5 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
 3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.2 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

3.3 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
 1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of **ACI 301**, but not to exceed the amount indicated on the concrete delivery ticket.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
 - 1. If a section cannot be placed continuously, provide construction joints as indicated.
 - 2. Deposit concrete to avoid segregation.
 - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with **ACI 301**.
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least **6 inches** into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Do not place concrete floors and slabs in a checkerboard sequence.
 - 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 3. Maintain reinforcement in position on chairs during concrete placement.
 - 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 5. Level concrete, cut high areas, and fill low areas.
 - 6. Slope surfaces uniformly to drains where required.
 - 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 - 8. Do not further disturb slab surfaces before starting finishing operations.

3.4 FINISHING FORMED SURFACES

- A. As-Cast Surface Finishes:

1. **ACI 301** Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
 - a. Patch voids larger than **1-1/2 inches** wide or **1/2 inch** deep.
 - b. Remove projections larger than **1 inch**.
 - c. Tie holes do not require patching.
 - d. Surface Tolerance: **ACI 117** Class D.

3.5 FINISHING FLOORS AND SLABS – Not Applicable

3.6 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.7 TOLERANCES

- A. Conform to **ACI 117**.

3.8 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from damage and staining.

END OF SECTION 033000

SECTION 061063 - EXTERIOR ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. All Wood Materials for Elevated Boardwalk
- B. Related Requirements:

1.2 ACTION SUBMITTALS

- A. Product Data: For preservative-treated wood products.

1.3 INFORMATIONAL SUBMITTALS

1.4 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
 - 1. Factory mark each item with grade stamp of grading agency.
 - 2. For items that are exposed to view in the completed Work, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
 - 1. Boards: 19 percent.
 - 2. Dimension Lumber: 19 percent.
 - 3. Timber. 19 percent.

2.2 LUMBER

- A. Dimension Lumber: grade and the following species:

1. Douglas fir-south; NLGA, WCLIB, or WWPA.
2. Mixed southern pine; SPIB.

B. Boards:

1. Douglas fir, C & Btr finish or C Select; NLGA, WCLIB, or WWPA.
2. Southern pine, B & B finish; SPIB.

2.3 POSTS

- A. Timber Posts: Southern pine; No. 2, SPIB.

2.4 PRESERVATIVE TREATMENT

- A. Pressure treat boards and dimension lumber with waterborne preservative according to AWWA U1; Use Category UC4a for all lumber on project. Utilize material for treatment that maintains natural appearance of wood. Retention of treatment material to be minimum of 0.23 pcf (Commercial Treated Lumber) or category noted, whichever is more stringent.
- B. Preservative Chemicals: Acceptable to authorities having jurisdiction.
1. Do not use chemicals containing arsenic or chromium.
- C. After treatment, redry dimension lumber to 19 percent maximum moisture content.
- D. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
1. For items indicated to receive a stained or natural finish, mark each piece on surface that will not be exposed or omit marking and provide certificates of treatment compliance issued by inspection agency.
- E. Application: Treat all wood unless otherwise indicated.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than **1-1/2 inches** into wood substrate.
1. Use fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329 unless otherwise indicated.
 2. For pressure-preservative-treated wood, use stainless steel fasteners.
- B. Postinstalled Anchors: Stainless steel, chemical [**or**] anchors with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing according to ASTM E488, conducted by a qualified independent testing and inspecting agency.

1. Stainless steel bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

2.6 METAL ACCESSORIES

- A. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G90 coating designation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- C. Install metal framing anchors to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Apply copper naphthenate field treatment to comply with AWPA M4, to cut surfaces of preservative-treated lumber.
- F. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following (unless noted otherwise on the drawings):
 1. "Fastening Schedule" in ICC's International Building Code.

END OF SECTION 061063