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Table with 2 columns: MARK, DATE. Revisions section.

SHEET NAME
ARCHITECTURAL SPECIFICATIONS

PROJECT NO. 2018-16
DATE OCTOBER 3, 2018
SHEET NO.

CONTRACTOR
a. The Contractor shall be lawfully licensed. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract.
b. The Contractor shall perform the Work in accordance with the Contract Documents.
c. Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents, has visited the site, become thoroughly familiar with the nature and location of the Work, the conditions of the site as they exist, and the character of the operations to be carried out under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas, and all matters that affect the Work, or its performance. Because of such examinations and investigations, the Contractor further represents that he thoroughly understands the Contract Documents. The Contractor further represents that he will abide by all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work. Claims for additional time or additional compensation because of the Contractor's failure to familiarize himself with all local conditions and the Contract Documents will not be permitted.
d. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies or omissions discovered by the Contractor to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
e. The accuracy of grades, elevations, dimensions, or locations of existing conditions is not guaranteed by the Architect or the Owner. The Contractor is responsible for verifying same. If the Contractor performs construction activities when the Contractor knows, or should know in exercise of reasonable diligence, that an activity involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable for correction.
f. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor.
g. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
h. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors, and for any damages, losses, costs, and expenses resulting from such acts or omissions.
i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
j. Except in the case of minor changes in the Work, the Contractor may make substitutions only with the consent of the Owner, after evaluation and in accordance with a Change Order or Construction Change Directive.
k. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
l. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work. The Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall assign to the Owner all warranties and guarantees of manufacturers, Subcontractors, and others related to the Work.
m. This is a tax exempt project. Sales tax on material shall be excluded from the contractor's bid. The selected contractor shall follow the established procedures for tax exempt projects. Materials shall be purchased by the contractor. The Mulherin Home to the supplier and backed out of the applicable subcontractor or contractor pricing. Letters of the tax I.D. number will be issued.
n. The Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall secure and pay for the building, mechanical, electrical and plumbing permits, engineering, and inspection charges required by any governmental authority or other person or entity having jurisdiction over the work. Said permits shall include, without limitation, both temporary and permanent permits, building permits, certificates of occupancy, curb-breaking permits, highway entrance permits, water permits and all similar permits and certificates. The Owner shall be responsible for all capacity charges and impact fees.
o. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to give such notices, it shall be liable for and shall indemnify and hold harmless the Owner and their respective employees, officers and agents, against any resulting fines, penalties, judgments or damages, imposed on or incurred by the Contractor hereunder.
p. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs, damages, losses, and expenses attributable thereto.
q. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

USE OF SITE
The Contractor shall confine operations to the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall keep the site clear of obstructions. The Contractor shall coordinate the Work with the Owner and coordinate the Work in a manner which minimizes or eliminates any adverse impact on the Owner.

CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work. The Contractor shall make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

CLEANING UP
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. If the Contractor, utilities, or other persons carrying out the Work, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

INDEMNIFICATION
To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

CONTRACTOR'S QUALIFICATIONS
a. The Contractor is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents in an efficient and capable manner.
b. The Contractor can furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents and has sufficient experience and competence to do so.
c. The Contractor is authorized to do business in the state where the Project is located and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Project.

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
a. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.
b. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules and performance requirements.
c. The Contractor shall afford the Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of the activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

CHANGES IN THE WORK
a. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work.
b. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

PROGRESS AND COMPLETION
a. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
b. The Owner will schedule furniture and equipment deliveries based on the construction schedule. The Contractor shall be responsible for all costs to the Owner for storage, double handling, re-shipping, and extended general conditions costs of delayed furniture and equipment installations due to the Contractor's not meeting schedule completion dates.

SUBSTANTIAL COMPLETION
a. Substantial Completion is the stage in the progress of the Work when a certified occupancy permits have been issued and the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the contractor can occupy or utilize the Work for its intended use.
b. When the Contractor considers that the Work, or a portion thereof, is substantially complete, the Contractor shall prepare and submit to the Owner a certificate of Substantial Completion, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of a Certificate of Substantial Completion, complete or correct such Work.
c. Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any items, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of a Certificate of Substantial Completion, complete or correct such Work.
d. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance, the Contractor shall promptly make such inspection and, when the Work is acceptable under the Contract Documents and the Contractor fully performed, the Owner will promptly issue a final payment.

PROTECTION OF PERSONS AND PROPERTY
a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
b. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees on the Work and other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

INSURANCE
Contractor shall furnish to the owner (and copy the architect) an Acorad statement of insurance with owner and architect listed as additional insured.

CORRECTION OF WORK
a. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, the cost of uncovering and replacement, and compensation shall be at the Contractor's expense. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor, at the Contractor's expense, shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.
b. If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable.

SUBMITTAL PROCEDURES
A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and other activities that require sequential operations.
1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
2. Architect will not accept submittals from sources other than Contractor.
3. All submittals shall be submitted to the architect for review.
B. Prepare submittals by placing a permanent label on each for identification. Include the following information on the label:
1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of subcontractor or supplier.
5. Contractor's certification that materials comply with specified requirements.
C. Product Data: Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
2. Notation of coordination requirements.
3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
D. Shop Drawings: Submit newly prepared information drawn to scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
2. Identification of products and materials.
3. Notation of coordination requirements.
4. Notation of dimensions established by field measurement.
E. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations. Include product name or name of the manufacturer.
F. Architect will review each submittal, mark as appropriate to indicate action taken. Compliance with specified requirements remains Contractor's responsibility.
G. Electronic submission of information is acceptable.

PRODUCT REQUIREMENTS
A. Provide products of same kind from a single source.
B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect to ensure compliance with the Contract Documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store items subject to damage above ground, under cover in weather-tight enclosures, with ventilation adequate to prevent condensation.
C. Provide items that comply with the Contract Documents, are undamaged, and are new at the time of installation.
1. Provide products and equipment complete with accessories, trim, finish, and other details and components needed for complete installation and the intended use and effect.
2. Do not attach manufacturer's name or trademark, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
3. Select products as follows:
a. Where these Specifications and drawings name only a single product or manufacturer, provide the item indicated. No substitutions will be permitted.
b. Where these Specifications and drawings name 2 or more products or manufacturers, provide 1 of the items indicated. No substitutions will be permitted.
4. Where products or manufacturers are specified by name, accompanied by the term "or equal," comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
5. Where these Specifications and drawings describe a product and list characteristics required, with or without naming a brand or trademark, provide a product that complies with the characteristics and any other requirements.
6. Where these Specifications and drawings require compliance with performance requirements, provide products that comply and are recommended in writing by the manufacturer for the application.
7. Where these Specifications and drawings require compliance with codes, regulations, or reference standards, select a product that complies with the codes, regulations, or reference standards.
F. Unless otherwise indicated, Owner or Architect will select color, pattern, and texture of any product from manufacturers full range of options.
G. Reasonable and timely requests for substitutions will be considered. Substitutions include changes proposed by the Contractor after award of the Contract, in products and methods of construction required by the Contract Documents.
H. Submit requests for product substitution. Identify product to be replaced, provide complete documentation showing compliance of proposed substitution with all specified requirements, and include the following:
1. A full comparison with the specified product.
2. A list of changes to other Work required to accommodate the substitution.
3. Any proposed changes in the Contract Sum or Contract Time should the substitution be accepted.
I. Architect or Owner will review the proposed substitution and notify Contractor of its acceptance or rejection.
J. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Do not proceed with installation until unsatisfactory conditions have been corrected.
K. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, the application, of fillers and primers.
L. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
M. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

TEMPORARY FACILITIES AND CONTROLS
A. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition".
B. Provide temporary sanitary facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
C. Collect waste daily and dispose of waste off-site according to the Alabama State Port Authority policies, when containers are full.
1. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly.
D. Provide temporary fire protection.
1. Provide fire extinguishers.
2. Store combustible materials in fire-safe containers in fire-safe locations.
3. Prohibit smoking in hazardous fire-exposure areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
E. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control and pollution control.
F. Contractor to pay all utility costs until utilities are turned over to owner after acceptance of Substantial Completion. All utility tap and application fees to be paid by Contractor.

PROTECTION OF WORK AND PROPERTY
A. The Contractor shall provide and maintain adequate barricades around all work areas or where other submittals, and other activities that require sequential operations.
B. The Contractor shall install yellow "Caution Tape" and/or red flags on all obstructions, excavations, stored materials near public streets or walks, and provide suitable protection for all workers, employees, and the public.
C. The Contractor shall avoid damage, as a result of his operations, to the existing buildings, walks, pavements, curbs, gutters, trees, utilities, adjoining property, etc., shall at his expense, completely replace or repair any damage thereto caused by his operations.

FINAL CLEANING
A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
1. Remove labels that are not permanent.
2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
4. Vacuum carpeted and tile surfaces and wax resilient flooring.
5. Wipe surfaces of mechanical and electrical equipment. Remove lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
6. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Prepare grounds to a smooth, even-textured surface.

CLOSEOUT PROCEDURES
A. Requests Substantial Completion inspection on the following are coordinated with the Architect:
1. Submit maintenance manuals, warranties, and similar information.
2. Deliver spare parts, extra stock and similar items.
3. Changeover locks and transmitters to OMI.
4. Complete startup testing of systems and installation of operation and maintenance personnel.
5. Complete temporary facilities and utilities.
6. Complete final cleanup.
7. Touch-up repair, and restore marred or blemished finishes.
8. Obtain final inspections from authorities having jurisdiction.
9. Obtain final certificate of occupancy.
B. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner, include a detailed review of the following:
1. Startup and shutdown.
2. Emergency shutdown and safety procedures.
3. Noise and vibration adjustments.
4. Lubricance materials.
5. Spare parts, tools, and materials.
6. Spare and fuel.
7. Identification systems.
8. Control Sequences.
9. Hazards.
10. Warranties and bonds.

CONSTRUCTION SCHEDULE
Prepare a Gantt bar-chart-type construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.

SCHEDULE OF VALUES
The Contractor shall submit a schedule of values on form AIA DOCUMENT G703 of values allocated to the portions of the work, prepare in such form and supported by data to substantiate its accuracy as the Architect may require. This schedule shall be used as the basis for reviewing the Contractor's Applications for Payment.

APPLICATIONS FOR PAYMENT
On the day as specified in the contract, the Contractor shall submit to the Architect an itemized Application for Payment completed in accordance with the schedule of values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner and Architect may require. Payments will be made once a month; they will not start on a particular day, but will remain consistent once they begin. Use AIA DOCUMENT G702.

RETAINAGE
The contract for construction used shall be AIA DOCUMENT A101.
In making Partial Payments there shall be retained five percent (5%) estimated amount of work done and the value of the materials stored for the work until completion of the Contract.

LIQUIDATED DAMAGES - NOT APPLICABLE

ALLOWANCES
A. The following Allowances are to be included in the Contract Sum.
1. Contingency: \$15,000.00 For unknowns and unforeseen items.
2. Wind Deductible for Builder's Risk Insurance: \$13,000.00 For use to cover the cost of the Wind Deductible if a claim is made. If the actual cost of the deductible is greater than given allowance, then the contractor shall cover the additional cost. If the actual cost is less than the deductible, then the balance shall be credited back to owner.
B. Use the Contingency Allowance only as directed for the Owner's Purposes and only by Change Orders that indicate amounts to be charged to the allowance.
C. See "Changes in the Work" for procedures for submitting and handling Change Orders for use of the Allowance.
D. Change Orders authorizing use of funds from the Contingency Allowance will include Contractor's related costs and reasonable overhead and profit margins.
E. Builders Risk allowance shall only cover the cost of the deductible.
F. At project closeout, credit unused amount remaining in the allowances to the owner by Change Order.

UNIT PRICES
A. The following Unit Prices will be used as the price per unit of measure for materials, products, and/or services added to or deducted from the Contract. The unit price shall not include the cost for labor for installing the product or any delivery charges.
1. \$350 PER THOUSAND OF BRICK
B. Reconciliation of actual cost to unit price cost will be made by Change Order.
C. Unit price does not include tax.

ALTERNATES
A. An alternate is an amount proposed by bidders and stated on the Bid Form for certain work that may be added to or deducted from the Base Bid amount. The owner reserves the right to accept or reject the alternates.
B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.
C. The contractor is welcome to submit alternates other than those stated below.
D. A list of alternates is as follows:
Alternate #1. (NOT APPLICABLE)

CONSTRUCTION TESTING AND SPECIAL INSPECTIONS
A. Contractor shall pay for all construction testing including but not limited to soil compaction test and concrete breaks. Reports shall be provided to architect and engineer for review and approval.
B. Contractor shall hire an engineer or special inspector qualified to perform and provide the special inspection reports as required on the Building Code Summary. Said report is required to be provided to the Building Department and a copy of the report shall be furnished to the owner and to the architect.