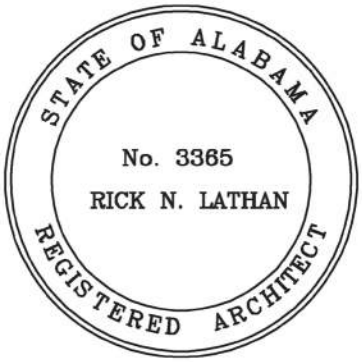

ARCHITECT'S JOB NO. 23-72

DATED: March 13, 2024

NEW SOFTBALL COMPLEX
FOR TRUSSVILLE CITY SCHOOLS

OWNER
TRUSSVILLE CITY BOARD OF EDUCATION
476 MAIN STREET
TRUSSVILLE, AL 35173

SCHOOL BOARD MEMBERS

Mrs. Kim DeShazo	**Board President**
Mrs. Kathy Brown	**Board Vice President**
Mrs. Sherrye Tolbert	**Board Member**
Dr. Steve Ward	**Board Member**
Mr. Jason Daniel	**Board Member**

DR. PATRICK MARTIN **Superintendent**

LATHAN ARCHITECTS

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NEW SOFTBALL COMPLEX FOR TRUSSVILLE CITY SCHOOLS
Architect's No. 23-72

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NOTE: This Index is for convenience only. Its accuracy and completeness are not guaranteed, and it is not to be considered part of the Specifications. In case of discrepancy, the Specifications shall govern. Certain items may be included by means of notes on the Drawings; such items are not necessarily covered in the Specifications. Contractor shall verify all existing conditions and all dimensions at the project site.

TEAM LIST
NEW SOFTBALL COMPLEX FOR TRUSSVILLE CITY SCHOOLS
Architect's Job No. 23-72

OWNER:
TRUSSVILLE CITY BOARD OF EDUCATION
476 Main Street
Trussville, AL 35173

ARCHITECT:
LATHAN ASSOCIATES ARCHITECTS, P. C.
300 Chase Park South, Suite 200
Hoover, AL 35244
Contact: rfi@lathanassociates.com

CIVIL:
LBYD, INC.
880 Montclair Road, Suite 600
Birmingham, AL 35213

LANDSCAPE:
HNP LANDSCAPE ARCHITECTURE
1914 28th Avenue South
Birmingham, Alabama 35209

STRUCTURAL:
STRUCTURAL DESIGN GROUP
300 Chase Park South, Suite 125
Hoover, AL 35244

MECHANICAL:
DEWBERRY ENGINEERING
2 Riverchase Office Plaza, Suite 205
Birmingham, AL 35244

ELECTRICAL:
STEWART ENGINEERING
300 East 7th Street
Anniston, AL 36202

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NEW SOFTBALL COMPLEX FOR TRUSSVILLE CITY SCHOOLS
Architect's Job No. 23-72

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C4.0	EROSION CONTROL PLAN – INITIAL
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E2.1	SITE PLAN AND SINGLE LINE DIAGRAM
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QUALIFYING CONDITIONS FOR GENERAL CONTRACTORS:

The following conditions and terms may be required upon Owner's request and it shall be each Contractor's responsibility to ensure that they meet the minimum requirements set forth.

General Contractors wishing to bid on this school project shall meet the following minimum provisions regarding responsibility, in addition to all other requirements listed herein: Contractor shall have constructed not less than one educational project of similar size and complexity within the last five (5) years, with similar costs prorated for construction cost increases and Contractor shall be capable of 100% bonding of materials and 100% bonding of labor. All General Contractors wishing to bid shall have a minimum of five (5) years of experience doing business under the same firm name in which the bids are submitted. Joint venture contracts will not be approved.

Each General Contractor shall submit a list of all educational projects within the last five years and a statement from the Owners certifying faithful performance that construction completion was, or will be, obtained without protracted delay and/or defective work for the project. Full explanation should be submitted for any delayed completion. Inexperienced or non-responsible contractors are precluded from bidding and award.

Each General Contractor shall submit names and qualifications of main construction personnel to be placed on this project. The proposed project superintendent and the project manager shall have a minimum of five (5) years of work experience in their respective positions in managing and constructing projects similar in size, complexity and cost. Resumes of project superintendent and project manager shall be submitted. The Owner reserves the right of approval of the project superintendent.

Equivalent experience and qualifications will be considered where the bidder can demonstrate special management and construction abilities, expert workmen and past experience in constructing similar complex structures of similar size and cost such as hospitals, college buildings, multi-story office buildings, court houses, jails, hotels, etc. No consideration will be given to wood frame, residential projects, parking structures, small one-story strip shopping centers, warehouses and industrial buildings, etc. Under this provision of equivalency, no consideration or award will be given to any contractor whose comparable project value is less than 50% of the value of the project under bid.

Each General Contractor bidding on this project will be required to demonstrate that his major Subcontractors are capable of pre-qualifying under the same conditions stated above.

All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

The Owner and its representatives shall be the sole judge of the Contractor meeting the requirements set forth. The Owner's decision in determining qualified General Contractors will be final. The Owner reserves the right to act in its best interests in this determination process to waive all technicalities and informalities and to select the best qualified responsible General Contractors who comply with the above stated provisions.

All of the above information shall be required upon the Owner's request and may be considered a condition for award of contract.

ADVERTISEMENT FOR BIDS

Sealed proposals, in duplicate, from Qualified General Contractors will be received by the Awarding Authority: Trussville City Board of Education, 476 Main Street, Trussville AL 35173, until 2:00 p.m. local time, Thursday, March 21, 2024, for:

NEW SOFTBALL COMPLEX FOR TRUSSVILLE CITY SCHOOLS
ARCHITECT JOB NO. 23-72

At such time and place, the bids will be opened and read. Bids that are received via mail and not presented at the bid opening are to be considered non-responsive. It is the responsibility of the bidder to assure that bids are presented at the time of the bid if they choose to mail the bid. Contractors must notify the Awarding Authority if a bid is to be received by mail.

A cashier's check or bid bond payable to Trussville City Board of Education in an amount not less than five (5) percent of the amount of the proposal, but in no event more than $10,000.00, must accompany the bidder's proposal for each project. Performance and Payment Bonds and evidence of insurance as required in the bid documents will be required at the signing of the Contract.

Drawings and specifications for the project may be examined at the Office of Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244, and at the Digital Plan Room at Alabama Graphics (algraphicsplanroom.com). Private Jobs with Password. Password is lathan.

Prior to issuance of plans and specifications, all Contractors must provide evidence that they are properly licensed for the classification of work for this project. Evidence shall be in the form of a copy of current license clearly indicating all classifications, or sub-classifications, bid limits, license number; and expiration date.

General Contractor Bidders may obtain digital copies of drawings and specifications from the Architect for each project upon receipt of Application for Bid. General Contractors will then be placed on Official Bidders List. Hard copy sets of drawings/ specifications will be available to General Contractors for purchase directly from the document printer: Alabama Graphics. Addenda and other proposal information will be issued only to holders of drawings and specifications distributed by the Architect and on the Official Bidders List. Release of contract documents to the bidder does not imply acceptance of the bidder's qualifications by the Owner or Architect.

Bids received from General Contractors who are not on the Official Bidders List may not be accepted or opened. Lathan Associates Architects, P.C. makes no guarantee for plans and specifications obtained by Contractors and Vendors from sources other than the printed contract documents provided by their firm. Contractors and Vendors who base their pricing from contract documents obtained from other electronic sources, either in part or whole, do so at their own risk.

Bids must be submitted on proposal forms furnished by the Architect or copies thereof, issued either with the original contract documents or by addendum. General Contractors shall not use Proposal Forms other than those provided in the contract documents.

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975. The Bidder must display current General Contractor's License Number on the outside of the sealed envelope in which the proposal is delivered, or it will not be considered by the Architect or Owner. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted.

Trussville City Board of Education
Awarding Authority

Lathan Associates Architects, P.C.
205-988-9112

PRE-BID PROCEDURES

OBTAINING PLANS AND SPECIFICATIONS

A. General Contractors

General Contractors must contact the office of the Architect to receive an Application for Bid and give the following Information about their company:

1. Name, address, phone, email address, Alabama General Contractor's License Number, Bid Limit, and Bid Classification as it appears on current license. This is required in order for Architect to verify that Contractor is currently licensed in a classification that qualifies the General Contractor to bid on the subject project.

2. Upon receipt of the completed Application for Bid Form, General Contractor Bidders may obtain digital copies of drawings and specifications from the Architect. General Contractors will then be placed on Official Bidders List. Hard copy sets of drawings/ specifications will be available to General Contractors for purchase directly from the document printer: Alabama Graphics. Addenda and other proposal information will be issued only to holders of drawings and specifications distributed by the Architect and on the Official Bidders List. Release of contract documents to the bidder does not imply acceptance of the bidder's qualifications by the Owner or Architect.

3. Bids received from General Contractors who are not on the Official Bidders List may not be accepted or opened. Lathan Associates Architects, P.C. makes no guarantee for plans and specifications obtained by Contractors and Vendors from sources other than the Architect or the designated contract printer.

4. The following Plan Room is used:

    a. Alabama Graphics Digital Plan Room is also used. See attachment for contact information. **Project Password is Lathan**.

5. Addenda are only sent to the Plan Rooms, the Awarding Authority and the General Contractors who are on the Official Bidders List. Addenda are not sent to Subcontractors and/or Vendors.

6. CAD files will not be sent by the Architect, Engineers or Consultants to Contractors for bid purposes.

B. Subcontractors and Vendors

1. Subcontractors and Vendors may view and/or obtain plans and/or specifications from the following sources:
    a. Alabama Graphics Digital Plan Room.
    b. General Contractors

2. Architect's office will not release plans and specifications to Subcontractors or Vendors.

3. Official Bidders List is available on Alabama Graphics Digital Plan Room.

    a. So that we may maintain an updated Official Bidders List, as a courtesy, we ask that Contractor submit an email to the office of the Architect if they would like to withdraw.

REQUEST FOR INFORMATION (RFI's)

A. All RFI's must be numbered and made in writing to the Architect's email rfi@lathanassociates.com. Please include your name, company name and telephone number, so that we may respond appropriately. **VERBAL RFI'S WILL NOT BE ANSWERED. ALL RFI'S MUST BE IN WRITING.**

B. The Team List provided within the Specification Manual is for informational purposes only and should

not be used to contact Engineers and/or Consultants directly with questions regarding the project.

C. All questions that need to be directed to an Engineer / Consultant must be routed through the Architect's office. If applicable, the Architect will contact the appropriate Engineer / Consultant for information.

D. Bids shall be based upon the official Contract Documents consisting of Plans, Specifications and Addenda. Architect assumes no responsibility for information used by Contractors outside the official Contract Documents.

E. We will not respond to any correspondence received via any e-mail other than the one listed.

REQUESTS FOR PRODUCT APPROVAL

A. All Requests for Product Approval must be made in writing to the office of the Architect. Requests must be accompanied by Product Substitution Form completed and signed found in Specification Section - 01360 and should be emailed to Lathan Associates Architects, rfi@lathanassociates.com. Please include your name, company name, telephone number, email address so that we may respond appropriately.

B. Vendor/Contractor submitting Request for Product Approval must submit data sheets and other such project specific fact-based documentation for substitution with items clearly marked to show compliance with product originally specified. Request must identify model number of substitution that complies with product originally specified. **Architect and Interior Design staff will not review Requests for Product Approval that are catalogs and/or binders of manufactured products without separate details showing comparison between specified product and requested substitution.**

C. Products approved by Architect, Interior Designer, Engineer and/or Consultant shall be contingent upon meeting or exceeding the specification and drawing requirements. All approved requests for product approval shall be acknowledged in writing via Addendum.

D. The Team List provided within the Specification Manual is for informational purposes only and should not be used to contact Engineers and/or Consultants directly with requests for product approval. No product approval shall be considered unless submitted through the Architect.

PRE-BID REQUEST FOR INFORMATION FORM

Date: _____

Company Submitting Request: _____

Contact Name: _____ Phone: _____

E-Mail _____

Project Name: _____

Architect Job No._____

Send to rfi@iathanassociates.com

RFI NO._____

RESPONSE:

For Architect's Use:
Reviewed By / Date: _____
Responded By/ Date:_____
Processed by Addendum No. _____
Comments: _____

Digital Plan Room Sign-On Instructions

To access the Digital Plan Room, please click on the following link. You will want to add this as a trusted site for future emails.
https://www.algraphicsplanroom.com

You will need to register to the plan room as a user. Click **"Log In"** on lower left side. You will need to do a search to see if your company already exists on the plans room. Once you register your company and contact information click on **"Private Jobs with Passwords"** and enter the password provided.

Password for this project is lathan.

For technical assistance please call, Customer Service 205.252.8505 or customerservice@algraphics.com.

INSTRUCTIONS TO BIDDERS

CONTENTS

1. BID DOCUMENTS:

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any supplements to these Instructions to Bidders, the Proposal Form and the Accounting of Sales Tax, and the proposed Contract Documents. The proposed Contract Documents consist of the Construction Contract, the Performance Bond and Payment Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), Drawings, Specifications and all addenda issued prior to execution of the Construction Contract. Bid Documents may be obtained or examined as set forth in the Advertisement for Bids.

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

When the amount bid for a contract exceeds $50,000, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types of work stipulated in the bidder's license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

a. Any special qualifications required of general contractors, subcontractors, material suppliers, or fabricators are set forth in the Bid Documents.

b. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority's published prequalification procedures and criteria.

c. Release of Bid Documents by the Architect to a prospective bidder will not constitute any determination by the Awarding Authority or Architect that the bidder has been found to be qualified, prequalified, or responsible.

4. PREFERENCE to RESIDENT CONTRACTORS:
(If this project is federally funded in whole or in part, this Article shall not apply.)

a. In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

b. A nonresident bidder is a contractor which is neither organized and existing under the laws of the State of Alabama, nor maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent office within the State of Alabama for at least five continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

5. EXAMINATION of BID DOCUMENTS and the SITE of the WORK:

Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their bids. The submission of a bid shall constitute a representation by the bidder that the bidder has made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

6. EXPLANATIONS and INTERPRETATIONS:

a. Should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications, or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Architect and request clarification.

b. Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Architect nor the Awarding Authority will be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents.

c. In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained the Architect's written clarification of the requirements before submission of a bid.

7. SUBSTITUTIONS:

a. The identification of any product, material, system, item of equipment, or service in the Bid Documents by reference to a trade name, manufacturer's name, model number, etc. (hereinafter referred to as "source"), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions of paragraph "d" below apply.

b. When the Bid Documents identify only one or two sources, or three or more sources followed by "or approved equal" or similar wording, the bidder's proposal may be based on a source not identified but considered by the bidder to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the Architect. If the bidder elects to bid on a substitution without "Pre-bid Approval" as described below, then it will be understood that proof of compliance with specified requirements is the exclusive responsibility of the bidder.

c. When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source as described below. Under these conditions it will be expressly understood that no product, material, system, item of equipment, or service that is not identified in the Bid Documents or granted "Pre-Bid Approval" will be incorporated into the Work unless such substitution is authorized and agreed upon through a Contract Change Order.

d. If the Bid Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the bidder's proposal must be based upon the identified sole source.

e. Procedures for "Pre-bid Approval". If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the Bid Documents be approved as an acceptable source, application for the approval of such source must reach the hands of the Architect at least ten days prior to the date set for the opening of bids. At the Architect's discretion, this ten day provision may be waived. The application for approval of a proposed source must be accompanied by technical data which the applicant desires to submit in support of the application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed source with previous users, evidence of reputation of the source for prompt delivery, evidence of reputation of the source for efficiency in servicing its products, or any other pertinent written information. The application to the Architect for approval of a proposed source must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bid Documents. The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the Bid Documents. Approval, if granted, shall not be effective until published by the Architect in an addendum to the Bid Documents.

8. PREPARATION and DELIVERY of BIDS:

a. DCM Form C-3: Proposal Form:

(1) Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted. A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form.

(2) All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

(3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:

- **(a)** the legal name of the bidder,
- **(b)** the state under which laws the bidder's business is organized and existing,
- **(c)** the city (and state) in which the bidder has its principal offices,
- **(d)** the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
- **(e)** the partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.

(4) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.

(5) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.

(6) In the space provided in the Proposal Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.

(7) The Proposal Form shall be properly signed by the bidder. If the bidder is:

- **(a) an individual**, that individual or his or her "authorized representative" must sign the Proposal Form;
- **(b) a partnership,** the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
- **(c) a corporation,** the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Proposal Form.

As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Proposal Form.

(8) Interlineation, alterations or erasures on the Proposal Form must be initialed by the bidder or its "authorized representative".

b. DCM Form C-3A: Accounting of Sales Tax

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

c. Bid Guaranty

(1) The Proposal Form must be accompanied by a cashier's check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Awarding Authority.

(2) If a Bid Bond is provided in lieu of a cashier's check, the bond shall be on the Bid Bond form as stipulated in the Bid Documents.

(3) The amount of the cashier's check or Bid Bond should not be less than five percent of the contractor's bid, but is not required to be in an amount more than ten thousand dollars.

d. Delivery of Bids:

(1) Bids will be received until the time set, and at the location designated, in the Advertisement for Bids unless notice is given of postponement. Any bid not received prior to the time set for opening bids will be rejected absent extenuating circumstances and such bids shall be rejected in all cases where received after other bids are opened.

(2) Each bid shall be placed, together with the bid guaranty, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters "Proposal", below which the bidder shall identify the Project and the Work bid on, the name of the bidder, and the bidder's current general contractor's state license number.

(3) Bids may be delivered in person, or by mail if ample time is allowed for delivery. When sent by mail, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing.

9. WITHDRAWAL or REVISION of BIDS:

a. A bid may be withdrawn prior to the time set for opening of bids, provided a written request, executed by the bidder or the bidder's "authorized representative", is filed with the Architect prior to that time. The bid will then be returned to the bidder unopened.

b. A bid which has been sealed in its delivery envelope may be revised by writing the change in price and date on the outside of the delivery envelope over the signature of the bidder or the bidder's "authorized representative". In revising the bid in this manner, the bidder must only write the amount of the change in price on the envelope **and must not reveal the bid price.**

c. Written communications, signed by the bidder or its "authorized representative", to revise bids will be accepted if received by the Architect prior to the time set for opening bids. The Architect will record the instructed revision upon opening the bid. Such written communication may be by facsimile if so stipulated in Supplemental Instructions to Bidders. In revising the bid in this manner, the bidder must only write the amount of the change in price **and must not reveal the bid price.**

d. Except as provided in Article 12 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

10. OPENING of BIDS:

a. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids. Bidders or their authorized representatives are invited to be present.

b. A list of all proposed major subcontractors and suppliers will be submitted by Bidders to the Architect at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids. If the list includes a fire alarm contractor and/or fire sprinkler contractor, Bidders will also submit a copy of the fire alarm contractor's and/or fire sprinkler contractor's permits from the State of Alabama Fire Marshal's Office.

11. INCOMPLETE and IRREGULAR BIDS:

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

12. BID ERRORS:

a. Errors and Discrepancies in the Proposal Form. In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

b. Mistakes within the Bid. If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

(1) Timely Notice: The low bidder must notify the Awarding Authority and Architect in writing, within three working days after the opening of bids, that a mistake was made. This notice must be given within this time frame whether or not award has been made.

(2) Substantial Mistake: The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.

(3) Type of Mistake: The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without forfeiture.

(4) **Documentary Evidence:** Clear and convincing documentary evidence of the mistake must be presented to the Awarding Authority and the Architect as soon as possible, but no later than three working days after the opening of bids.

The Awarding Authority's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

13. DISQUALIFICATION of BIDDERS:

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders participating in such agreement or collusion to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See § 39-2-6, Code of Alabama 1975, for possible criminal sanctions.)

b. Advance Disclosure. Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and rebid.

c. Failure to Settle Other Contracts. The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts in force at the time of letting.

14. CONSIDERATION of BIDS:

a. After the bids are opened and read publicly, the bid prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the Awarding Authority shall have the right to reject any or all bids, and it shall have the right to waive technical errors and irregularities if, in its judgment, the bidder will not have obtained a competitive advantage and the best interests of the Awarding Authority will be promoted.

b. If the Bid Documents request bids for projects or parts of projects in combination or separately, the Bid Documents must include supplements to, these Instructions to Bidders setting forth applicable bid procedures. Award or awards will be made to the lowest responsible and responsive bidder or bidders in accordance with such bid procedures.

15. DETERMINATION of LOW BIDDER by USE of ALTERNATES:

a. The Awarding Authority may request alternate bid prices (alternates) to facilitate either reducing the base bid to an amount within the funds available for the project or adding items to the base bid within the funds available for the project. Alternates, if any, are listed in the

Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder.

b. If alternates are included in the Proposal Form, the Awarding Authority shall determine the dollar amount of funds available and immediately prior to the opening of bids shall announce publicly the funds available for the project. The dollar amount of such funds shall be used to determine the lowest bidder as provided herein below, notwithstanding that the actual funds available for the project may subsequently be determined to be more or less than the expected funds available as determined immediately prior to the time of the opening of bids.

c. If the base bid of the lowest bidder exceeds the funds available and alternate bid prices will reduce the base bids to an amount that is within the funds available, the lowest bidder will be determined by considering, in order, the fewest number of the alternates that produces a price within the funds available. If the base bid of the lowest bidder is within the funds available and alternate bid prices will permit adding items to the base bid, the lowest bidder will be determined by considering, in order, the greatest number of the alternates that produces a price within the funds available.

d. After the lowest bidder has been determined as set forth above, the Awarding Authority may award that bidder any combination of alternates, provided said bidder is also the low bidder when only the Base Bid and such combination of alternates are considered.

16. UNIT PRICES:

a. Work Bid on a Unit Price Basis. Where all, or part(s), of the planned Work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

b. Unit Prices for Application to Change Orders. As a means of predetermining unit costs for changes in certain elements of the Work, the Bid Documents may require that the bidders furnish unit prices for those items in the Proposal Form. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the successful bidder may be rejected and competitive prices negotiated by the Awarding Authority prior to contract award. Unit prices for application to changes in the work are not effective unless specifically included and agreed upon in the Construction Contract.

17. AWARD of CONTRACT:

a. The contract shall be awarded to the lowest responsible and responsive bidder unless the Awarding Authority finds that all the bids are unreasonable or that it is not in the best interest of the Awarding Authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the Bid Documents. Minor irregularities in the bid shall not defeat responsiveness.

b. A bidder to whom award is made will be notified by telegram, confirmed facsimile, or letter to the address shown on the Proposal Form at the earliest possible date. Unless other

time frames are stipulated in Supplemental Instructions to Bidders, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

(1)	Award of contract by Awarding Authority	30 calendar days after the opening of bids
(2)	Contractor's return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority	15 calendar days after the contract has been presented to the contractor for signature (from the Lead Design Professional)
(3)	Awarding Authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution	20 calendar days after the contractor presents complete and acceptable documents to the Architect
(4)	Notice To Proceed issued to the contractor along with distribution of the fully executed construction contract to all parties.	15 calendar days after final execution of contract by the Awarding Authority, by various State Agencies if required and by the Governor if his or her signature on the contract is required by law

The time frames stated above, or as otherwise specified in the Bid Documents, may be extended by written agreement between the parties. Failure by the Awarding Authority to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall be just cause for the withdrawal of the contractor's bid and contract without forfeiture of bid security.

c. Should the successful bidder or bidders to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and satisfactory evidence of insurance within the specified period, the Awarding Authority shall retain from the bid guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest responsible and responsive bidder, but not more than $10,000. If no other bids are received, the full amount of the bid guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the Awarding Authority.

d. All bid guaranties, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated, and the relation of the bids established. The bid guaranties of the three lowest bidders will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. When the award is deferred for a period of time longer than 15 days after the opening of the bids, all bid guaranties, except those of the potentially successful bidders, shall be returned. If no award is made within the specified period, as it may by agreement be extended, all bids will be rejected, and all guaranties returned. If any potentially successful bidder agrees in writing to a stipulated extension in time for consideration of its bid and its bid was guaranteed with a cashier's check, the Awarding Authority may permit the potentially successful bidder to substitute a satisfactory bid bond for the cashier's check.

END of INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

To: Trussville City Board of Education Date: _____

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

_____
(Legal name of Bidder)

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

WORK: New Softball Complex for Trussville City Schools, Architect's Job No. 23-72, in accordance with Drawings and Specifications, dated, March 15, 2024, prepared by Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244, Architect.

The Bidder, which is organized and existing under the laws of the State of _____ ,

having its principal offices in the City of _____ ,

is: _____ a Corporation _____ a Partnership _____ an individual _____ (other)_____,

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles and business addresses of its Officers:

_____

_____

_____

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto; and that it has satisfied itself relative to the Work to be performed.

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

ALLOWANCES: The Bidder acknowledges by initials _____ that he/she has read Specification Section 01020 - Allowances and has included cost of same in bid.

ALABAMA IMMIGRATION LAW COMPLIANCE: The Bidder acknowledges by initials_____that he/she will comply with H.B. 56 - Alabama Immigration Law Compliance.

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

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

UNIT PRICES: See Attachment

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed

Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to comply.

Attached hereto is a: (*Mark the appropriate space and provide the applicable information.)*

____Bid Bond, executed by _____ as Surety,

____cashier's check on the _____ Bank of _____ ,

for the sum of _____ Dollars

($ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:
State License for General Contracting: _____
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder _____

Mailing Address_____

*** By (Legal Signature)** _____ *(Seal)*

* Name & Title (print) _____

Telephone Number _____

Email Address _____

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

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

PROPOSAL FORM ATTACHMENT

UNIT PRICES

For certain items of **credit or extra work**, if required, the undersigned proposes UNIT PRICES as follows:

Remove/Replace Unsuitable Soils	$_____/per cu. yd.
Geogrid	$_____/per cu. yd.
Aldot #57	$_____/per ton
Aldot 825B Stone	$_____/per ton
Natchez Crapemyrtle (8'-10' HT).	$_____/per ea.
Bosque Elm (3"-3.5" cal.)	$_____/per ea.
Oakleaf Holly (6-7" HT)	$_____/per ea.
Nellie R. Stevens Holly (6-7' HT)	$_____/per ea.
Limelight Hydrangea (7g)	$_____/per ea.
Pink Muhly Grass (3g)	$_____/per ea.
Adagio Maiden Grass (3g)	$_____/per ea.
Copperstone Distylium (7g)	$_____/per ea.
419 Bermuda Sod	$_____/per sq yd.
Pine Straw Mulch (3" Depth)	$_____/per sq ft.
Screened Topsoil	$_____/per cu. yd.
6' HT. Black Vinyl Coated Fencing	$_____/per LF.
4' Fence Gate. Match Fence Material	$_____/per ea.
10' Fence Gate. Match Fence Material	$_____/per ea.
1" Class 200 PVC Pipe	$_____/per LF.
2" Class 200 PVC Pipe	$_____/per LF.
3" Class 200 PVC Pipe	$_____/per LF.
1" Rainbird PGA Valve	$_____/per ea.
2" Rainbird PGA Valve	$_____/per ea.
Rainbird 1806 Body W/ He-Van Nozzle	$_____/per ea.
Rainbird VE	$_____/per ea.

Note: All grading shown on the drawings shall be included in the Base Bid as Unclassified to required subgrade elevations. This Base Bid grading shall include the required cutting and filling of the existing grade to the proposed subgrade elevation. Onsite Geotechnical engineer shall determine if unsuitable soils are present.

Refer to SECTION 02300 - EARTHWORK for additional information regarding undercut & replacement of unsuitable soils and associated quantity allowance.

Note: Costs for profit and overhead shall be included in Unit Prices.

Note: Unit Prices are provided for the addition to or deletion from the contract Base Bid.

BIDDER (to be signed by an Officer of the Company)

_____ by_____
(Name/Title) (Legal Signature)

WITNESS (to the above signature)

_____ by_____
(Name/Title) (Legal Signature)

DCM Form C-3A
(must be submitted with DCM Form C-3)
August 2021

ACCOUNTING OF SALES TAX

Attachment to DCM Form C-3: Proposal Form

To: Trussville City Board of Education Date: _____
(Awarding Authority)

NAME OF PROJECT: **New Softball Complex for Trussville City Schools**

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ _____

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

Legal Name of Bidder _____

Mailing Address _____

* By (Legal Signature) _____

* Name (type or print) _____

* Title _____ *(Seal)*

Telephone Number _____

Email Address _____

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

BID BOND

The **PRINCIPAL** (*Bidder's company name and address*)
Name:
Address:

The **SURETY** (*Company name and primary place of business*)
Name:
Address:

The **OWNER** (*Entity name and address*)
Name:
Address:

The **PROJECT** for which the Principal's Bid is submitted: (*Project name as it appears in the Bid Documents*)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars ($10,000.00).**

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

(a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or

(b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____.

ATTEST:

_____

PRINCIPAL:

_____

By _____

_____
Name and Title

SURETY:

ATTEST:

_____

_____

By _____

_____
Name and Title

This form is provided solely for the purpose of inclusion in the project manual. A Construction Contract for fully locally-funded K-12 projects must be initiated via the appropriate DocuSign link from DCM's webpage https://dcm.alabama.gov/forms_publicK12.aspx by the Lead Design Professional Firm.

DCM Form C-5 (fully locally-funded K-12 school project)
June 2023

(1) **DCM (BC) Project No.**

CONSTRUCTION CONTRACT

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

(2) This Construction Contract is entered into this day of in the year of

(3) between the **OWNER,**
Entity Name:
Address:
Email & Phone #:

(4) and the **CONTRACTOR,**
Company Name:
Address:
Email & Phone #:

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

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

(8) The **ARCHITECT** is
Firm Name:
Address:
Email & Phone #:

(9) The **CONTRACT SUM** is
Dollars ($) and is the sum of the Contractor's Base Bid for the Work and the following
(10) **BID ALTERNATE PRICES:**

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

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (DCM Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner (or by the Lead Design Professional on the Owner's behalf), and shall then be substantially completed within the Contract Time.

(12) **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at _____ dollars ($_____) per calendar day.

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

(13) **SPECIAL PROVISIONS** *(Insert any Special Provisions here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below)*:

(14) **STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:

Classification(s):

Bid Limit:

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(15)

APPROVAL

ALABAMA STATE DEPARTMENT OF EDUCATION (SDE)
(Required for locally-funded, SDE projects.)

By_____ Date:_____
State Superintendent of Education

CONTRACTING PARTIES

_____
Contractor Company

By _____
Signature

Name & Title _____

_____
Owner Entity

By _____
Signature

Name(s) & Title(s) _____

Routing of the Construction Contract to reviewers and e-signers is automated through DocuSign. DocuSign links for fully locally-funded contract documents are available from DCM's webpage https://dcm.alabama.gov/forms_publicK12.aspx.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PERFORMANCE BOND

SURETY'S BOND NUMBER

Do not staple this form; use clips.

(2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)
Name:
Address:

(3) The **SURETY** (*Company name and primary place of business*)
Name:
Address:

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

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars ($).

(6) **DATE** of the Construction Contract :

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
   (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
   (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
   (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
   (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
   (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
   (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
   (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
   (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
   (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
   (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
   (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

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

(9 & 10)

SURETY:	**CONTRACTOR as PRINCIPAL:**
_____ Company Name	_____ Company Name
By_____ Signature	By_____ Signature
_____ Name and Title	_____ Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original three bond forms to be attached to each of the three contract copies (with original signatures) per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PAYMENT BOND

SURETY'S BOND NUMBER

Do not staple this form; use clips.

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

(3) The **SURETY** (*Company name and primary place of business*)
Name:
Address:

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

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars ($).

(6) **DATE** of the Construction Contract:

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY,** jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this_____ day of _____, _____.

(9 & 10)

SURETY:	**CONTRACTOR as PRINCIPAL:**
_____ Company Name	_____ Company Name
By_____ Signature	By _____ Signature
_____ Name and Title	_____ Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original three bond forms to be attached to each of the three contract copies (with original signatures) per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature Date

Notary's Signature Date Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

DCM Form C-10
Revised July 2022

DCM (BC) No. _____

PSCA Projects: PSCA No. _____

Application No. _____

Date: _____

APPLICATION and CERTIFICATE for PAYMENT

Attach DCM Form C-10SOV: Schedule of Values

TO OWNER: Entity Name: Address:	PROJECT:
FROM CONTRACTOR: Company Name & Address, which must exactly match co. name & payment address spelling as registered in State of AL Accounting & Resource System (STAARS) or AL Buys to avoid rejection: STAARS or AL Buys Vendor #:	ARCHITECT / ENGINEER: Firm Name: Address:

A. Total Original Contract	$
B. Fully Executed (fully signed) Change Order(s) Numbers __ through __	+$ _____
C. Total Contract To Date	$

1. Work Completed to Date per attached Schedule of Values	*(Form C-10SOV's Column F Total)*	$
2. Materials Presently Stored	*(When this amount is greater than $0.00, attach Form C-10SM: Inventory of Stored Materials, or similar list)*	+$ _____
3. Total Work Completed to Date & Materials Presently Stored	*(_____% of Contract To Date)*	$
4. Less Retainage	*(If Total Work Completed to Date & Materials Presently Stored (#3) is less than or equal to 50% of Total Contract to Date (C), Retainage = #3 x 0.05. Once #3 exceeds 50% of C and up until project is complete, Retainage = C x 0.025. $0 is retained on final payment application, see last bullet point below Instructions.)*	−$ _____
5. Total Due		$
6. Less Total Previous Payments Billed	*(Must exactly match #5 Total Due from previous payment application. # 6 is $0.00 if there is no previous payment application)*	−$ _____
7. Balance Due This Estimate		$

Final pay ☐ Y

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By: _____ Date: _____
Contractor's Signature

Name & Title _____

Sworn and subscribed before me this _____ day of _____
Day Month, Year

Seal:

_____
Notary Public's Signature

ARCHITECT'S / ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, the Architect/ Engineer certifies to the Owner that, to the best of the Architect's/ Engineer's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved

By _____
Architect's / Engineer's Signature

Name & Title _____

Date _____

INSTRUCTIONS

- PSCA-funded projects, and State Agency-owned projects: Two copies of pay. app., each with original signatures and all attachments required.
- Date of first payment application cannot precede the Notice to Proceed's Begin Date.
- Pay. app. must exactly match an attached DCM Form C-10SOV: Schedule of Values.
- A change order must be fully executed before inclusion on a payment application.
- Contractor's signature date cannot precede the payment application date.
- Contractor and Notary signee dates must match.
- Progress schedules must be included with non-final payment applications.
- One payment application per month may be submitted.
- On a final payment application, the following is required for release of retainage: all change orders must be fully executed (signed by all parties and approval authorities) and included in B., the Certificate of Substantial Completion for entire work is fully executed, and all other close-out requirements per General Conditions Article 34 are completed.

APPROVAL

_____
Owner Entity

By _____
Signature

Name & Title _____

Date _____

SCHEDULE OF VALUES (SOV)

DCM Form C-10SOV
Revised October 2021

Project:	DCM (BC) Project Number:
	PSCA Project Number, if any:
Contractor Company:	Application Number:
	Application Date:
	Period From: / Period To:

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value (including fully executed [signed by all parties] change order amounts)	Work Completed: Work Previously Completed (Previous pay app SOV's column F. D is $0 if this SOV is for first pay app.)	Work Completed: Work Completed This Period (Period as noted above)	Total Work Completed to Date (This application SOV's D + E)	Materials Presently Stored (G total greater than $0 must match C-10SM's column E total. This SOV's G amounts are not in this SOV's D nor E amounts.)	Total Work Completed to Date & Materials Presently Stored (This SOV's F + G)	Percent of Contract Completed to Date (This SOV's H / C)	Retainage (This column's Total's cell formula calculates the applicable variable rate)
1.					$ -		$ -		Retainage Variable Rate:
2.					$ -		$ -		
3.					$ -		$ -		If Total Work Completed to Date & Materials Presently Stored (H) is less than or equal to 50% of Total Scheduled Value (C), Retainage = H x 0.05.
4.					$ -		$ -		
5.					$ -		$ -		
6.					$ -		$ -		
7.					$ -		$ -		
8.					$ -		$ -		
9.					$ -		$ -		
10.					$ -		$ -		
11.					$ -		$ -		
12.					$ -		$ -		
13.					$ -		$ -		
14.					$ -		$ -		Once H exceeds 50% of C and up until project is complete, Retainage = C x 0.025.
15.					$ -		$ -		
16.					$ -		$ -		
17.					$ -		$ -		
18.					$ -		$ -		
19.					$ -		$ -		
20.					$ -		$ -		
21.					$ -		$ -		There will be no retainage on final payment application.
22.					$ -		$ -		
23.					$ -		$ -		
24.					$ -		$ -		
25.					$ -		$ -		
	TOTALS:	$ -	$ -	$ -	$ -	$ -	$ -		$ -
This pay app SOV's column totals must match amounts in this pay app Form C-10 per the following indicated Form C-10 line #s:		C.	None	None	1.	2.	3.	3.	4.

Note: If this SOV's column G: Materials Presently Stored includes any amounts other than $0, then DCM Form C-10SM: Inventory of Stored Materials with back-up receipts must be submitted as part of the payment application documentation.

INVENTORY OF STORED MATERIALS

DCM Form C-10SM
Revised October 2021

Project:	DCM (BC) No.:
	PSCA No, if any:
Contractor Company:	For Estimate No.:
	For Period Ending:

A	B	C	D	E
Description	**Materials Stored Last Period**	**Materials Purchased This Period** (period noted above)	**Materials Used This Period** (period noted above)	**Materials Presently Stored** (B + C - D)
TOTALS:				

Instructions:

- This Form C-10SM must be submitted as part of the payment application documentation when a Materials Presently Stored amount of anything greater than $0 is noted on line 2 of DCM Form C-10: Application and Certificate for Payment.
- Receipts must be provided as attachments to this form C-10SM for all amounts placed in Column C: Materials Purchased This Period.
- The total $ amount of this Form C-10SM's column E: Materials Presently Stored must match both Form C-10's line 2: Materials Presently Stored, and Form C-10SOV: Schedule of Values' total $ amount of Column G: Materials Presently Stored.
- The $ amounts in this current Form C-10SM's Column D: Materials Used This Period are amounts that must all be included in the current payment application's Form C-10SOV's Column E: Work Completed This Period.
- The $ amounts in this current Form C-10SM's Column E: Materials Presently Stored are the amounts that must be listed in the next payment application's Form C-10SM's Column B: Materials Stored Last Period.

SAMPLE PROGRESS SCHEDULE & REPORT	CONTRACTOR (Contractor may use own form in lieu of Form C-11):	DATE OF REPORT:
DCM (BC) No.:		
PSCA projects: PSCA No.:		PROCEED DATE:
PROJECT:	ARCHITECT/ENGINEER:	PROJECTED COMPLETION DATE:

	WORK DIVISION	%	AMOUNT													
1.	GENERAL REQUIREMENTS															
2.	SITEWORK															
3.	CONCRETE															
4.	MASONRY															
S.	METALS															
6.	WOOD AND PLASTIC															100%
7.	THERMAL AND MOISTURE PROTECTION															90%
8.	DOORS AND WINDOWS															80%
9.	FINISHES															70%
10.	SPECIALTIES															60%
11.	EQUIPMENT															50%
12.	FURNISHINGS															40%
13.	SPECIAL CONSTRUCTION															30%
14.	CONVEYING SYSTEMS															20%
1S.	MECHANICAL															10%
16.	ELECTRICAL															0%
TOTAL ORIG. CONTRACT		100%														
ANTICIPATED DRAW IN $1,000																
ACTUAL DRAW IN $1,000																

LEGEND: ANTICIPATED ACTIVITY — ACTUAL ACTIVITY — ANTICIPATED CASH FLOW — ACTUAL CASH FLOW

USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.

This form is provided solely for the purpose of inclusion in the project manual. A Construction Contract for fully locally-funded K-12 projects must be initiated via the appropriate DocuSign link from DCM's webpage https://dcm.alabama.gov/forms_publicK12.aspx by the Lead Design Professional Firm.

CONTRACT CHANGE ORDER

Change Order No. _____ **Date** _____ **DCM (BC) No.** _____

TO: (*Contractor*) Co. Name: Address:	**PROJECT:**

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated _____

_____.

FURNISH the necessary labor, materials, and equipment to (*Description of work to be done or changes to be made. If the description is continued in an attachment, identify the attachment below; only use an attachment if fields below become full.):*

Description continued from Page 1:

ORIGINAL CONTRACT SUM $ _____

NET TOTAL OF PREVIOUS CHANGE ORDERS $ _____

PREVIOUS REVISED CONTRACT SUM $ _____

THIS CHANGE ORDER WILL INCREASE DECREASE THE CONTRACT SUM BY $ _____

REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER $ _____

EXTENSION OF TIME resulting from this Change Order None *or* _____ Calendar days.

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

_____
Architectural/Engineering Firm

Recommended By _____

Name & Title _____

APPROVAL

ALABAMA STATE DEPARTMENT OF EDUCATION (SDE)

(Required for locally-funded, SDE projects.)

By _____ Date: _____
State Superintendent of Education

CONTRACTING PARTIES

_____
Contractor Company

By _____

Name & Title _____

_____
Awarding Authority/Owner Entity

By _____

Name & Title _____

CONSENT OF SURETY (for additive $ change orders only)

_____
Surety Company

By _____
(Attach current Power of Attorney)

Name & Title _____

Routing of the Construction Contract to reviewers and e-signers is automated through DocuSign. DocuSign links for fully locally-funded contract documents are available from DCM's webpage https://dcm.alabama.gov/forms_publicK12.aspx.

TO: Alabama Department of Finance
Real Property Management
Division of Construction Management
770 Washington Avenue, Suite 444
Montgomery, Alabama 36104
(334) 242-4082 FAX (334) 242-4182

CHANGE ORDER JUSTIFICATION

Change Order No. _____

Date: _____

DCM (BC) No. _____

Purpose and instructions on next page.
Do not staple this form and/or attachments; use clips.

(A)

PROJECT NAME & LOCATION:	OWNER ENTITY NAME & ADDRESS:
CONTRACTOR COMPANY NAME & ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME & ADDRESS:

(B) DESCRIPTION OF PROPOSED CHANGE(S): ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)

AMOUNT: ☐ ADD ☐ DEDUCT $_____ TIME EXTENSION: _____ CALENDAR DAYS

(C) ORIGINAL CONTRACT AMOUNT PREVIOUS C.O.'s _____ THRU _____ CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER

$_____ + $_____ = $_____

(D) JUSTIFICATION FOR NEED OF CHANGE(S):

(E) JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:

(F) ARCHITECT / ENGINEER'S EVALUATION OF PROPOSED COST:

(G)

CHANGE ORDER RECOMMENDED	CHANGE ORDER JUSTIFIED AND APPROVED
_____ ARCHITECTURAL / ENGINEERING FIRM NAME	_____ LOCAL OWNER ENTITY NAME
By: _____ ARCHITECT / ENGINEER'S SIGNATURE	By: _____ OWNER'S SIGNATURE
By: _____ OWNER'S PROJECT REPRESENTATIVE'S SIGNATURE	By: _____ OWNER'S LEGAL COUNSEL'S SIGNATURE

CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

PURPOSE

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

I. Minor Changes for a monetary value less than required for competitive bidding.

II. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work.

III. Emergencies arising during the course of the work of the contract.

IV. Bid alternates provided for in the original bidding where there is no difference in price of the change order from the original best bid on the alternate.

V. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed 10% of the contract price.

Under these guidelines the cumulative total of Change Orders, including any negotiations to bring the original contract price within the funds available, would become questionable if the total of such changes and negotiations exceed 10% of the original contract price. These guidelines are not intended to interfere with the Awarding Authority's good faith discretion to respond to specific situations in the public's best interest. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to the Division of Construction Management (DCM).

INSTRUCTIONS

The CHANGE ORDER JUSTIFICATION is to be prepared by the design professional, who has evaluated the fairness and reasonableness of the proposed cost of the change(s) and recommends that the proposed Change Order be executed. The fully executed Form B-11: CHANGE ORDER JUSTIFICATION must accompany the proposed DCM Form C-12: Change Order. Instructions for completing the B-11 form are:

1. Insert the proposed Change Order Number, date of the Justification, and DCM (BC) Project Number in the spaces provided in the upper right-hand corner.

2. **Section (A):** Insert the complete name and address of the PROJECT, OWNER, CONTRACTOR, AND ARCHITECT/ENGINEER.

3. **Section (B):** Provide a complete description of the proposed changes in work, referring to and attaching revised specifications and/or drawings as appropriate. An attachment may be used if additional space is needed, but insert the proposed amount and time extension of the change(s) in the spaces provided. **Attached a copy of the contractor's detailed cost proposal.**

4. **Section (C):** Insert the Original Contract amount, the net increase or decrease of previous Change Orders, and the Current Contract amount (preceding the currently proposed Change Order).

5. **Section (D):** Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work.

6. **Section (E):** Explain why award of the changed work to the existing contractor instead of awarding the work under the competitive bid process is justified.

7. **Section (F):** The design professional must state his evaluation of the reasonableness and fairness of the proposed costs based upon his review of the contractor's proposal.

8. **Section (G):** The design professional must recommend the Change Order to the Owner by signing the document; the Owner may require such recommendation from other individuals. The Owner must sign the document indicating that they believe change order action in lieu of the competitive bid process is justified for the proposed change(s). **Review of the matter and signing of the document by the Owner's legal counsel is highly recommended. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to DCM.**

GENERAL CONTRACTOR'S ROOFING GUARANTEE

DCM Project No. _____

Project Name & Address	Project Owner Entity(ies) Name(s) & Address(es)

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

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.

2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.

3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

A. Specifically excluded from this Guarantee are damages to the work, other parts of thc building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.

B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.

C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.

D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

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

_____
General Contractor's Authorized Signature

_____
Typed Namc and Title

GENERAL CONTRACTOR'S FIVE YEAR BUILDING ENVELOPE GUARANTEE

Project Name and Address:	Owner's Name and Address:
Architect's Name and Address: LATHAN ASSOCIATES ARCHITECTS, P.C. 300 Chase Park South, Suite 200 Hoover, AL 35244 Architect's Job No.:_____	General Contractor's Name, Address, and Phone No.:
EFFECTIVE DATES OF GUARANTEE: Start: _____ (Date of Substantial Completion) Period: Five (5) Years	

General Contractor warrants to the Owner (named above) for a period of Five Years the entire Building Envelope will be weathertight, moisture and wind impermeable and uncompromised as a result of materials and/or workmanship provided. Should any portion of the Building Envelope develop moisture and/or wind infiltration during the warranty period, the General Contractor shall promptly address, employ clean-up and temporary measures to prevent further resultant damage and provide corrections to the Building Envelope and/or consequently damaged work of such quality consistent with the original scope of work as deemed by the Architect. Corrective work shall be subject to special scheduling as required to prevent disruption of the Owner's ongoing operations and shall be subject to the same General Conditions and work ethics as required for the original work.

Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection and any damage caused by such addition. If this contract is for an addition to an existing building, then this guarantee covers the work involved at the point of connection.

Upon discovery, the Owner shall promptly notify the General Contractor of observed or suspected compromises and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such.

The General Contractor shall be afforded reasonable and scheduled opportunity to make periodic preventative observations of the work associated with this warranty.

This Building Envelope Warranty shall be effective concurrently with the required DCM Form C-9 General Contractor's Roofing Guarantee and both shall be submitted fully executed as independent documents to the Architect at the time of the Final Inspection.

This instrument has been duly executed this day of_____, 20 .

_____
General Contractor's Authorized Signature

_____
Typed Name and Title

TO: Alabama Department of Finance
Real Property Management
Division of Construction Management
770 Washington Avenue, Suite 444
Montgomery, AL 36130-1150
(334) 242-4082

Do not staple this form and/or attachments; use clips.
Print single-sided; do not submit double-side printed documents.

DCM Form C-13
Revised November 2022;
(Note: Use DCM Form C-13A for fully locally-funded K-12 & Public 4-Year University Capital Improvement, HVAC, & Roof Projects with both a total cost of $750,000 or Less and a contract awarded on or after 10/01/22)

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON NEXT PAGE

DCM (BC) No. _____

OWNER ENTITY NAME AND ADDRESS:	ARCHITECTURAL / ENGINEERING FIRM NAME AND ADDRESS:
Email to receive executed copy: _____	Email to receive executed copy: _____
CONTRACTOR COMPANY NAME AND ADDRESS:	BONDING COMPANY NAME AND ADDRESS:
Email to receive executed copy: _____	Email to receive executed copy: _____
PROJECT:	

Substantial Completion has been achieved for ☐ the entire Work ☐ the following portion of the Work:

_____

_____.

The Date of Substantial Completion of the Work covered by this certificate is established to be _____.

"Substantial Completion" means the designated Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. The Date of Substantial Completion is the date upon which all warranties for the designated Work commence, unless otherwise agreed and recorded herein.

Punch List: A _____ page list of items to be completed or corrected prior to the Owner's approval of Final Payment is attached hereto, but does not alter the Contractor's responsibility to complete or correct all Work in full compliance with the Contract Documents. The Contractor shall complete or correct all items on the attached list, ready for re-inspection for Final Acceptance, within 30 days after the above Date of Substantial Completion, unless another date is stated here: _____.
If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

Only <u>one</u> (1) originally executed substantial completion form shall be routed for signature. DCM office will mail the fully-executed original to the Owner and email copies to all parties.

RECOMMENDED BY *(signature and email address required)*:	
ARCHITECT/ENGINEER: _____	DATE: _____
CONTRACTING PARTIES:	
CONTRACTOR: _____	DATE: _____
OWNER: _____	DATE: _____
_____	DATE: _____
APPROVALS:	
DCM INSPECTOR: _____	DATE: _____
DCM CHIEF INSPECTOR: _____	DATE: _____
DCM DIRECTOR: _____	DATE: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION ROUTING PROCEDURE

Only one (1) originally executed substantial completion form shall be routed for signature. DCM office will mail the fully-executed original to the owner and email copies to all parties.

ARCHITECT/ENGINEER: Sign and date document, then mail it to Contractor. Provide Owner with DCM Inspector's name & field office address; territories and addresses are available at www.dcm.alabama.gov/staff.aspx.

CONTRACTOR: Sign and date document, then mail it to Owner.

OWNER: Sign and date document, then mail it to DCM Inspector's field office address; DCM Inspector territories and addresses are available at www.dcm.alabama.gov/staff.aspx.

DCM INSPECTOR: Sign and date document, then mail it to DCM Montgomery office.

DCM OFFICE: After review and signature/date by DCM Chief Inspector and DCM Director, DCM office will mail the fully-executed original document to Owner and will email copies to all parties.

NOTICE

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

Also, any standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such guarantees.

SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

that _____,
(*Contractor Company Name*)
Contractor, has completed the Contract for ☐(Construction) ☐(Renovation) ☐(Alteration) ☐(Equipment) ☐(Improvement) of (*Name of Project*):

at _____

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

_____

_____
(*Architect / Engineer*)

_____
(Contractor)

_____
(Business Address)

NOTE: This notice must be run for a minimum of three weeks for projects of $100,000.00 or more. For acceptable methods of advertisement, see General Conditions of the Contract, Article 34. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Payment of Debts and Claims

To Owner (*Entity name and address*):	**Project** (*Same as appears in the Construction Contract*):

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Construction Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Supporting Documents Attached Hereto:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. DCM Form C-20, Consent of Surety to Final Payment, may be used for this purpose.

   Indicate attachment: ☐ Yes ☐ No

The following supporting document should be attached hereto if required by the Owner:

1. Contractor's Release of Waiver of Liens.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment supplies, to the extent required by the Owner, accompanied by the list thereof.
3. Contractor's Affidavit of Release of Liens, DCM Form C-19.

Contractor (*Insert company name and address*):

By:_____
Signature of authorized representative

_____
Name and Title

Sworn to and subscribed before me this _____ day

of _____, _____.

_____
Notary Public's Signature

My commission expires: _____

Seal:

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Contractor's Affidavit of Release of Liens

To Owner (*Entity name and address*):	**Project** (*Same as appears in the Construction Contract*):

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Construction Contract referenced above.

EXCEPTIONS:

Supporting Documents Attached Hereto:

1. Contractor's Release of Waiver of Liens.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment supplies, to the extent required by the Owner, accompanied by the list thereof.

Contractor (*Insert company name and address*):

By: _____
Signature of authorized representative

_____
Name and Title

Sworn to and subscribed before me this _____ day

of _____, _____.

_____
Notary Public's Signature

My commission expires: _____

Seal:

DCM Form C-20
August 2021

DCM (BC) Number: _____

PSCA Projects: PSCA Number: _____

Date of the Construction Contract: _____

Surety's Bond Number: _____

CONSENT OF SURETY TO FINAL PAYMENT

To Owner (*Entity name and address):*	**Project** (*Same as appears in the Construction Contract*):

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

Owner (*Insert name and address of Entity*):

as set forth in said Surety's bond.

SIGNED AND SEALED this _____ day of _____, _____.

SURETY:

Seal:

_____
Company Name

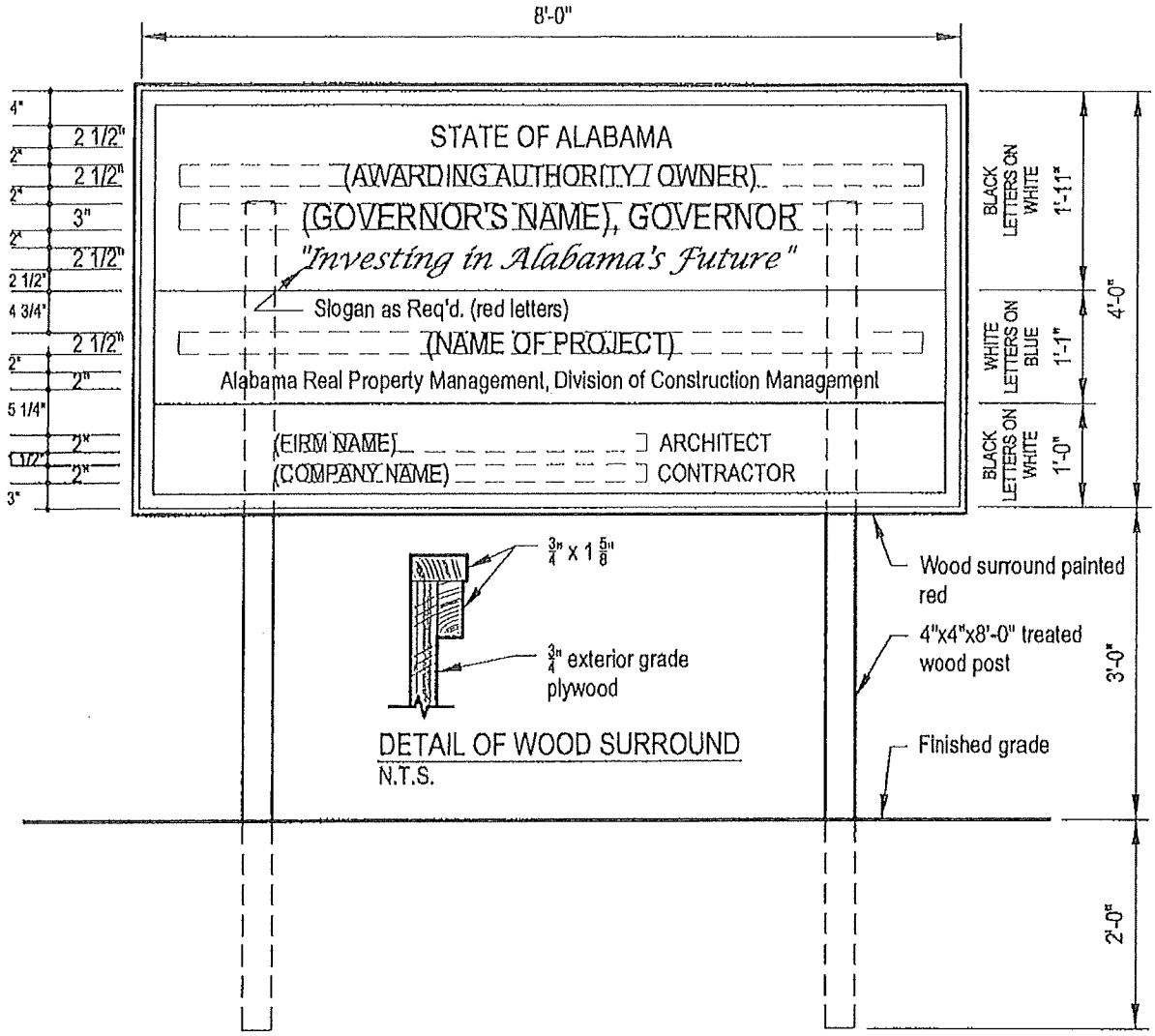
By _____
Signature of Authorized Representative

_____
Printed Name and Title

Note: Original Power of Attorney for the Surety's signatory shall be furnished with each of the original forms to be attached to each of the four (4) final payment forms.

DETAIL OF PROJECT SIGN

N.T.S.



DETAIL OF WOOD SURROUND

N.T.S.

Notes:

1. Fully locally-funded State Agency, Public University and ACCS projects: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is $100,000.00 or more, Contractor shall furnish and erect a project sign.
   Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner, if project sign is requested by Owner, include DCM Form C-15 in the project manual.
   Partially or fully PSCA-funded projects: DCM Form C-15 must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.
2. Sign to be constructed of ¾" exterior grade plywood.
3. Paint with two coats best grade exterior paint before letters are painted. Option: In lieu of painted lettering on plywood, a corrugated plastic sign (displaying the same lettering, layout and colors as above) may be secured directly to the unpainted exterior grade plywood.
4. Sign shall be placed in a prominent location and easily readable from existing street or roadway.
5. Sign shall be maintained in good condition until project completion.
6. Slogan: Act 2020-167's title *"Investing In Alabama's Future"* should be placed on the project signs of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

GENERAL CONDITIONS of the CONTRACT

CONTENTS

ARTICLE 1
DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

A. ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT: The Technical Staff of the Alabama Division of Construction Management.

B. ARCHITECT: The Architect is the person or entity lawfully licensed to practice architecture in the State of Alabama, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect in the Construction Contract. The term "Architect" means the Architect or the Architect's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect. If the primary design professional for the Project is a Professional Engineer, the term "Engineer" shall be substituted for the term "Architect" wherever it appears in this document.

C. COMMISSION: The former Alabama Building Commission, for which the Alabama Division of Construction Management has been designated by the Legislature as its successor.

D. CONTRACT: The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:

(1) Construction Contract
(2) Performance and Payment Bonds
(3) Conditions of the Contract (General, Supplemental, and other Conditions)
(4) Specifications
(5) Drawings
(6) Contract Change Orders
(7) Modifications to the Construction Contract (applicable to PSCA Projects)

E. CONTRACT SUM: The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term "Contract Sum" means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.

F. CONTRACT TIME: The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner or Director. The Date of Substantial Completion is the date established in accordance with Article 32. The term "Contract Time" means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

G. CONTRACTOR: The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

H. DCM: The Alabama Division of Construction Management.

I. DCM PROJECT INSPECTOR: The member of the Technical Staff of the Alabama Division of Construction Management to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.

J. DEFECTIVE WORK: The term "Defective Work" shall apply to: **(1)** any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, **(2)** in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, **(3)** substitutions and deviations not properly submitted and approved or otherwise authorized, **(4)** temporary

supports, structures, or construction which will not produce the results required by the Contract Documents, and **(5)** materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

K. DIRECTOR: The Director of the Alabama Division of Construction Management.

L. DRAWINGS: The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.

M. NOTICE TO PROCEED: A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.

N. OWNER: The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner" as used herein shall be synonymous with the term "Awarding Authority" as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.

O. THE PROJECT: The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.

P. PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.

Q. SPECIFICATIONS: The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.

R. SUBCONTRACTOR: A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term "Subcontractor" means a Subcontractor or its authorized representatives.

S. THE WORK: The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor's obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2
INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

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

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

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

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

(2) Words or phrases used in the Contract Documents which have well-known technical or

construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

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

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

(5) Any portions of the Contract Documents written in longhand must be initialed by all parties..

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

F. SEVERABILITY.

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

By executing the Construction Contract the Contractor represents to the Owner:

A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.

B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.

C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

Unless otherwise provided in the Contract Documents, twenty sets of Drawings and Project Manuals will be furnished to the Contractor by the Architect without charge. Other copies requested will be furnished at reproduction cost.

ARTICLE 5
OWNERSHIP of DRAWINGS

All original or duplicated Drawings, Specifications, and other documents prepared by the Architect, and furnished to the Contractor are the property of the Architect and are to be used solely for this Project and not to be used in any manner for other work. Upon completion of the Work, all copies of Drawings and Specifications, with the exception of the Contractor's record set, shall be returned or accounted for by the Contractor to the Architect, on request.

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

(1) The term "Construction Methods" means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Article 14.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

B. SUPERINTENDENT

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall:
(a) have full authority to receive instructions from the Architect or Owner and to act on those instructions and **(b)** be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Architect in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner's review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

ARTICLE 7
REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

A. In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

B. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.

(1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

(2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

C. If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.

D. If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8
SURVEYS by CONTRACTOR

A. The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.

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

ARTICLE 9
SUBMITTALS

A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.

C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.

D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:

(1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
(2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and

with the Contractor's intended Construction Methods.

E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.

F. In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.

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

H. DEVIATIONS

(1) The Architect is authorized by the Owner to approve "minor" deviations from the requirements of the Contract Documents. "Minor" deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not "minor" may be authorized only by the Owner through the Change Order procedures of Article 19.

(2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a "Deviation from Contract Requirements" (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect's attention to, and request specific approval of, the deviation. Otherwise, the Architect's approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.

(3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

I. ARCHITECT'S REVIEW and APPROVAL

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

may detect during this review. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

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

B. "POSTED" SET

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

C. RECORD SET

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

D. The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, DCM Project Inspector, and their representatives.

ARTICLE 11
"AS-BUILT" DOCUMENTS

A. Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of "As-built" documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of "As-built' documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.

B. The Contractor shall use the following methods for incorporating information into the "As-built" documents:

(1) Drawings

(a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.

(b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.

(c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.

(d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.

(e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

(2) Project Manual

(a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.

(b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.

(c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the "As-built" documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12
PROGRESS SCHEDULE

(Not applicable if the Contract Time is 60 days or less.)

A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using DCM Form C-11, "Sample Progress Schedule and Report", (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.

C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, it may be used in lieu of DCM Form C-I I.

D. The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.

B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter

referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.

C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.

D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14
SAFETY and PROTECTION of PERSONS and PROPERTY

A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

B. The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:

(1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;

(2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and

(3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.

C. The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

D. The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.

E. The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.

F. If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.

G. The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.

H. The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.

I. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.

J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15
HAZARDOUS MATERIALS

A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and

immediately notify the Architect and Owner of the condition in writing.

C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.

D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.

E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16
INSPECTION of the WORK

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.

(2) The Architect, Owner, Director, DCM Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.

(3) The Architect will inspect the Work as a representative of the Owner. The Architect's inspections may be supplemented by inspections by the DCM Project Inspector as a representative of the Alabama Division of Construction Management.

(4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

B. TYPES of INSPECTIONS

(1) SCHEDULED INSPECTIONS and CONFERENCES. Scheduled Inspections and Conferences are conducted by the Architect, scheduled by the Architect in coordination with the Contractor and DCM Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the DCM Project Inspector. Scheduled Inspections and Conferences of this Contract include:

(a) Pre-construction Conference.

(b) Pre-roofing Conference (not applicable if the Contract involves no roofing work)

(c) Above Ceiling Inspection(s): An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

(d) Final Inspection(s): A Final Inspection shall establish that the Work, or a designated portion of the Work, is Substantially Complete in accordance with Article 32 and is accepted by the Architect, Owner, and DCM Project Inspector as being ready for the Owner's occupancy or use. At the conclusion of this inspection, items requiring correction or completion ("punch list" items) shall be minimal and require only a short period of time for accomplishment to establish Final Acceptance of the Work. If the Work, or designated portion of the Work, includes the installation, or modification, of a fire alarm system or other life safety systems essential to occupancy, such systems shall have been tested and appropriately certified before the Final Inspection.

(e) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Architect's report of this inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

(2) PERIODIC INSPECTIONS. Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, and the DCM Project Inspector, jointly or independently, with or without advance notice to the Contractor.

(3) SPECIFIED INSPECTIONS and TESTS. Specified Inspections and Tests include inspections, tests, demonstrations, and approvals that are either specified in the Contract Documents or required by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, to be performed by the Contractor, one of its Subcontractors, or an independent testing laboratory or firm (whether paid for by the Contractor or Owner).

C. INSPECTIONS by the ARCHITECT

(1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations as defined in Article 9 and "minor" changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.

(2) The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations and as otherwise necessary to:

(a) become generally familiar with the in-progress and completed Work and the quality of the Work,

(b) determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,

(c) visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,

(d) endeavor to guard the Owner against Defective Work,

(e) review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and

(f) keep the Owner fully informed about the Project.

(3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and DCM Project Inspector, any Defective Work recognized by the Architect.

(4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect's reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.

(5) "Inspections by the Architect" includes appropriate inspections by the Architect's consultants as dictated by their respective disciplines of design and the stage of the Contractor's operations.

D. INSPECTIONS by the DCM PROJECT INSPECTOR

(1) The DCM Project Inspector will:

(a) participate in scheduled inspections and conferences as practicable,

(b) perform periodic inspections of in-progress and completed Work to ensure code compliance of the Project and general conformance of the Work with the Contract Documents, and

(c) monitor the Contractor's progress and performance of the Work.

(2) The DCM Project Inspector shall have the authority to:

(a) reject Work that is not in compliance with the State Building Code adopted by the DCM, unless the Work is in accordance with the Contract Documents in which case the DCM Project Inspector will advise the Architect to initiate appropriate corrective action, and

(b) notify the Architect, Owner, and Contractor of Defective Work recognized by the DCM Project Inspector.

(3) The DCM Project Inspector's periodic inspections will usually be scheduled around key stages of construction based upon information reported by the Architect. As the Architect or Owner deems appropriate, the DCM Project Inspector, as well as other members of the Technical Staff, can be requested to schedule special inspections or meetings to address specific matters. The written findings of DCM Project Inspector will be transmitted to the Owner, Contractor, and Architect.

(4) The DCM Project Inspector is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents, to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner. The Contractor shall not proceed with Work as a result of instructions or findings of the DCM Project Inspector which the Contractor considers to be a change to the requirements of the Contract Documents without written authorization of the Owner through the Architect.

E. UNCOVERING WORK

(1) If the Contractor covers a portion of the Work before it is examined by the Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

F. SPECIFIED INSPECTIONS and TESTS

(1) The Contractor shall schedule and coordinate Specified Inspections and Tests to be made at appropriate times so as not to delay the progress of the Work or the work of the Owner or separate contractors. If the Contract Documents require that a Specified Inspection or Test be witnessed or attended by the Architect or Architect's consultant, the Contractor shall give the Architect timely notice of the time and place of the Specified Inspection or Test. If a Specified Inspection or Test reveals that Work is not in compliance with requirements of the Contract Documents, the Contractor shall bear the costs of correction, repeating the Specified Inspection or Test, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services. Through appropriate Contract Change Order the Owner shall bear costs of tests, inspections or approvals which become Contract requirements subsequent to the receipt of bids.

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is

not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

(3) Unless otherwise required by the Contract Documents, required certificates of Specified Inspections and Tests shall be secured by the Contractor and promptly delivered to the Architect.

(4) Failure of any materials to pass Specified Inspections and Tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

ARTICLE 17
CORRECTION of DEFECTIVE WORK

A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.

B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.

C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: **(1)** additional testing and inspections, including repeating Specified Inspections and Tests, **(2)** reasonable services and expenses of the Architect, and **(3)** the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18
DEDUCTIONS for UNCORRECTED WORK

If the Owner deems it advisable and in the Owner's interest to accept Defective Work, the Owner may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Owner, is offered by the Contractor.

ARTICLE 19
CHANGES in the WORK

A. GENERAL

(1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be

authorized only by the Owner.

(2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

(3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.

(4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.

(5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.

(6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.

(7) All change orders require DCM Form C-12: Contract Change Order and DCM Form B-11: Change Order Justification. Only Change Orders 10% or greater of the current contract amount require the Owner's legal advisor's signature on DCM Form B-11: Change Order Justification.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:
(1) Lump Sum. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) Unit Price. By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) Force Account. By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall

receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

(a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;

(b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;

(c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;

(d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;

(e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. **Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

(a) with the Contractor's cost proposal stating the number of days of extension requested, or

(b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated

time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Architect will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Architect may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

(a) identifies the Contractor's accepted or negotiated proposal for the change,
(b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
(c) states that funds are available to pay for the change, and
(d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

(a) determine with the Contractor a sufficient maximum amount to be authorized for the change and
(b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

ARTICLE 20
CLAIMS for EXTRA COST or EXTRA WORK

A. If the Contractor considers any instructions by the Architect, Owner, DCM Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect

written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.

B. The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, **(2)** that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and **(3)** an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.

C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.

D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:

(1) The cited instruction is rescinded.

(2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.

(3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

E. If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21
DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

(1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or

(2) unknown physical conditions at the Project site which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in construction activities of the character required by the Contract Documents.

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing

Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22
CLAIMS for DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 23
DELAYS

A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.

B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;

(1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,

(2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and

(3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.

C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual

written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.

D. The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:
(1) the result of bad faith or active interference or
(2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

ARTICLE 24
RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

(1) As used in this Article, "Claims and Disputes" include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.

(2) "Resolution" addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

B. CONTINUANCE of PERFORMANCE

An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

C. GOOD FAITH EFFORT to SETTLE

The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort, with the Architect's assistance and advice, to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph D or E below, whichever applies.

D FINAL RESOLUTION for STATE-FUNDED CONTRACTS

(1) If the Contract is funded in whole or in part with state funds, the final Resolution of Claims

and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner shall be by the Director, whose decision shall be final, binding, and conclusive upon the Contractor, its Surety, and the Owner.

(2) When it becomes apparent to the party asserting a Claim (the Claimant) that an impasse to mutual resolution has been reached, the Claimant may request in writing to the Director that the Claim be resolved by decision of the Director. Such request by the Contractor (or its Surety) shall be submitted through the Owner. Should the Owner fail or refuse to submit the Contractor's request within ten days of receipt of same, the Contractor may forward such request directly to the Director. Upon receipt of a request to resolve a Claim, the Director will instruct the parties as to procedures to be initiated and followed.

(3) If the respondent to a Claim fails or refuses to participate or cooperate in the Resolution procedures to the extent that the Claimant is compelled to initiate legal proceedings to induce the Respondent to participate or cooperate, the Claimant will be entitled to recover, and may amend its Claim to include, the expense of reasonable attorney's fees so incurred.

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

If the Contract is funded in whole with funds provided by a city or county board of education or other local governmental authority and the Contract Documents do not stipulate a binding alternative dispute resolution method, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor (or its Surety) and the Owner, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel or by submission to the Director in accordance with preceding Paragraph D.

ARTICLE 25
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy of the Work or work by the Owner or separate contractors, the Architect may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

ARTICLE 26
OWNER'S RIGHT to STOP or SUSPEND the WORK

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated;

however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

(1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.

(2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

ARTICLE 27
OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

(1) Causes: The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:

(a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;

(b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;

(c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;

(d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;

(e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or

(f) is otherwise guilty of a substantial breach of the Contract.

(2) Procedure for Unbonded Construction Contracts (Generally, contracts less than $100,000):

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the

written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.

(d) At the expiration of the seven days of the termination notice, the Owner may:

.1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

(e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.

(f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

(g) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.

(3) Procedure for Bonded Construction Contracts (Generally, contracts of $100,000 or more):

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.

(d) Demand on the Performance Bond: With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.

(e) Surety Claims: Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However, the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner,

through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

(f) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.

(4) Wrongful Termination: If any notice of termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph B below.

B. TERMINATION by the OWNER for CONVENIENCE

(1) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.

(2) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:

(a) stop Work as specified in the notice;

(b) enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;

(c) terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;

(d) take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and

(e) complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The Contractor shall be entitled to receive payment for reasonable anticipated overhead ("home office") and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect

by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

ARTICLE 28
CONTRACTOR'S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

If all of the Work is suspended or delayed for the Owner's convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor's receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner's convenience pursuant to Article 27.B.

B. NONPAYMENT

The Owner's failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Architect (Certified pursuant to Article 30) shall be just cause for the Contractor to give the Owner fourteen days' written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.

(1) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Article 26, Paragraph B.

(2) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Article 27, Paragraph B.

ARTICLE 29
PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

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

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a DCM Form C-10SOV, Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be printable on 8.5" × 11" for DCM's scanning purposes and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

(1) Based on the approved Schedule of Values, each DCM Form C-10, Application and Certificate for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment. One payment application per month may be submitted. Each DCM Form C-10, Application and Certificate for Payment shall match to the penny and be accompanied by an attached DCM Form C-10SOV, Schedule of Values.

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 30. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 30 and delivered to the Owner.

(4) Two copies of DCM Form C-10, Application and Certificate for Payment containing original signatures, with each copy of DCM Form C-10 to include all attachments, shall be submitted to DCM for review following the Contractor's, Notary's (for hardcopy submittals), Architect's and Owner's signatures.

D. MATERIALS STORED OFF SITE

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

(1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;

(2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;

(3) the Architect is provided with a detailed inventory of the stored materials or equipment and

the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;

(4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and

(5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

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

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

F. CONTRACTOR'S CERTIFICATION

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

(2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Architect and Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

A. The Architect's review, approval, and certification of Applications for Payment shall be based on

the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

B. Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:

(1) The Architect will approve and certify the Application as submitted and forward it to the Owner as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.

(2) If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.

(3) To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.

C. Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.

D. The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31
PAYMENTS WITHHELD

A. The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:

(1) Defective Work;
(2) filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
(3) the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract

Sum;

(5) damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;

(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or

(7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.

B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.

C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.

(1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.

(2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.

D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.

E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32
SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, Owner, and Technical Staff of the Alabama Division of Construction Management.

B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a

Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.

C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

(1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Alabama Division of Construction Management.

(2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:

(a) the Work, or designated portion of the Work, is accepted by the Architect, Owner, and Alabama Division of Construction Management as being ready for occupancy,

(b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance), and

(c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

(3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.

(4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, DCM Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion. The Alabama Division of Construction Management will not sign the Certificate of Substantial Completion in the absence of the roofing guarantees.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

B. BEFORE SUBSTANTIAL COMPLETION

(1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.

(2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:

(a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.

(b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).

(c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.

(d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.

(e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

ARTICLE 34
FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

(1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.

(2) Final Acceptance of the Work.

(3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.

(4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect. Architect prepares DCM Form B-13: Final Payment Checklist and forwards it to the Owner along with the final Application for Payment.

(5) Completion of an Advertisement for Completion pursuant to Paragraph C below.

(6) Delivery by the Contractor to the Owner through the Architect of DCM Form C-18: Contractor's Affidavit of Payment of Debts and Claims, and a Release of Claims, if any, and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.

(7) Consent of Surety to Final Payment, if any, to Contractor. This Consent of Surety is required for projects which have Payment and Performance Bonds.

(8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

(9) See Manual of Procedures Chapter 7, Section L.7 concerning reconciliation of contract time, if any.

B. FINAL ACCEPTANCE of the WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the Certificate(s) of Substantial Completion are accounted for by either: **(1)** their completion or correction by the Contractor and acceptance by the Architect, Owner, and DCM Project Inspector, or **(2)** their resolution under Article 18, Deductions for Uncorrected Work.

C. ADVERTISEMENT for COMPLETION

(1) If the Contract Sum is less than $100,000: Advertisement for Completion shall not apply to contractors performing contracts of less than $100,000.00 in amount. §39-1-1(g)

(2) If the Contract Sum is $100,000 or more: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of three weeks. The contractor can publish a notice in one or more of the following ways:

(a) In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.

(b) On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done. (c) On a website utilized by the awarding authority for publishing notices.

(d) If no newspaper is published in the county in which the work was done, and if the awarding authority does not utilize a website for the purpose of publishing notices, the notice may be given by posting at the courthouse for 30 days, and proof of the posting of the notice shall be given by the awarding authority and the contractor.

Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

D. RELEASE of CLAIMS

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

(1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have

been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

(2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.

(3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

E. EFFECT of FINAL PAYMENT

(1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

- **(a)** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **(b)** failure of the Work to comply with the requirements of the Contract Documents;
- **(c)** terms of warranties or indemnities required by the Contract Documents, or
- **(d)** latent defects.

(2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

ARTICLE 35
CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work as defined in Article 1.

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair

all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The inspection must be scheduled with the Owner, Architect and DCM Inspector. The subsequent delivery of the Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

(1) In addition to any other roof related warranties or guarantees that may be specified in the Contract Documents, the roof and associated work shall be guaranteed by the General Contractor against leaks and defects of materials and workmanship for a period of five (5) years, starting on the Date of Substantial Completion of the Project as stated in the Certificate of Substantial Completion. This guarantee for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The guarantee for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion shall begin on the date of Final Acceptance of the Work.

(2) The "General Contractor's Roofing Guarantee" (DCM Form C-9), included in the Project Manual, shall be executed in triplicate, signed by the appropriate party and submitted to the Architect for submission with the Certificate of Substantial Completion to the Owner and the Division of Construction Management.

(3) This guarantee does not include costs which might be incurred by the General Contractor in making visits to the site requested by the Owner regarding roof problems that are due to lack of proper maintenance (keeping roof drains and/or gutters clear of debris that cause a stoppage of drainage which results in water ponding, overflowing of flashing, etc.), or damages caused by vandalism or misuse of roof areas. Should the contractor be required to return to the job to correct

problems of this nature that are determined not to be related to faulty workmanship and materials in the installation of the roof, payment for actions taken by the Contractor in response to such request will be the responsibility of the Owner. A detailed written report shall be made by the General Contractor on each of these 'Service Calls' with copies to the Architect, Owner and Division of Construction Management.

D. SPECIAL WARRANTIES

(1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

(2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

E. ASSUMPTION of GUARANTEES of OTHERS

If the Contractor disturbs, alters, or damages any work guaranteed under a separate contract, thereby voiding the guarantee of that work, the Contractor shall restore the work to a condition satisfactory to the Owner and shall also guarantee it to the same extent that it was guaranteed under the separate contract.

ARTICLE 36
INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

B. This indemnification does not extend to the liability of the Architect, or the Architect's Consultants, agents, or employees, arising out of **(1)** the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or **(2)** the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.

C. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 37
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

(Provide entire Article 37 to Contractor's insurance representative.)

A. GENERAL

(1) RESPONSIBILITY. The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) INSURANCE PROVIDERS. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) NOTIFICATION ENDORSEMENT. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) INSURANCE CERTIFICATES. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- **(a)** Name and address of authorized agent of the insurance company
- **(b)** Name and address of insured
- **(c)** Name of insurance company or companies
- **(d)** Description of policies
- **(e)** Policy Number(s)
- **(f)** Policy Period(s)
- **(g)** Limits of liability
- **(h)** Name and address of Owner as certificate holder
- **(i)** Project Name and Number, if any
- **(j)** Signature of authorized agent of the insurance company
- **(k)** Telephone number of authorized agent of the insurance company
- **(l)** Mandatory thirty day notice of cancellation / non-renewal / change

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed $25,000.00.

B. INSURANCE COVERAGES

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

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

.1 Bodily Injury by Accident - $1,000,000 each accident

.2 Bodily Injury by Disease - $1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
.1 General Aggregate	$ 2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	$ 2,000,000.00 per Project
.3 Personal and Advertising Injury	$ 1,000,000.00 per Occurrence
.4 Each Occurrence	$ 1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

.1 The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

.2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than $1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY INSURANCE

(a) Commercial Umbrella or Commercial Excess Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial Umbrella or Commercial Excess Limits of:

.1 $ 5,000,000 per Occurrence

.2 $ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella or Commercial Excess Liability Insurance:

.1 The policy shall name the Owner, Architect, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.

.2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

(a) The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

(ii) Partial or complete occupancy by Owner; or

(iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

Exception: projects containing only abatement and/or only demolition do not require Builder's Risk insurance, unless required by the Owner. Note: projects containing any scope of work besides abatement and/or demolition require Builder's Risk insurance.

C. SUBCONTRACTORS' INSURANCE

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) ENFORCEMENT RESPONSIBILITY. The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) BUILDER'S RISK INSURANCE. The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in thc Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are issued, Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

(2) PRODUCTS and COMPLETED OPERATIONS. The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(3) ALL OTHER INSURANCE. The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall not be applicable to loss or damage that occurs after final acceptance of the Work.

ARTICLE 38
PERFORMANCE and PAYMENT BONDS

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond (P&P Bonds), DCM Forms C-6 and C-7 as contained in the Project Manual, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amount. There shall be three original P&P Bonds submitted with original signatures for each of the three contracts required. The P&P bonds must be signed either on the same day or after the construction contract date. Each P&P Bond shall have attached thereto an original power of attorney (POA) of the signing official. The POA signature date must be the same day as the P&P Bond's signature date. All signatures must be present.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than $100,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

C. PAYMENT BOND

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Architect, Owner, or Alabama Division of Construction Management, whomever is recipient of the request.

D. CHANGE ORDERS

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the

contractor's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the one-year warranty period(s) of Article 35.

ARTICLE 39
ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

ARTICLE 40
CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance requirements and the provisions of this Article. If the Contractor considers such actions to involve delay or additional cost under this Contract, notifications and assertion of claims shall be as provided in Article 20 and Article 23.

(2) When separate contracts are awarded, the term "Contractor" in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

B. COORDINATION

Unless otherwise provided in the Contract Documents, the Owner shall be responsible for coordinating the activities of the Owner's forces and separate contractors with the Work of the Contractor. The Contractor shall cooperate with the Owner and separate contractors, shall participate in reviewing and comparing their construction schedules relative to that of the Contractor when directed to do so, and shall make and adhere to any revisions to the construction schedule resulting from a joint review and mutual agreement.

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 40.

D. MUTUAL RESPONSIBILITY

(1) The Contractor shall reasonably accommodate the required introduction and storage of materials and equipment and performance of activities by the Owner and separate contractors and shall connect and coordinate the Contractor's Work with theirs as required by the Contract Documents.

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

(3) The Contractor shall reimburse the Owner for any costs incurred by a separate contractor and payable by the Owner because of acts or omissions of the Contractor. Likewise, the Owner shall be responsible to the Contractor for any costs incurred by the Contractor because of the acts or omissions of a separate contractor.

(4) The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without the written consent of the Owner and separate contractor; such consent shall not be unreasonably withheld. Likewise, the Contractor shall not unreasonably withhold its consent allowing the Owner or a separate contractor to cut or otherwise alter the Work.
(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

ARTICLE 41
SUBCONTRACTS

A. AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Architect, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Architect, Owner, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

ARTICLE 42
ARCHITECT'S STATUS

A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.

B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

Subject to other provisions of the Contract Documents, the following summarizes some of the authority vested in the Architect by the Owner with respect to the Construction Contract and as further described or conditioned in other Articles of these General Conditions of the Contract.

(1) The Architect is authorized to:

(a) approve "minor" deviations as defined in Article 9, Submittals,
(b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
(c) reject or require the correction of Defective Work,
(d) require the Contractor to stop the performance of Defective Work,

(e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
(f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:
(a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,
(b) finally approve or accept any portion of the Work without concurrence of the Owner,
(c) issue instructions contrary to the Contract Documents,
(d) issue Notice of Termination or otherwise terminate the Contract, or
(e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.
(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

(3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

E. ARCHITECT'S DECISIONS

Decisions by the Architect shall be in writing The Architect's decisions on matters relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents. The Architect's decisions regarding disputes arising between the Contractor and Owner shall be advisory.

ARTICLE 43
CASH ALLOWANCES

A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items

covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.

B. Unless otherwise provided in the Contract Documents:

(1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;

(2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;

(3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

C. Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44
PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

(1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

(2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Owner, Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

C. COMPENSATION for INCREASES

The Contractor shall be compensated for additional costs incurred because of increases in tax rates imposed after the date of receipt of bids.

D. ALABAMA IMMIGRATION LAW

Per ACT 2011-535 as codified in Title 31, Chapter 13 of the Code of Alabama, 1975, as amended:

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

E. ALABAMA TRADE BOYCOTT LAW

Per Act 2016-312as codified in Title 41, Chapter 16, Article 1, of the Code of Alabama, 1975, as amended:

The contracting parties affirm, for the duration of the agreement, that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

EE. ALABAMA ECONOMIC BOYCOTT LAW

In compliance with Ala. Act No. 2023-409, by signing this contract, the contracting parties provide written verification that they, without violating controlling law or regulation, do not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if a contracting party employs 10 or more employees and the contract could exceed $15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

F. ACCOUNTING OF SALES TAX EXEMPT PROJECTS

Per Act 2013-205 as codified in Title 40, Chapter 9, Article 1, of the Code of Alabama, 1975, as amended:

In bidding the work on a tax exempt project, the bid form shall provide an accounting for the tax savings.

ARTICLE 45
ROYALTIES, PATENTS, and COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does

not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.

ARTICLE 46
USE of the SITE

A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.

B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.

B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

(a) Cleaning of all painted, enameled, stained, or baked enamel work: Removal of all marks, stains, finger prints and splatters from such surfaces.

(b) Cleaning of all glass: Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.

(c) Cleaning or polishing of all hardware: Cleaning and polishing of all hardware.

(d) Cleaning all tile, floor finish of all kinds: Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.

(e) Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment: Removal of all stickers, rust stains, labels, and temporary covers, and cleaning and conditioning of all manufactured articles, material, fixtures, appliances, and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

ARTICLE 49
LIQUIDATED DAMAGES

A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.

B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated

damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.

C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

D. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50
USE of FOREIGN MATERIALS

A. In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.

B. In the performance of the Work the Contractor agrees to use iron or steel, that are made a permanent part of the structure, produced in the United States if the Contract Documents require the use of iron or steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.

C. If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.

D. This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

ARTICLE 51
PROJECT SIGN

A. Fully locally-funded State Agency and Public Higher Education projects: DCM Form C-15: Detail of Project Sign must be included in the project manual regardless of expected bid amount. If the awarded contract sum is $100,000.00 or more, Contractor shall furnish and erect a project sign. Other conditions besides the contract sum may warrant waiver of this requirement, but only with approval of the Technical Staff.

B. Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner; if project sign is requested by Owner, include DCM Form C-15: Detail of Project Sign in the project manual.

C. Partially or fully PSCA-funded projects: DCM Form C-15: Detail of Project Sign must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of the contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.

When required per the above conditions, the project sign shall be erected in a prominent location selected by the Architect and Owner and shall be maintained in good condition until completion of Work. If the Contract involves Work on multiple sites, only one project sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner. Slogan: The title of the current PSCA Act should be placed on the project sign of all PSCA-funded projects, otherwise the Awarding Authority/Owner's slogan, if any, should be used. If the Awarding Authority/Owner of a fully locally-funded project does not have a slogan, the project sign does not require a slogan.

END of
GENERAL CONDITIONS of the CONTRACT

1.0 - GENERAL

1.1 Summary

A. This Section includes administrative and procedural requirements for alternates.

1. Before submitting proposals, Bidders shall read entire specifications, including all divisions, and familiarize themselves with requirements respecting all Alternates, and also how each section of the work is affected by acceptance or omission of Alternates.

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

3. Bidders shall state on the Bid Form the amount to amend the Base Bid for making the following changes, including all incidental omissions, additions, and adjustments as may be necessary or required by such changes

B. The Owner will award the Alternates in accordance with and as stated in The DCM Instructions to Bidders, 15. A - D and located at the front of this Project Specification Manual.

C. Before signing the Contracts, the successful Contractor should be familiar with all Alternates and requirements. After signing the contracts, there will be no allowance or extra compensation paid to the Contractor because of omission or ignorance of said requirements.

1.2 Definitions

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. 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.

1.3 Procedures

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other work of the Contract.

1.4 Schedule:
A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

ALTERNATE PRICES ARE REQUIRED AS FOLLOWS:

None at this time.

END OF SECTION

1.0 - GENERAL

1.1 Related Documents

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 governing handling and processing allowances.

Selected materials, services and equipment, and in some cases, their installation is shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, services and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order. **Allowances indicated shall be included in the Base Bid or Alternates as indicated.**

B. Types of allowances required include the following:

1. Lump sum allowances.
2. Contingency allowance.

C. Procedures for submitting and handling Change Orders are included in the General Conditions of the Contract, Article 43.

1.3 Selection and Purchase

At the earliest feasible date after Contract award, advise the Architect of the date when the final selection and purchase of each service, product or system described by an allowance must be completed in order to avoid delay in performance of the Work.

A. When requested by the Architect, obtain proposals for each allowance for use in making final selections; including recommendations that are relevant to performance of the Work.

B. Purchase products and systems as selected by the Architect from the designated supplier.

C. Specific service providers, i.e., geotechnical and landscaping, shall be selected by the Owner.

1.4 Submittals

A. Submit proposals for purchase of products or systems included in allowances. Reduction and addition in allowances shall be in the form specified for Change Orders.

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 Contingency Allowances

A. Use the contingency allowance only as directed for the Owner's purposes, and only by written approval which designate amounts to be charged to the allowance.

B. **With the exception of quantity allowances, all allowances indicated are contingency allowances and therefore the Owner may transfer balances for other discretionary uses. Overhead and profit margins SHALL NOT BE ADDED to any amount drawn from original Allowance(s) regardless of the indicated use.**

C. Invoicing Procedures:

1. Each contingency allowance shall be a "line item" on the Schedule of Values which is an attachment to the Application and Certificate for Payment as referenced in the "General Conditions of the Contract, Article 29.B".

2. A copy of actual invoices paid by the Contractor and used against the respective Allowance(s), shall be included with the General Contractor's Application for Payment. This will allow all parties to know the remaining balance of Allowance(s) at all times.

3. Overages:
Contractor shall submit to the Architect all costs associated with prior approved overages of Allowance(s). The Architect will prepare change order for these prior approved overages.

4. Unused Balance:
Prior to final Application of Payment, Contractor shall submit total costs associated with Allowance(s). These costs should correspond with Schedule of Values from previous Applications for Payment plus any new charges. The Architect will prepare a change order to credit unused amounts. All changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.

2.0 - PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 Inspection
Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 Preparation
Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.3 Schedule of Allowances

Allowance No. 1: Include a contingency allowance of $100,000.00 for the Owner's use throughout the project for unforeseen conditions as directed by the Architect.

Allowance No. 2: Include a quantity allowance of 2,500 cubic yards of replacement of unsuitable soils with compacted structural fill. This Base Bid grading shall include the

required cutting and filling of the existing grade to the proposed subgrade elevation. Onsite Geotechnical engineer shall determine if unsuitable soils are present. Unit price is provided for the addition to or deletion from this assumed amount. Refer to Section 02300. This allowance shall include all costs associated with removing unsuitable soil from below subgrade elevation, off-site disposal, and placement of the structural fill as directed by the geotechnical engineer.

Allowance No. 3: Include a contingency allowance of $10,000.00 as an AID -to-Construction for utility fees.

Allowance No. 4: Include a quantity allowance under base bid for providing an additional 1 ton of in-place medium – heavy structural steel system construction, not otherwise indicated, to be shop fabricated, primed, and installed at the direction of the architect. This steel may be used throughout the project at multiple locations of any divisible quantity denomination or location, including but not limited to: lintels, beams, columns, shelf angles, edge angles, bent plates, rebar, joists, etc.

Allowance No. 5: Include a quantity allowance under base bid for providing an additional 1/2 ton of in-place miscellaneous steel system construction, not otherwise indicated, to be fabricated, primed, and installed at the direction of the architect. This steel may be used throughout the project at multiple locations of any divisible quantity denomination or location, including but not limited to: finished railings, clip angles, embeds, stair components, etc.

Allowance No. 6: Include a lump sum allowance of $105,000 to provide and install additional plant, shrub, sod, soil, irrigation, and mulch materials/labor. Unit price is provided for the addition to or deletion from this assumed amount. Refer to Unit Price schedule.

Allowance No. 7: Geogrid
Include a quantity allowance of 5,000 square yards of geogrid to be used in combination with or in lieu of undercutting unsuitable soils. This allowance shall include all costs associated with providing and placement of the geogrid as directed by the geotechnical engineer. Onsite Geotechnical engineer shall determine if unsuitable soils are present. Unit price is provided for the addition to or deletion from this assumed amount.

Allowance No. 8: ALDOT #57 stone
Include a quantity allowance of 500 tons of ALDOT #57 stone to be used in combination with or in lieu of undercutting unsuitable soils. This allowance shall include all costs associated with providing and placement of stone as directed by the geotechnical engineer. Onsite Geotechnical engineer shall determine if unsuitable soils are present. Unit price is provided for the addition to or deletion from this assumed amount.

Allowance No. 9: ALDOT 825B Stone
Include a quantity allowance of 550 tons of ALDOT 825B stone to be used in combination with or in lieu of undercutting unsuitable soils. This allowance shall include all costs associated with providing and placement of stone as directed by the geotechnical engineer. Onsite Geotechnical engineer shall determine if unsuitable soils are present. Unit price is provided for the addition to or deletion from this assumed amount.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary (Special) Conditions and Modifications and other Division - 1 Specifications Sections, apply to work of the Section.

1.2 Project / Work Identification

Project name is New Softball Complex for Trussville City Schools

A. General Description:

1. In general, the project shall consist of selective demolition and new construction including, but not limited to:
   Site work, new single and multi-story buildings, concrete block wall construction, aluminum windows, standing seam roof on composite deck system, on pre-engineered structural metal frame, interior concrete block wall and paint finish, acoustical tile ceiling, hard tile floor and wall finishes, carpet floor finishes, plus plumbing, mechanical and electrical work as required to perform the work under this Contract for Hewitt-Trussville High School and to properly join, connect and finish the new work to bring all to final, finished completion in first class manner ready for use by the Owner, all in strict accordance with Contract Documents including plans and specifications as prepared by Lathan Associates Architects, P. C., Hoover, Alabama; and shall include the furnishing of all labor, materials, equipment and services necessary for the proper completion of the building and other work as called for in the drawings and / or specifications dated March 15, 2024.

2. The Base Bid shall include all work shown or specified.

3. See Section 01010 for Alternates.

4. See Section 01020 for Allowances.

5. It is the intent and requirement under this Contract to accomplish all demolition and preparation necessary to perform the Work under this Contract and to properly join, connect and finish the new work to bring all to final, finished completion in first class manner ready for use by Owner.

B. Contractor's Duties: Except as specifically noted, provide and pay for:

1. Labor, materials and equipment.

2. Tools, construction equipment and machinery.

3. Water, heat, conditioning and utilities required for construction shall be provided by the Contractor.

4. Other facilities and services necessary for the proper execution and completion of the Work. Including hoist if same required for access to site. Provide own telephone service and sanitary portable toilet facilities.

5. Secure and pay for permits, impact fees, government fees, and licenses. This will include, but not be limited to, all permits required by ADEM , the U.S. Army Corp of Engineers and all fees required by State of Alabama, Division of Construction Management.

6. Give required notices.

7. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of the Work.

8. Promptly submit written notice to the Architect of observed variance of Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.

9. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned tasks. **Smoking is prohibited on site.**

10. Comply with Owner's Covid-19 safety measures, and requirements.

11. It is intended that all items and systems shown or specified be furnished and installed complete and fully operational when all work is in place and in use. Where more than one trade is involved, the General Contractor shall be responsible for coordination and resolution of disputes between his subcontractors and material suppliers regarding responsibility for furnishing and installing individual parts, systems, materials, connections, proper separation, hardware, adapters, surface preparation, relationship conflicts, supports, blocking and all similar items required for the complete and fully functional weathertight installation of the work.

C. Related Contract Documents:

Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:

1. Existing site conditions and restrictions on use of the site.

2. Alterations and coordination with existing work.

3. Work to be performed concurrently by the Owner.

4. Work to be performed concurrently by separate contractors.

5. Work to be performed subsequent to work under this Contract.

6. Equipment / Material assigned as work of the Contract.

7. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

8. Safety for and protection for occupancy, operation of existing facilities and construction to remain.

D. Summary by References:

Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary (Special Requirements) Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of the project manual and including, but not necessarily limited to, printed material referenced by any of these.

It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the Contract Documents.

E. The Owner may provide certain items of furniture, equipment, etc. Coordinate for utility rough-in and / or installation.

1.3 Contractor's Use of Premises:

A. General:
During the entire construction period the Contractor shall have the exclusive use of that portion of the phased contract work limits for construction operations, in accord with approved phasing plan schedule.

The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

Use of the Site:
Confine operations at the site to the areas and limits permitted under the Contract and by law, ordinances, permits, and special conditions and special project procedures and coordination sections of the documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

1. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.

2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site. Storage of material in the phased contract work limits shall be confined to noncombustible / non-hazard material that is scheduled for immediate use (no longer than 24-hour storage).

3. Lock mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place. Release hydraulic pressure when equipment is not in use. All vehicles delivering materials to the site shall be manned at all times, no exception.

B. Confine operations at site to areas and limits permitted by law, ordinances, permits, Contract Documents and SUPPLEMENTARY CONDITIONS.

C. Assume full responsibility for insurance, protection and safekeeping of products stored on premises.

D. Coordinate with the Owner and schedule deliveries and unloading to prevent traffic congestion blocking of access or interference with Work. Arrange deliveries to avoid larger accumulations of materials than can be suitably stored at site.

E. Contractor to pay for, or satisfactorily repair, all damages incident to their Work, to sidewalks, streets, other public or private property, or to any public utilities occurring during period of work under Contract.

F. Owner furnished and installed items that may require coordination between this General Contractor and Owner assigned agent. Contractor should also verify requirements for utility rough-ins for Owner furnished equipment.

G. Contractor shall maintain all existing adjacent building exits passable for emergency pedestrian egress.

H. Comply with Owner's Covid-19 safety measures, and requirements.

1.4 Owner Occupancy / Partial Owner Occupancy:
The Owner reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.5 Alterations and Coordination:

A. General:
The work of this contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

B. Alterations:
Where applicable, requirements of the Contract Documents apply to alteration work in the same manner as to new construction.

C. General:
To expedite delivery and for other purposes in his own best interests, the Owner, before the date of the Contract, may negotiate purchase orders or make other commitments with supplies of material and equipment to be incorporated into the work by the Contractor. These purchase orders and commitments will be assigned to the Contractor for installation.

1.6 Miscellaneous Provisions (to include, but not be limited, by the following):

A. Provide all rough-in and utility connections for all Owner Furnished Equipment and all new plumbing fixtures, new kitchen equipment and for all new electrical fixtures, switches and outlets, etc.

B. Complete Plumbing, Heating, Ventilating, Air Conditioning, and Electrical systems.

C. Preparation of new finishes as called for in Finish Schedule and related specified Sections.

D. Rework and refinish those areas including ceiling tile and grid disturbed by work of Divisions 15 and 16, cutting and patching as required for these specifications. Strict coordination with the Architect and Owner's assigned project representative is mandatory.

E. Mechanical / Electrical Requirements of General Work:

1. General:

Except as otherwise indicated, comply with applicable requirements of Division 15 Sections for mechanical provisions within units of general (Division 2 - 14) Work. Except as otherwise indicated, comply with applicable requirements of Division 16 Sections for electrical provisions within units of general (Division 2 - 14) Work.

Service Connections: Refer to Division 15 and Division 16 Sections for the characteristics of the mechanical and electrical services to be connected to units of general work. Provide units manufactured or fabricated for proper connection to and utilization of available services.
Except as otherwise indicated, final connection of mechanical services to general work is defined as being mechanical work, and final connection of electrical services to general work is defined as electrical work.

2. Electrical Requirements:

Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA), for electrical components of general work. Provide Underwriters Laboratories listed and labeled products where applicable. See Division 16 and electrical drawings.

F. Performance Requirements for Completed Work

The Contract Documents indicate the intended occupancy and utilization of the building and its individual systems and facilities. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization. In addition to the requirement that every element of the work comply with applicable requirements of the contract documents, it is also required that the work as a whole comply with the general building performance requirements.

1.7 Utilities for Construction:

Make all arrangements necessary to connect to all utilities required to accomplish work under this contract. The Contractor will be solely responsible for connection to utilities required for construction of this Contract.

A. The Contractor shall pay for utility usage bills.

B. The Contractor shall provide reasonable heat, cooling and ventilation within the building as required until the mechanical system has been completed, connected and in operation in the normal sequence of construction. This is not "in addition" to any normal requirement for heating, cooling and ventilation under this Contract, but is to clarify that a subcontractor or a Separate Contractor may benefit from the existence of these systems.

C. Temporary Electrical Lighting and Power:

Until permanent electrical power is installed and until the building lighting fixtures are installed in the normal sequence of construction, the General Contractor will make available in each general area of the contract work, outlets to which the Separate Contractors may connect for temporary lighting and single phase electrical power. The General Contractor will pay all costs for this temporary utility extension and remove this temporary source when permanent electrical lighting and power outlets are installed. When, in the normal sequence of construction, the building lights are installed and connected and the building electrical outlets installed, the use of these

shall be available for use by the subcontractor and/or Separate Contractors at no cost to them. All temporary electrical lighting and power for Separate Contractors shall be single phase, except the General Contractor will provide sufficient three-phase service as required for the operation and testing of certain items of Equipment, such as food service equipment. Verify all electrical service and phasing prior to construction.

1.8 Requirements of Separate Contractors will be as follows:

A. Separate Contractors to enter the building site to accomplish his work at the approval of the building General Contractor shall cooperate and coordinate with the General Contractor and shall be subject to the General Contractor as to schedule and locations within the site for him to accomplish his work. The General Contractor is responsible for and is in charge of the building site.

B. The Separate Contractor is entitled to storage, access and work space inside the building in the same manner and subject to the same conditions and requirements as subcontractors for the building contract. The Separate Contractor will be advised of the availability of storage space (location coordinated by the General Contractor), and of responsibility to vacate and clean in time for final finish work.

C. Separate Contractors are liable for any damage to the building. The Separate Contractor shall immediately make good any stain, harm or damage to the building caused by his forces. Most particularly, his attention is directed to need for caution in not damaging ceiling tile and wall finishes. Before final payment will be made to a Separate Contractor, he must have settled with the building General Contractor for any damage done.

D. Separate Contractor must provide own toilet and telephone facilities (or make arrangements with the General Contractor as to pay rent for his share of cost).

E. Separate Contractor to make provisions for his own safety and to accomplish his work in compliance with all National and Local Safety Regulations.

F. Remove own trash and debris; each Separate Contractor to completely remove all trash and debris, caused by his work, from the building, and from the site.

G. Do not allow dust to be exhausted through mechanical system.

H. This Contractor to clean building exterior and interior as outlined in Section 01700-CLEAN UP.

1.9 Quality Control

A. Shop Drawings and Product Approval:
Compliance with Shop Drawing checking by the Contractor then submittal for approval to the Architect as required by GENERAL CONDITIONS and SUBMITTALS - SECTION 01350 .

B. Material Approval:
Compliance with SUBMITTALS - SECTION 01350 for submittal of products for approval by Architect before delivery of same to jobsite.

C. Qualifications of Workmen:
In acceptance or rejection of the work of the Sections specified herein, and in

particularly that work involved with the application of finish materials, the Architect will make no allowance for lack of skill on the part of the workmen.

D. Special Inspections:
Compliance with special inspection requirements of the International Building Code is the responsibility of the General Contractor.

1.10 Patch and Repair Work:
Patch and Repair work under this Contract (in addition to work specified and indicated on the drawings) shall include, but not be limited to, the following:

Maintain fire integrity of walls, floors, ceilings and structure where piercing or openings are made. Use safing material as specified herein for approved UL poke-through applications.

1.11 N.I.C. Items:
Items noted as Not In Contract (N.I.C.) are to be furnished by Owner.

END OF SECTION

The Instructions to Bidders, General Conditions, Modified General Conditions and Special Project Requirements as set forth herein are applicable to the work under every Division and Section of these Specifications.

TIME FOR COMPLETION

All work under this Contract shall be complete and ready for Owner occupancy within Sixteen (16) months from written Notice To Proceed. The work under this contract shall commence within Ten (10) calendar days from date of Notice To Proceed.

TIME IS OF THE ESSENCE

The Owner must occupy the work within the completion time indicated herein. Delivery time for equipment and material provided under this contract shall include lead time for storage and ready installation within time limits of the work. Coordination of Owner furnished/Contractor installed equipment and/or materials shall be considered within time limits of the work.

BID GUARANTY

The base bid proposal shall be guaranteed for a period of Sixty (60) days after date of proposal. Alternate proposals (additive or deductive), if requested, shall be guaranteed for a period of Ninety (90) days after date of signing contract. Unit prices, if requested, shall be guaranteed until the date of final acceptance of the project by the Owner. Upon receipt of the drafted construction contract, the contractor shall have no more than fourteen (14) days to execute and return the construction contract to the architect with all supporting documentation in correct order.

INSURANCE

All projects require Builder's Risk Insurance

OWNER

All papers shall be delivered to the Owner, unless otherwise specified in writing to the Contractor. Wherever the term "Owner" is used in the Specification it shall refer to:

TRUSSVILLE CITY BOARD OF EDUCATION
476 MAIN STREET
TRUSSVILLE, AL 35173

ARCHITECT

Wherever the term "Architect" is used in the Specifications, it shall refer to:

LATHAN ASSOCIATES ARCHITECTS, P. C.
300 CHASE PARK SOUTH, SUITE 200
HOOVER, AL 35244

who by contract with the Owner, is authorized to prepare all drawings, details, and specifications for this work.

After the award of this contract, supervision of the work will be performed by the aforementioned Architect, his duly authorized representatives, or his duly appointed successor as may be designated in writing to the Contractor by the Owner.

APPLICABLE CODES AND AUTHORITIES

A. Codes

1. The work of this project shall be in accordance with the 2021 Edition, International Building Code. The minimum building standard code adopted by the Division of

Construction Management is the 2021 International Building Code. The following companion codes to the 2021 International Code are also adopted:

a. 2021 – International Existing Building Code.
b. 2021 – International Plumbing Code.
c. 2021 – International Fuel Gas Code.
d. 2021 – International Mechanical Code.
e. 2020 – National Electrical Code (NFPA 70).
f. 2021 – International Fire Code.
g. ANSI/ASHRAE/IES Standard 90.1 – 2013 Energy Standard for Buildings.
h. 2010 – ADA Standards for Accessible Design.
i. 2020 – ICC/NSSA-500 Standard for the Design and Construction of Storm Shelters.
j. 2019 NFPA 72: National Fire Alarm and Signaling Code (NFPA 72).

2. The requirements of the 2010 ADA Standards for Accessible Design supersede the accessibility requirements contained in the International Building Code and ANSI A117.1.

3. Promptly notify the Architect, in writing, if any of the contract documents are in conflict or variance with applicable codes, laws and ordinances. All changes will be made by written addenda or modifications.

B. Precedence of Codes

1. In case of conflict between the State Building Code, local codes, the Life Safety Code enforced by the State Fire Marshal, or other codes, the most stringent requirements shall prevail.

2. All food preparation facilities, private water systems, and sewage disposal systems shall also meet the requirements of and be approved by the applicable county health department.

C. Authorities, including but not limited to:

1. State of Alabama Department of Finance - Division of Construction Management (DCM)

2. Local Municipalities

3. Secure and pay for permits, impact fees, government fees and licenses. This will include, but not be limited to, all permits and/or fees required by ADEM, State of Alabama and the U.S. Army Corp of Engineers.

D. If any work is performed knowing it to be contrary to such codes, law, ordinances, rules and regulations and without notice to the Architect, the Contractor assumes full responsibility therefore and shall bear all costs for compliance thereto.

FIRE ALARM REQUIREMENTS

The Certified Fire Alarm Act requires that every business who installs fire alarm systems in commercial occupancies must be licensed as a Certified Fire Alarm Contractor. The contractor must have a NICET Level III Technician in a position of responsibility, and the license will be issued in the name of the certificate holder and the contractor. The Certified Fire Alarm Act also requires that technicians working for the Certified Contractor must hold a current NICET Level II or equivalent certification. Contractors wishing to bid on fire alarm work must show evidence at the pre-bid conference that he/she meets the certification requirements of the Act and holds a permit issued by the State Fire Marshal.

Act 2009-657, effective August 1, 2012, requires fire alarm contractors to be permitted through the

State of Alabama Fire Marshal's Office. In accordance with §34-33A-9, if a fire alarm contractor is going to do work in State of Alabama, the contractor must deliver to the local building official a copy of their State Fire Marshal's Fire Alarm Permit. In addition, the DCM requires the following:

For work involving fire alarm systems, General Contractors must provide a copy of the fire alarm contractor's State Fire Marshal's Fire Alarm Permit to the DCM Inspector at the pre-construction conference.

NONRESIDENT BIDDERS

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

PRE-BID CONFERENCE

A conference of intended bidders may be held by the Owner prior to the time for the opening of bids for the purpose of presenting and explaining the policies of the Board. Notification of date and place for conference shall be given by written addenda.

PRE-CONSTRUCTION CONFERENCE

A conference shall be held at the job site no later than two weeks following the date of "NOTICE TO PROCEED". The purpose of this conference is to define the duties and responsibilities of the Architect, Owner, Contractor and The State of Alabama Department of Finance - Division of Construction Management. All forms, procedures, schedules and other pertinent requirements will be discussed.

The pre-construction conference can be scheduled once the construction contract is fully-executed. Benchmarks must then be met for required inspections listed in the Pre-Construction Conference Checklist including periodic and special inspections when applicable, final inspections, and year-end inspections. $750K or Less projects with a contract awarded on or after 10/01/22 are exempt from Permit Fees. A copy of the check List is provided along with a Sample of the Pre-Construction Conference Agenda.

PRE-ROOFING CONFERENCE

A Pre-Roofing Conference is required before any roofing materials are installed. This conference shall be conducted by a representative of the Architect and attended by representatives of the Owner, DCM Inspector, General Contractor, Roofing Contractor, Sheet Metal Contractor, Roof Deck Manufacturer (if applicable), and the Roofing Materials Manufacturer. If equipment of substantial size is to be placed on the roof, the Mechanical Contractor must also attend this meeting.

The Pre-Roofing Conference is intended to clarify demolition (for renovation or re-roofing projects) and application requirements for work to be completed before roofing operations can begin. This would include a detailed review of the shop drawings, submittal data and samples. If conflict exists between the specifications and the Manufacturer's requirements, this shall be resolved. If this Pre-Roofing Conference cannot be satisfactorily concluded without further inspection and investigation by any of the parties present, it shall be reconvened at the earliest possible time to avoid delay of the work. In no case, should the work proceed without inspection of all roof deck areas and substantial agreement on all points.

The Representative for the Roofing Materials Manufacturer shall bring a copy of the warranty(ies) for the roofing material(s) for comparison to the warranty(ies) specified. This sample warranty is required to be job specific, covering all requirements, per the specifications. If the sample warranty isn't provided as required, the conference will be voided, an inspection fee will be issued, and it will have to be rescheduled.

The following are to be accomplished during the conference:

1. Review all Factory Mutual and Underwriters Laboratories requirements listed in the specifications and resolve any questions or conflicts that may arise.
2. Establish trade-related job schedules, including the installation of roof-mounted mechanical equipment.
3. Establish roofing schedule and work methods that will prevent roof damage.
4. Require that all roof penetrations and walls be in place prior to installing the roof.
5. Establish those areas on the job site that will be designated as work and storage areas for roofing operations.
6. Establish weather and working temperature conditions to which all parties must agree.
7. Establish acceptable methods of protecting the finished roof if any trades must travel across or work on or above any areas of the finished roof.

The Architect shall prepare a written report indicating actions taken and decisions made at this Pre-Roofing Conference. This report shall be made a part of the project records and copies furnished to the General Contractor, the Owner, The State of Alabama Department of Finance - Division of Construction Management and the DCM Inspector.

Regardless of whether or not the sample warranty has been submitted to the Architect, a copy of the warranty must be provided to the DCM Inspector by the Manufacturer at this Pre-Roofing Conference.

PRE-FINISHES CONFERENCE

If elected by the Architect, a conference shall be held at the job site within two weeks prior to the installation of finishes. All Contractors involved with finish work are required to attend. The purpose of this conference is to discuss finish work, coordination issues, the Owner's and Architect's expectations of quality and workmanship and the position of the Owner and Architect regarding poor quality and workmanship. This conference must be scheduled two weeks in advance of any finish installation.

LIST OF SUBCONTRACTORS AND PRINCIPAL MATERIAL SUPPLIERS

A copy shall be prepared by the successful Contractor and delivered to Architect within **Twenty-Four (24) hours after bid**. List shall show following information on each Subcontractor and/or Supplier:

A. Name of Subcontractor and/or Supplier
B. Complete mailing address
C. Telephone Number
D. Person to contact and position in organization
E. Scope of Work to be performed by Subcontractor and percent of total contract.
F. For work involving fire alarm systems, General Contractor's must submit a copy of the Fire Alarm contractor's State Fire Marshall's Fire Alarm Permit at the same time as submission of the subcontractor and supplier list to Architect. The architect or engineer shall reject fire alarm contractors who cannot provide a copy of the required permit.

This list may also be emailed to submittals@lathanassociates.com.

PROGRESS SCHEDULES AND CHARTS

One hard copy prepared by Contractor and delivered to Architect at beginning of job. Five (5) additional copies must be submitted with each monthly request for payment showing actual progress. The schedule shall be in the form of an Analog Bar Chart Schedule of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the Chart his actual progress, preferably at the end of each week, but in any event, at the end of each month, and deliver to the Architect five (5) copies thereof and attach one to his monthly Application for Partial Payment.

CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".

2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicated graphically sequences necessary for completion of related portions of the work.

5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

B. Work Stages
Indicate important stages of construction for each major portion of the work, including testing and installation.

C. Cost Correlation
At the head of the schedule, provide a two-item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution
Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

E. Schedule Updating and Progress Photographs
Revise the schedule after each bi-weekly meeting or activity, where revisions have been recognized or made. Issue the copies of updated schedule concurrently with progress photographs and report of each meeting to the Owner and Architect.

NOTICE OF SALES AND USE TAX EXEMPTION

The Owner is a tax-exempt agency. Materials incorporated into the Work are exempt from sales and use tax, therefore Contractor shall NOT include sales and use taxes in his Bid. Pursuant to Alabama Act No. 2013-205 (effective 5/9/2013), Contractors bidding the Work shall be required to attach "Accounting of Sales Tax" (DCM) Form C-3A-Sales Tax) to their Bid. **FAILURE OF THE CONTRACTOR TO COMPLETE THIS ATTACHMENT TO BID PROPOSAL FORM INDICATING THE SALES TAX AS REQUIRED BY ACT 2013-205, SECTION 1 (g) SHALL RENDER THE BID NON-RESPONSIVE**.

It shall be the responsibility of the successful Contractor and any Subcontractor working under the same contract to apply for a Certificate of Exemption from the Alabama Department of Revenue for this specific project and to comply with all ADOR rules and regulations. The Owner shall not consider claims for additional costs resultant of the Contractor's or its subcontractors' failure to comply with such rules and regulations.

However, the Owner may elect to issue Form ST: PAA1 Purchasing Agent Appointment which appoints the Contractor as Agent to purchase materials Tax-Exempt. In this case, invoices must be transmitted for direct payment by the Owner.

DAMAGE TO PROPERTY

A. The Contractor shall be solely responsible for all work of this contract prior to such work achieving official Substantial Completion as per ARTICLE 32 of the General Conditions of the Contract; and for providing adequate insurance, including: project specific Builder's Risk Insurance and Flood Insurance to cover the following:
   1. Any damage to or loss of stored materials.
   2. Any damage to or loss of in-place work.
   3. Any damage to or loss of any portion of on-site or off-site property, existing or new, resulting from failure of or omission of protective measures; or caused by the work of this contract, including but not limited to: property, furnishings, contents or loss of revenue.

   The Contractor shall be further responsible for promptly correcting or remedying of any such damage or loss; and shall exercise all reasonable measures to minimize any resulting delays to the projects original completion schedule.

B. Damaged work shall be considered Defective Work.

USER FEES - CONTRACTOR

The State of Alabama Department of Finance - Division of Construction Management has adopted a new rule, Administrative Rule 170X-8 Collection of User Fees. The full text of Administrative Rule 170X-8 is available on The State of Alabama Department of Finance - Division of Construction Management's website. It is the responsibility of the General Contractor to visit The State of Alabama Department of Finance - Division of Construction Management website to verify these rules.

PERMIT FEE

A permit fee will be required for projects exceeding $750,000. All projects will be inspected by The State of Alabama Department of Finance - Division of Construction Management. The permit fee is outlined in the Administrative Rule 170X-8.

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

> "Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and all inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids."

For public works projects falling under The State of Alabama Department of Finance - Division of Construction

Management's jurisdiction and bid after October 1, 2014, the Architect shall include a copy of The State of Alabama Department of Finance - Division of Construction Management user fee schedule in the project manual and specify that the permit fee is to be included in the contractor's bid and paid by the Contractor.

The Pre-Construction Conference cannot be held until both (1) the permit fee and (2) the signed construction contract has been received by The State of Alabama Department of Finance - Division of Construction Management.

PERMIT FEE SCHEDULE WORKSHEET	
Cost Categories	**Permit Fee Calculation**
Less than $1000	N/A
$1001 – $50,000	Cost of the Work minus $1,000 = _____/1000 x $5.00 = _____ + $15.00 = Permit Fee Due
$50,001 – $100,000	Cost of the Work minus $50,000 = _____/1000 x $4.00 = _____ + $260.00 = Permit Fee Due
$100,001 – $500,000	Cost of the Work minus $100,000 = _____/1000 x $3.00 = _____ + $460.00 = Permit Fee Due
$500,001 and up	Cost of the Work minus $500,000 = _____/1000 x $2.00 = _____ + $1,660.00 = Permit Fee Due

INSPECTIONS

Scheduling - The contractor will contact the architect by e-mail at inspections@lathanassociates.com of the date the project will be ready for an inspection.

- The Architect will contact The State of Alabama Department of Finance - Division of Construction Management (DCM) Inspector to schedule the first available date for the inspection. Inspections must be requested minimum 14 days in advance.
- When the DCM Inspector confirms the inspection time, the Architect will send an e-mail confirming the inspection time and date.
- Cancellations of any scheduled inspection must be received in writing by e-mail no less than 48 hours prior to the scheduled inspection. If an inspection is cancelled, it will be rescheduled subject to the DCM Inspector's availability.
- If an inspection is cancelled less than 48 hours prior to the scheduled inspection, the re-inspection fee of $1,500 will be charged to the General Contractor.
- If an inspection is held and the project is not deemed ready for inspection or it does not pass the inspection, a re-inspection fee of $1,500 will be charged to the General Contractor.

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

- Pre-Construction Conference
  - Required Attendees: Contractor, Owner, Architect, Major Subcontractors, DCM Inspector

  - Inspection Requirements:
    - Signed construction contract
    - Verification of payment of permit fee
    - Fire Alarm Contractor's Certification (from State Fire Marshal)
    - ADEM permit, if more than 1 acre of land is disturbed

- Pre-Roofing Conference
  - Required Attendees: Contractor, Owner, Architect, Roofing Subcontractor, Roofing Manufacturer's Representative, DCM Inspector

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

- Above-Ceiling Inspections
  - Required Attendees: Contractor, Owner, Architect, MEP Engineers, Major Subcontractors DCM Inspector

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

- Life Safety Inspections and Final Inspections
  - Required Attendees: Contractor, Owner, Architect, Engineers, Major Subcontractors, Local Fire Marshal, DCM Inspector

  - Inspection Requirements:
    - Fire alarm certification
    - Provide Smoke Machine for testing of Duct Detectors
    - General Contractor's 5-Year Roofing Warranty (DCM Form C-9)
    - Roofing manufacturer's guaranty
    - Emergency and exit lighting tests
    - Fire alarm must be monitored
    - Boiler/Vessels Inspection completed and Certificate of Operation provided by the State of Alabama Department of Labor
    - Flush/pressure test for new and/or existing fire hydrants
    - Must have clear egress/access and emergency (for first responders) access to building
    - Must have ADA access completed

- Year-End Inspections
  - Required Attendees: Contractor, Owner, Architect, Engineers, DCM Inspector and /or Major subcontractors may also be required to attend

  - Inspection Requirements:
    - Owner 's list of documented warranty items

MATERIALS
ALL MATERIALS FOR THIS PROJECT SHALL BE ASBESTOS FREE.

PROTECTION OF WORK AND PROPERTY
Contractor shall confine his operations to the project work limits of this contract and shall maintain required exit and fire safety requirements as well as Owner's security requirements. Protect adjoining spaces and cause no damage to same; any damage to be immediately repaired.

A. Protection of Work and the Public
Provide adequate protection, in full accordance with local, State and Federal regulations, for the work in progress as well as for the public and others using the site, until the completion of all work.
Provide suitable signs, signals and barricades against trespassing by individual and take whatever steps necessary or required by law to protect workers and public from harm. Protect the work and the public from damage of any kind during all operations. Methods described herein are minimum standards acceptable except where exceeded by Federal, State or local requirements.

B. Safety and Traffic Control Devices During Construction

1. Within the limits of area designated for work under this contract, and any staging or traffic areas, this Contractor shall furnish, install and maintain all safety and traffic control devices during the construction period as described herein, and as required by law.

2. All safety and traffic control devices shall be in compliance with Federal, State and local laws and regulations, and to the requirements and approval of applicable local officials, State Highway Department and the Architect.

3. Wherever the work affects the normal flow of vehicular or pedestrian traffic, traffic control devices shall be in accordance with requirements and standards as set forth in the "Manual on the Uniform Traffic Control Devices for Streets and Highways", latest edition, as published by U.S. Department of Transportation, Federal Highway Administration, and Section "G" of the Alabama Manual on Uniform Traffic Control Devices, Volumes I and II, latest edition.

4. Traffic Control Devices. Traffic control devices shall be installed at the inception of the construction operations and shall be properly maintained during the periods of construction. They shall remain in place only as long as they are needed and shall be removed immediately thereafter.

5. All traffic control devices must be approved by the City, County and by all affected enforcing agencies.

6. Protective Construction Site Barricade

   a. Requirements: Contractor shall furnish, install and maintain throughout the life of the Contract, all necessary barricades, covers, scaffold guards, warning signs, warning lights, channelization markers and other protective devices, all as required by Owner, local rules, regulations and ordinances, and as necessary to protect the work from trespassing.

   b. Barricades, enclosing devices and warning lights may be standard rental items of equipment in compliance with these requirements; and shall be of a type that affords security, is quite visible and is easily moved.

c. Materials for use in construction of site barricades and other protective devices shall be of new exterior plywood and not less than #2 pine structural lumber, all of good appearance, sound, square, straight, in line, braced and well-constructed. All materials, except those to be walked on, shall be painted.

d. Move barricades from one area to the next as the work progresses. Remove all upon completion.

e. Lighting on Barricades: Furnish and install traffic warning lights or barricades, in areas of vehicular traffic. Install yellow traffic signal lamps complete with all wiring, switches, disconnects, fusing, sockets, guards and hanging provisions. These lights shall be turned on during all hours of darkness (dusk to dawn). Maintain in service during the construction period; move forward as site of work moves. Remove all upon completion of work.

f. See also erosion control requirements of Earthwork Section 02300.

g. **Unauthorized visitors not permitted within working and storage areas.** OSHA approved suitable personal safety devices are to be provided for authorized visitors within working areas. Suitable fire extinguishing equipment, readily accessible from any part of the work, to be provided and maintained. Erect any and all required additional protective barriers, lights, etc., as necessary for safety and protection. Keep area of work closed off when not in use.

C. Utilities

1. See Section 01025 for Utility usage billing.

2. Other utility bills caused by work of the contract are to be paid by Contractor as outlined in the SUMMARY OF THE WORK. Contractor to provide own telephone, temporary heat and pay costs for same. Contractor to pay for any sewer impact fee as related to this project. All project related sanitary conditions are the responsibility of the Contractor.

3. Contractor must investigate and verify the existence and location of all site utilities in the field before starting work. Flag on site all underground service lines in the construction area. Notify the Architect of any condition which, in the Contractor's opinion, may interfere with the completion of work as designated. Excavating in the vicinity of existing utilities shall be done carefully and by hand. Maintain and protect existing utilities.

4. The Contractor is responsible for all temporary utility connections to utilities.

D. Protection of Materials

Properly and effectively protect all materials and equipment, before, during and after their installation. Contractor will be allowed to store materials, equipment, etc., on the site. Security of the area(s) will be the sole responsibility of the Contractor. **Protect materials such as insulation and insulated duct from rain exposure.**

E. Watchman

The Contractor, at his own expense and option, may employ a watchman at such time as he deems necessary to protect his work and/or materials.

DAMAGE TO PROPERTY

The contractor will be responsible for, and insure against, any damage to property, furnishings, and/or loss of revenue resulting from any damage to any part of the existing property caused by the work of this Contract.

SPECIAL SAFETY REQUIREMENTS

All exitways shall be maintained free and clear of all stored materials, debris, etc.

No combustible construction materials shall be stored in the Project area after the day's work is complete. Remove any potentially hazardous materials immediately to prevent any fire hazards which may result from the construction of this Project. In addition, precautions shall be made by the General Contractor to prevent any other activities at the site which may constitute a fire hazard.

In addition to any portable fire extinguishers existing in the building, the General Contractor shall provide additional fire extinguishers during the construction as required.

Refer to the General Conditions for additional safety requirements.

USE OF PREMISES, SANITARY PROVISIONS

Refer to SECTION 01035, SPECIAL PROJECT PROCEDURES, for use of premises, sanitary provisions which are specifically related to this project. Note that sanitary conditions are the responsibility of the Contractor.

All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security or evacuation requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

USE OF OCCUPIED PREMISES

During execution of this Contract, clear passages must be maintained as described along corridors. Owner will endeavor to keep personnel and visitors from work areas, but it will be the Contractor's responsibility to enforce all safety precautions.

CUTTING AND PATCHING

All excavation and cutting of new work to accomplish the work shall be by the respective trades. It is to be noted that Divisions 15 and 16 each are required to perform the necessary cutting of floors, walls, ceilings as necessary to install the work of their trade, all under the direct supervision of the General Contractor and in accordance with the construction schedule. The General Contractor is responsible for the repair, replacement and finish of pavement, roofs, floors, walls and ceiling (all finish work); and same shall be accomplished by competent workmen and finish up in a neat manner, by craftsmen skilled in their work, all to be equal in quality and appearance of adjacent work. Finished installation shall comply with specified tolerances and finishes. The Contractor shall not cut, excavate, or otherwise alter any work in a manner or by a method or methods that will endanger the work, adjacent property, workmen, the public or the work of any other Contractor.

In acceptance or rejection of the work of the Sections involved in the application of finish materials, the Architect will make no allowance for lack of skill on the part of the workmen.

When necessary to cut, or alter completed work to accommodate subsequent work, the Contractor performing the work previously in place shall do such cutting and repairing.

Cost of cutting and repairs necessitated by fault of negligence, or for other reasons, shall be borne by the Contractor at fault in requiring such work.

If a Contractor or Subcontractor fails to do necessary cutting or fails to have restored any work of others damaged by him, for a period of time causing delay in project construction, the Owner may do so and cost thereof shall be charged to the General Contractor.

Cutting of structural members will not be permitted.

FIRE INTEGRITY OF CONSTRUCTION shall be maintained whenever components of rated assemblies are penetrated, jointed, cracked or compromised in any way either intentionally or unintentionally; including, but not limited to: walls, floors, ceilings and caps. Rated walls shall extend and key to floor, cap assembly or roof deck above using consistent materials.

Openings for "poke-through" pipe, conduit, etc., penetrations shall be of minimum size in accordance with UL published requirements for maintaining integrity of rated construction and fire sealed properly. Mortar or concrete in contact with copper will not be accepted. Expansive spray foam fill which is combustible shall not be allowed.

Opening shall be sealed full thickness of penetration, (i.e., grout solid up to within one (1) inch of finish surface then seal with rated sealant material). Any and all pipe and conduit penetrations of a finished wall, floor or ceiling materials shall be finished out with an approved escutcheon plate. Any penetration of rated walls or ceilings by mechanical ductwork shall be protected by use of rated fire damper system at point of penetration. Provide for collars as required at point of penetration through rated construction. Contractor shall provide fire integrity sign on rated wall construction (above ceiling) lines in accordance with the building code, and as outlined in PAINTING - SECTION 09910.

If specified under FIRESTOP CAULKING AND SEALING - SECTION 07840, fire caulking and sealing shall be **single source** provided using same approved materials and certified technicians throughout the project. All applicable trades shall coordinate accordingly and make their work ready to properly receive fire sealant. If fire sealing is not specified under a separate section, then all applicable trades shall fire seal their own work using the same mutually agreed upon fire sealing materials consistently throughout the project installed by manufacturer's certified technician(s). Acceptable fire sealing materials include, but are not limited to: Dow-Corning, 3-M Brand, Tremco meeting ASTM 3-119, ASTM 3-814 and mineral wool fiber safing.

USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

A. Contractor agrees to permit Owner to use and occupy portions of building or Project before formal acceptance by Owner, provided that Owner:

   1. Secures written consent of Contractor (except in event that in the opinion of Architect, Contractor is chargeable with unwarranted delay in final completion of contract requirements).

   2. Secures endorsement from insurance carrier and consent of the surety, permitting occupancy and use of portions of project during remaining period of construction.

B. Use and occupancy prior to formal acceptance shall not relieve Contractor of his responsibility to maintain insurance coverage, as called for in specifications, for benefit of Owner, Owner's Agent, Contractor and all Subcontractors until Project is completed and accepted by Owner. However, use and occupancy of any area by the Owner prior to project completion shall mean partial acceptance of that area and any equipment within that area used by the Owner, thereby requiring a substantial completion agreement between the Owner and the Contractor for said area and equipment.

PROJECT SIGN

A. The General Contractor will erect a sign at the project site identifying the project. Wording for sign to be provided by the Owner through the Architect. Sign to be constructed of 3/4" x 4' x 8' exterior grade plywood with treated wood trim surround, mounted on two (2) 4" x 4" x 8'-0" treated wood posts, bottom of sign to be 3'-0" above finish grade. Sign painted with two coats best exterior grade alkyd paint before letters and graphics are painted on. Option: In lieu of painted lettering on plywood, a corrugated plastic sign (displaying the

same lettering, layout and colors as above) may be secured directly to the unpainted exterior grade plywood.

B. Sign shall be single sided.

C. Location of sign to be coordinated with Architect and Owner and placed in a prominent location easily readable from existing street or roadway. Sign to be maintained in good condition until completion of Project. No other signs will be allowed on Project Site without the written approval of the Owner, issued through the Architect.

D. See DCM Form C-15 for PSCA Projects.

GEOTECHNICAL INVESTIGATION ENTITLED:

"REPORT OF GEOTECHNICAL EXPLORATION"
PROJECT NO. E1235230
was prepared by: Terracon Consultants, Inc. - 2147 Riverchase Office Road, Birmingham, AL 35244.

The General Contractor and Subcontractors are responsible for familiarizing themselves with geotechnical information, for visiting the site, ascertaining the conditions thereof, and conditions under which work is to be done. The General Contractor shall include in their bid the cost of meeting the requirements and conditions of the geotechnical investigation.

A copy of this report immediately follows this Section.

END OF SECTION

Hewitt-Trussville High School Softball Complex

Trussville, Alabama

Geotechnical Engineering Report

January 29, 2024 | Terracon Project No. E1235230

Prepared for:

Trussville City Schools
476 Main Street
Trussville Alabama 35173

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Birmingham, Alabama 35244
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January 29, 2024

Trussville City Schools
476 Main Street
Trussville Alabama 35173

Attn: Dr. Patrick Martin
Superintendent

Re: Geotechnical Engineering Report
Hewitt-Trussville High School Softball Complex
Trussville, AL
Terracon Project No. E1235230

Dear Dr. Martin:

We have completed the scope of Geotechnical Engineering services for the above referenced project in general accordance with Terracon Proposal No. PE1235230 dated December 4, 2023. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon

Bryan C. Ritenour, P.E.
Senior Engineer

Matthew S. McCullough, P.E.
Geotechnical Dept. Manager

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GeoModel

Attachments

Exploration and Testing Procedures
Site Location and Exploration Plans
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Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the Terracon logo will bring you back to this page. For more interactive features, please view your project online at **client.terracon.com**.

Refer to each individual Attachment for a listing of contents.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed new softball complex for Hewitt-Trussville High School in Trussville, AL. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Seismic site classification per IBC
- Site preparation and earthwork
- Demolition considerations
- Foundation design and construction
- Floor slab design and construction
- Pavement recommendations based on local practices

The geotechnical engineering Scope of Services for this project included the advancement of 14 test borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the **Site Location** and **Exploration Plan**, respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the **Exploration Results** section.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	Site layout plans were provided by Mr. Ryan Vernon via email.
Project Description	The project will consist of new softball complex for Hewitt Trussville High School.
Proposed Structures	Plans indicate that the softball facility will have dugouts, a press box/bleachers, and an indoor batting and locker room building.

Item	Description
Building Construction	Anticipated load bearing masonry, concrete slab on grade, aluminum bleachers
Finished Floor Elevation	Not provided. Assumed to be within 2 feet of existing grades.
Maximum Loads	Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. ▪ Columns: 50 kips ▪ Walls: 2 kips per linear foot (klf) ▪ Slabs: 100 pounds per square foot (psf)
Grading/Slopes	No grading plans for this project have been provided. We anticipate cuts and fills of less than about 10 feet will be required.
Below-Grade Structures	None anticipated
Free-Standing Retaining Walls	None shown on furnished site plan
Pavements	Plans show new parking and drives along the south and west sides.
Field Composition	The field will be artificial turf.

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	The project is located Husky Parkway near the intersection with Trussville Clay Road in Trussville, AL. (See Site Location Map) Latitude/Longitude (approximate): 33.6617° N, 86.5942° W

Item	Description
Existing Improvements	The site is developed as an athletic practice facility.
Current Ground Cover	Grass and isolated bare ground
Existing Topography	The majority of the site is relatively level ranging in elevation from about El 771 to El 768. However, the northwest corner of the site slopes from about El 785 to El 771.

Geotechnical Characterization

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** and the GeoModel can be found in the **Figures** attachment of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	**Surface Material**	Topsoil (Zero to 12")
2	**Existing Fill**	Sand Drainage Layer
3	**Existing Fill**	Silty Sand, Sandy Silt, Sandy Lean Clay, variable density (N-values 2 to 15 blows per foot)
4	**Soft Native Soils**	Soft Lean Clay (CL), encountered in boring B-4 only
5	**Medium Stiff-Hard & Medium Dense-Very Dense Native Soils**	Native Lean Clay (CL) and Clayey Sand (SC) with varying amounts of sand and chert gravel. Sandy Fat Clay (CH) boring B-14 only

The borings were advanced in the dry using a solid stem auger drilling technique that allows short term groundwater observations to be made while drilling. The borings did not encounter groundwater within the maximum drilling depth at the time of our field

exploration. Groundwater conditions may be different at the time of construction. Groundwater conditions may change because of seasonal variations in rainfall, runoff, and other conditions not apparent at the time of drilling. Long-term groundwater monitoring was outside the scope of services for this project.

Site Geology

Published maps from the Geological Survey of Alabama indicates that the project site is underlain by the Tuscumbia Limestone and Fort Payne Chert undifferentiated. The Tuscumbia Limestone consists of light to dark-gray fossiliferous and oolitic partly argillaceous and cherty limestone. The Fort Payne Chert consists of dark gray to light-gray limestone with abundant irregular light-gray chert nodules and beds.

The project site is underlain by carbonate rocks of the Tuscumbia Limestone and Fort Payne Chert undifferentiated. Over long periods of geologic time (i.e., thousands of years) carbonate rocks are susceptible to dissolution as groundwater moves through cracks and fissures in the rock. As dissolution progresses, cavities are formed within the rock mass. Sinkholes are formed as overburden soils filter into the solution cavities. Sinkholes can also result from internal erosion, whereby the clayey soils erode internally from around the dense chert beds and boulders. This erosion leaves openings around the chert beds and boulders where overburden soils filter into the openings.

We did not observe any visible evidence of sinkhole activity (i.e., surface depressions) on the property during our limited site reconnaissance. Although no visible evidence of sinkhole activity was observed on the site, it should be noted that this study does not preclude the possibility of future sinkhole occurrence within the area. Even an extensive drilling exploration program could not rule out the possibility of future sinkhole formation at the site. The owner must accept that there is some degree of risk in developing over carbonate rock geology.

Seismic Site Class

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil properties observed at the site and as described on the exploration logs and results, our professional opinion is for that a **Seismic Site Classification of C** be considered for the project. Subsurface explorations at this site were extended to a maximum depth of 15 feet. The site properties below the boring depth to 100 feet were estimated based on our experience

and knowledge of geologic conditions of the general area. Additional deeper borings or geophysical testing may be performed to confirm the conditions below the current boring depth.

Geotechnical Overview

The site appears suitable for the proposed construction based upon geotechnical conditions encountered in the test borings, provided that the recommendations provided in this report, including removal and replacement of existing fill and soft native soils, are implemented in the design and construction phases of this project.

Borings B-1 through B-5 were drilled in the proposed structures (i.e., press box, dugouts, and indoor batting facility). Borings B-6 through B-9 were drilled in the proposed playing field, and borings B-10 through B-14 were drilled in proposed concrete concourse and asphalt pavement areas.

All of the borings, except boring B-14 encountered at surface layer of topsoil (Geomodel Layer 1). The topsoil thickness ranged from about 2 inches to 12 inches. Beneath the topsoil, borings B-1, B-3, B-4, B-6, B-7, B-8, B-11, and B-12 encountered a layer of existing fill (Geomodel Layers 2 and 3). The existing fill consisted of either a sand drainage layer (borings located on the existing practice field) and/or silty sand, sandy silt, and sandy lean clay. The existing fill has variable densities as evidenced by N-values ranging from 2 to 15 blows per foot (bpf). The existing fill extended to depths ranging from about 1.3 to 5 feet below the ground surface. Boring B-12 was terminated at 5 feet without penetrating the existing fill.

Native soils were encountered beneath the existing fill at borings B-1, B-3, B-4, B-6, B-7, B-8, and B-11, and below the topsoil at borings, B-2, B-5, B-9, B-10, B-13, and B-14. The native sands had relative densities ranging generally from and medium dense to dense, and native clays had consistencies ranging from medium stiff to hard (Geomodel Layer 5), except the upper 2 feet of native soils at boring B-4 were soft (Geomodel Layer 4).

The borings did not encounter groundwater within the maximum drilling depth at the time of our field exploration.

Based on the conditions encountered and estimated load-settlement relationships, the proposed structures (i.e., press box, dugouts, and indoor batting facility) can be supported on conventional continuous or spread footing foundations bearing medium stiff/medium dense native soils or new engineered fill placed after removing the existing fill and any soft native soils.

The proposed playing field turf system, pavements, and concrete hardscapes can be supported by existing non-organic soils that pass the proofroll test. However, stabilization and/or removal of unstable soils should be anticipated.

Due to the recommended removal of all existing fill and soft native soils from all structures and the likely need for removal of unstable fill from some areas of the turf field, hardscapes, and pavements, it may be prudent for the project bid documents to include an allowance for undercutting/replacing or chemically treating unstable soils. If possible, the documents could establish unit rates for reimbursing the owner for allowance quantities not used.

Support of the playing field turf, hardscapes, and pavements on, or above, existing fill soils that pass the proofroll test is discussed in this report. Terracon is providing construction recommendations to reduce the risk of distress. However, even with the recommended construction testing services, there is an inherent risk for the owner that compressible fill or unsuitable material within or buried by the fill will not be detected. This risk of unforeseen conditions cannot be eliminated without completely removing the existing fill but can be reduced by performing additional evaluation during construction.

Site preparation recommendations and considerations for the structures, playing field, and hardscapes/pavements, including subgrade improvement and fill placement, are provided in the **Earthwork** section.

The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the **Exploration Results**), engineering analyses, and our current understanding of the proposed project. The **General Comments** section provides an understanding of the report limitations.

Earthwork

Earthwork is anticipated to include demolition, clearing and grubbing, excavations, undercutting of unstable soils, and engineered fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations, floor slabs, and pavements.

Site Preparation

All topsoil should be removed, and the existing landscaping and sidewalk areas will need to be demolished, as well as utilities and the underdrain piping system. Soft or loose soils are commonly encountered within existing utility trenches. If existing utilities are to

be removed or rerouted from the site, all loose soil should be removed, and the trenches should be properly backfilled with new structural fill.

The sand drainage layer blanketing the practice field may appear unstable and will likely need to be removed or blended with the underlying clayey soils prior to compaction. However, the existing sand drainage layer could possibly be used as fill in new utility trenches or the recommended 4"-thick base course layer beneath floor slabs if the sand can be kept clean and uncontaminated by on-site soils. To help develop a dryer subgrade, we recommend that sprinklers not be used to water the existing grass for at least 10 days prior to removal of the grass.

Borings B-1, B-3, and B-4, drilled with the proposed press box, south dugout, and indoor batting facility, respectively, encountered a layer of variable density existing fill, and boring B-4 found a soft layer of native soil beneath the fill. The existing fill or soft native soils extended to depths ranging from about 3 to 5 feet below the ground surface. We recommend the variable density/consistency fill and soft native soils be undercut from any proposed structure to expose stable native soils. The undercut should extend at least 5 feet beyond each building's limits. When a stable undercut subgrade is achieved and documented, the undercut excavation can be backfilled with engineered fill. The Contractor could excavate shallow test pits, under observation by Terracon, to better define the limits of the existing fill and soft native soils in the proposed structures.

Within the proposed playing field, hardscape, and pavement areas, borings B-6, B-11, and B-12 encountered variable density/consistency existing fill beneath the topsoil and/or the sand drainage layer. The stability of the variable density/consistency existing fill to support the turf system installation, hardscape, or pavements should be determine by the proofroll tests. Following moisture conditioning and compaction of the subgrade material, the subgrade should be proofrolled with a fully loaded tandem or triaxle dump truck. The proofroll test should be performed prior to installing any of the underdrain system in the turf field area. Soils that pass the proofroll test should be maintained in a dry and stable condition. Proposed fill areas that pass the proofroll test can be backfilled with engineered fill in accordance the Project Specifications. After achieving the final subgrade elevation, follow-up proofrolls should be performed if the passing soils have been subjected to enough rainfall to saturate the subgrade.

Following moisture conditioning and compaction of the subgrade material using a roller having a maximum static weight of 12,000 lbs. and capable of exerting a minimum impact energy of 20,000 lbs., areas of the turf system, hardscape, or pavements that fail the proofroll will require additional stabilization measures prior to continuing earthwork operations. Areas exhibiting minor deflection, rutting, or pumping can likely be stabilized with additional shallow scarification, drying, and recompaction during favorable dry weather conditions. However, more severe instability will likely require more extensive stabilization measures such as undercutting and replacement and/or installation of biaxial geogrid reinforcement (TenCate Mirafi BXG120, Tensar BX1200, or equivalent) covered by crushed stone (ALDOT #57 or

#825B) or chemical stabilization, such as lime or cement treatment, performed by a qualified earthwork contractor.

Where undercuts expose stable soils, placement of engineered fill can proceed without further treatment of the exposed soils. However, where undercut depths greater than about 2 feet appear to be needed, the geogrid reinforced subgrade (placed about 2 feet below final subgrade elevation) may be more economical than deeper undercuts. The depth of the required undercut will be determined by the Geotechnical Engineer during construction.

Where geogrid stabilization is required, the bottom of the excavation should be covered with a layer of biaxial geogrid (TenCate Mirafi BXG120, Tensar BX 1200, or equivalent). Adjacent rolls of the geogrid should be overlapped a minimum of 12 inches. The geogrid should then be covered with ALDOT No. 57 or ALDOT 825-B crushed stone. The type and thickness of the crushed stone cover will be determined by the Geotechnical Engineer at the time of stabilization but is generally 6 to 12 inches thick. Tracked equipment should not be allowed to operate directly on the exposed geogrid. The geogrid should be covered with crushed stone before allowing access of tracked equipment. The excavation can then be backfilled with engineered soil fill in accordance with project specifications.

In lieu of undercutting an unstable subgrade, lime or cement treatment could be performed to dry and stabilize the subgrade soils provided the grading contractor has sufficient experience and equipment for chemical treatment methods. The lime or cement should be blended with the upper 12 inches of unstable subgrade soils using an appropriate mixing device, sufficient water added, the mixture should be properly compacted, and be allowed to cure for at least 72 hours. After curing, any subgrade areas that remain unstable, as determined by the proofroll test, should be retreated until a passing proofroll is achieved. Generally, the amount of hydrated lime or cement needed to create a dry stable subgrade is around 3 to 5 percent by dry weight. Adjustments to the amount of lime or cement may be required based on the subgrade soil conditions and/or confirmatory laboratory tests.

The depths of any necessary undercut or stabilization will vary depending on the site and weather conditions at the time of the earthwork. Grading during dry summer months would reduce the risk of needing to undercut unstable material. Grading during wet seasons or in wet site conditions would increase the risk of necessary undercut and replacement.

Subgrade Preparation

After completing the site preparation as described above, the final subgrade should be proofrolled with an adequately loaded vehicle such as a fully-loaded tandem-axle dump truck. The proofrolling should be performed under the observation of the Geotechnical Engineer or representative. Areas excessively deflecting under the proofroll should be delineated and subsequently addressed by the Geotechnical Engineer.

The final subgrade could become unstable with typical earthwork and construction traffic, especially after precipitation events. The effective drainage should be completed early in the construction sequence and maintained after construction to avoid potential issues. If possible, the grading should be performed during the warmer and drier times of the year. If grading is performed during the winter months, an increased risk for possible undercutting and replacement of unstable subgrade will persist. The workability of the on-site soil may be affected by precipitation, repetitive construction traffic or other factors. If unworkable conditions develop, workability may be improved by scarifying and drying. Some moisture conditioning (i.e., drying) of the existing soils should therefore be anticipated for onsite soils to be reused.

Excavation

We anticipate that excavations for the proposed construction can be accomplished with conventional earthmoving equipment. The bottom of excavations should be thoroughly cleaned of loose soils and disturbed materials prior to backfill placement and/or construction.

Fill Material Types

Fill required to achieve design grade should be classified as structural fill. Structural fill is material used below, or within 10 feet of structures, pavements or constructed slopes.

Reuse of On-Site Soil: Excavated on-site soil may be selectively reused as fill after proper moisture conditioning. Material property requirements for on-site soil for use as structural fill are noted in the table below:

Property	Structural Fill
Composition	Free of deleterious material
Maximum particle size	4 inches
Fines content	Not limited
Plasticity	Liquid Limit less than 50[2] Plasticity index less than 25[2]
GeoModel Layer Expected to be Suitable[1]	2, 3, 5

1. Based on subsurface exploration
2. The Fat Clays encountered in boring B-14 exceed these parameters, but can be reused engineered fill due to the sand and chert content

Imported Fill Materials: Imported fill materials should meet the following material property requirements. Regardless of its source, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.

Soil Type [1]	USCS Classification	Acceptable Parameters (for Structural Fill)
Low Plasticity Cohesive	CL, CL-ML ML, SM, SC	Liquid Limit less than 50 Plasticity index less than 25
Granular	GW, GP, GM, GC, SW, SP, SM, SC	Less than 50% passing No. 200 sieve

1. Structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site. Additional geotechnical consultation should be provided prior to use of uniformly graded gravel on the site.

Fill Placement and Compaction Requirements

Structural fill should meet the following compaction requirements.

Item	Structural Fill
Maximum Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used
Minimum Compaction Requirements [1]	98% of max.
Water Content Range [1]	Low plasticity cohesive: -2% to +2% of optimum Granular: -3% to +3% of optimum

1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698).

Utility Trench Backfill

Any soft or unsuitable materials encountered at the bottom of utility trench excavations should be removed and replaced with structural fill or bedding material in accordance with public works specifications for the utility be supported. This recommendation is

particularly applicable to utility work requiring grade control and/or in areas where subsequent grade raising could cause settlement in the subgrade supporting the utility.

On-site materials are considered suitable for backfill of utility and pipe trenches, provided the material is free of organic matter and deleterious substances. However, material used as trench backfill should comply with the pipe manufacturer or governing municipality's requirements.

Trench backfill should be mechanically placed and compacted as discussed earlier in this report. Compaction of initial lifts should be accomplished with hand-operated tampers or other lightweight compactors. Where trenches are placed beneath slabs, footings, or pavements, the backfill should satisfy the gradation requirements of engineered fill discussed in this report. Flooding or jetting for placement and compaction of backfill is not recommended.

Grading and Drainage

All grades must provide effective drainage away from the structure during and after construction and should be maintained throughout the life of the structure. Water retained next to the structure can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential floor slab and/or foundation movements, cracked slabs and walls, and roof leaks. In areas where hardscapes and/or paving do not abut against the structure, the roof should have gutters/drains with downspouts that discharge onto splash blocks at a distance of at least 10 feet from the structure.

Exposed ground should be sloped and maintained at a minimum 5% away from the structure for at least 10 feet beyond the perimeter of the structure. Locally, flatter grades may be necessary to transition ADA access requirements for flatwork. After structure construction and landscaping have been completed, final grades should be verified to document effective drainage has been achieved. Grades around the structure should also be periodically inspected and adjusted, as necessary, as part of the structure's maintenance program. Where paving or flatwork abuts the structure, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration.

Earthwork Construction Considerations

Shallow excavations for the proposed structure are anticipated to be accomplished with conventional construction equipment. Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to construction of grade-supported improvements such as floor slabs. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of

surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to floor slab construction.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety and maintaining the integrity of the existing structures are the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Construction Observation and Testing

The earthwork efforts should be observed by the Geotechnical Engineer (or others under their direction). Observation should include documentation of adequate removal of surficial materials (vegetation, topsoil, and pavements), undercutting of the existing fill in the Locker Room, evaluation and remediation of existing fill materials, as well as proofrolling and mitigation of unsuitable areas delineated by the proofroll.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, as recommended by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the building areas. Where not specified by local ordinance, one density and water content test should be performed for every 50 linear feet of compacted utility trench backfill and a minimum of one test performed for every 12 vertical inches of compacted backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated by the Geotechnical Engineer. If unanticipated conditions are observed, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Shallow Foundations

If the site has been prepared in accordance with the requirements noted in **Earthwork**, the following design parameters are applicable for shallow foundations.

Design Parameters – Compressive Loads

Item	Description
Maximum Net Allowable Bearing Pressure [1, 2]	2,000 psf
Required Bearing Stratum [3]	Medium stiff to hard and medium dense to dense native soils or new structural fill
Minimum Foundation Dimensions	Per IBC 1809.7
Ultimate Passive Resistance [4] **(equivalent fluid pressures)**	330 pcf (cohesive backfill) 460 pcf (crushed stone)
Sliding Resistance [5]	0.30 ultimate coefficient of friction – onsite soil or structural fill
Minimum Embedment below Finished Grade [6]	18 inches
Estimated Total Settlement from Structural Loads [2]	Less than about 1 inch
Estimated Differential Settlement [2, 7]	About 1/2 of total settlement

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. Values assume that exterior grades are no steeper than 20% within 10 feet of structure.
2. Values provided are for maximum loads noted in **Project Description**. Additional geotechnical consultation will be necessary if higher loads are anticipated.
3. Unsuitable or soft soils should be overexcavated and replaced per the recommendations presented in **Earthwork**.
4. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed and compacted structural fill be placed against the vertical footing face. Assumes no hydrostatic pressure. Apply a factor of safety of at least 1.5 when designing for lateral force resistance.
5. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Frictional resistance for granular materials is dependent on the bearing pressure which may vary due to load combinations.
6. Embedment necessary to minimize the effects of frost and/or seasonal water content variations. For sloping ground, maintain depth below the lowest adjacent exterior grade within 5 horizontal feet of the structure.

7. Differential settlements are noted for equivalent-loaded foundations and bearing elevation as measured over a span of 50 feet.

Design Parameters – Overturning and Uplift Loads

Shallow foundations subjected to overturning loads should be proportioned such that the resultant eccentricity is maintained in the center-third of the foundation (e.g., e < b/6, where b is the foundation width). This requirement is intended to keep the entire foundation area in compression during the extreme lateral/overturning load event. Foundation oversizing may be required to satisfy this condition.

Uplift resistance of spread footings can be developed from the effective weight of the footing and the overlying soils with consideration to the IBC basic load combinations.

Item	Description
Soil Moist Unit Weight	120 pcf
Soil Effective Unit Weight[1]	60 pcf
Soil weight included in uplift resistance	Soil included within the prism extending up from the top perimeter of the footing at an angle of 20 degrees from vertical to ground surface

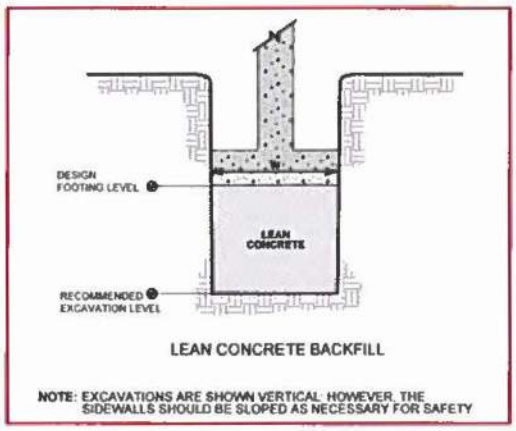
1. Effective (or buoyant) unit weight should be used for soil above the foundation level and below a water level. The high groundwater level should be used in uplift design as applicable.

Foundation Construction Considerations

As noted in **Earthwork**, the footing excavations should be evaluated under the observation of the Geotechnical Engineer. The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

Sensitive soils exposed at the surface of footing excavations may require surficial compaction with hand-held dynamic compaction equipment prior to placing reinforcing steel and/or concrete. Should surficial compaction not be adequate, construction of a working surface consisting of either crushed stone or a lean concrete mud mat may be required prior to the placement of reinforcing steel and construction of foundations.

If unsuitable bearing soils are observed at the base of the planned footing excavation, the excavation should be extended deeper to suitable soils, and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The lean concrete replacement zone is illustrated on the sketch below.



Floor Slabs

Design parameters for floor slabs assume the requirements for **Earthwork** have been followed. Specific attention should be given to positive drainage away from the structure and positive drainage of the aggregate base beneath the floor slab.

Depending upon the site and weather conditions at the time of construction, unsuitable, weak, and/or loose soils may be observed at the floor slab subgrade level. These soils should be densified in place or undercut and replaced with structural fill.

Floor Slab Design Parameters

Item	Description
Floor Slab Support[1]	Minimum 4 inches base course meeting material specifications of ACI 302 Subgrade passing the proofroll test and prepared according to recommendations in **Earthwork**
Estimated Modulus of Subgrade Reaction [2]	100 pounds per square inch per inch (psi/in) for point loads

1. Floor slabs should be structurally independent of building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation.

2. Modulus of subgrade reaction is an estimated value based upon our experience with the subgrade condition, the requirements noted in **Earthwork**, and the floor slab support as noted in this table. It is provided for point loads. For large area loads the modulus of subgrade reaction would be lower.

The use of a vapor retarder should be considered beneath concrete slabs on grade covered with wood, tile, carpet, or other moisture sensitive or impervious coverings, when the project includes humidity-controlled areas, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

Saw-cut contraction joints should be placed in the slab to help control the location and extent of cracking. For additional recommendations, refer to the ACI Design Manual. Joints or cracks should be sealed with a waterproof, non-extruding compressible compound specifically recommended for heavy duty concrete pavement and wet environments.

Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The Structural Engineer should account for potential differential settlement through use of sufficient control joints, appropriate reinforcing or other means.

Floor Slab Construction Considerations

Finished subgrade, within and for at least 10 feet beyond the floor slab, should be protected from traffic, rutting, or other disturbance and maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become damaged or desiccated prior to construction of floor slabs, the affected material should be removed, and structural fill should be added to replace the resulting excavation. Final conditioning of the finished subgrade should be performed immediately prior to placement of the floor slab support course.

The Geotechnical Engineer should observe the condition of the floor slab subgrades immediately prior to placement of the floor slab support course, reinforcing steel, and concrete. Attention should be paid to high traffic areas that were rutted and disturbed earlier, and to areas where backfilled trenches are located.

Pavements

General Pavement Comments

Pavement designs are provided for the traffic conditions and pavement life conditions as noted in **Project Description** and in the following sections of this report. A critical aspect of pavement performance is site preparation. Pavement designs noted in this section must be applied to the site which has been prepared as recommended in the **Earthwork** section.

Pavement Design Parameters

Traffic patterns and anticipated loading conditions were not available at the time that this report was prepared. However, we anticipate that traffic loads will be produced primarily by automobile traffic and occasional delivery and trash removal trucks. The thickness of pavements subjected to heavy truck traffic should be determined using expected traffic volumes, vehicle types, and vehicle loads and should be in accordance with local, city or county ordinances.

We have provided estimated pavement thickness design based upon our expectation of the quality of the subgrade as prescribed by the **Site Preparation** conditions as outlined in **Earthwork**, a subgrade maintained in a dry condition for the life of the project, and our experience with similar facilities. The subgrade in fill areas should be compacted to at least 98% of the standard Proctor maximum dry density.

A modulus of rupture of 580 psi was used in design for the concrete (based on correlations with a minimum 28-day compressive strength of 4,000 psi).

Pavement Section Thicknesses

The following table provides our opinion of minimum thickness for AC sections:

Asphaltic Concrete Design

Layer	Thickness (inches)	
	Light Duty [1]	Heavy Duty [1]
AC Wearing Surface [2, 3]	1.0	1.0
AC Binder [2]	2.0	2.5
Aggregate Base [2]	6.0	8.0

1. See **Project Description** for more specifics regarding traffic assumptions.
2. All materials should meet the current Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction.
   - Asphaltic Surface - ALDOT 424A Superpave Bituminous Concrete Wearing Surface Layer, ½ inch maximum aggregate size mix
   - Asphaltic Base - ALDOT 424B Superpave Bituminous Concrete Upper Binder Layer, ¾ inch maximum aggregate size mix
   - Aggregate Base – ALDOT 825B Dense Graded Aggregate Base, compacted to 100% of the modified Proctor
3. A minimum 1.0-inch surface course should be used on ACC pavements.

The following table provides our estimated minimum thickness of PCC pavements.

Portland Cement Concrete Design

Layer	Thickness (inches)	
	Light Duty [1]	Heavy Duty [1]
PCC [2]	5.0	6.0
Aggregate Base	4.0	4.0

1. All materials should meet Section 450 of the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction.

Areas for parking of heavy vehicles, concentrated turn areas, and start/stop maneuvers could require thicker pavement sections. Edge restraints (i.e. concrete curbs or

aggregate shoulders) should be planned along curves and areas of maneuvering vehicles.

A minimum 4-inch thick base course layer is recommended beneath concrete pavements to help reduce potential for slab curl, shrinkage cracking, and subgrade pumping through joints. Proper joint spacing will also be required to prevent excessive slab curling and shrinkage cracking. Joints should be sealed to prevent entry of foreign material and doweled where necessary for load transfer. PCC pavement details for joint spacing, joint reinforcement, and joint sealing should be prepared in accordance with ACI 330 and ACI 325.

Where practical, we recommend early-entry cutting of crack-control joints in PCC pavements. Cutting of the concrete in its "green" state typically reduces the potential for micro-cracking of the pavements prior to the crack control joints being formed, compared to cutting the joints after the concrete has fully set. Micro-cracking of pavements may lead to crack formation in locations other than the sawed joints, and/or reduction of fatigue life of the pavement.

Openings in pavements, such as decorative landscaped areas, are sources for water infiltration into surrounding pavement systems. Water can collect in the islands and migrate into the surrounding subgrade soils thereby degrading support of the pavement. Islands with raised concrete curbs, irrigated foliage, and low permeability near-surface soils are particular areas of concern. To reduce the risk of excess water migrating into the surrounding subgrade, the curb and gutter could be placed directly on the cohesive soil subgrade rather than on the unbound granular base course.

Pavement Drainage

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section.

Pavement Maintenance

The pavement sections represent minimum recommended thicknesses and, as such, periodic upkeep should be anticipated. Preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Pavement care consists of both localized (e.g., crack and joint sealing and patching) and global maintenance (e.g., surface sealing). Additional engineering consultation is recommended to determine the type and extent of a cost-

effective program. Even with periodic maintenance, some movements and related cracking may still occur, and repairs may be required.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to paved areas should slope down from the edges at a minimum 2%.
- Subgrade and pavement surfaces should have a minimum 2% slope to promote proper surface drainage, unless flatter slopes are required for ADA compliance.
- Install joint sealant and seal cracks immediately.
- Seal all landscaped areas in or adjacent to pavements to reduce moisture migration to subgrade soils.
- Place compacted, low permeability backfill against the exterior side of curb and gutter.
- Place curb, gutter and/or sidewalk directly on cohesive subgrade soils rather than on unbound granular base course materials.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is

solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly effect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

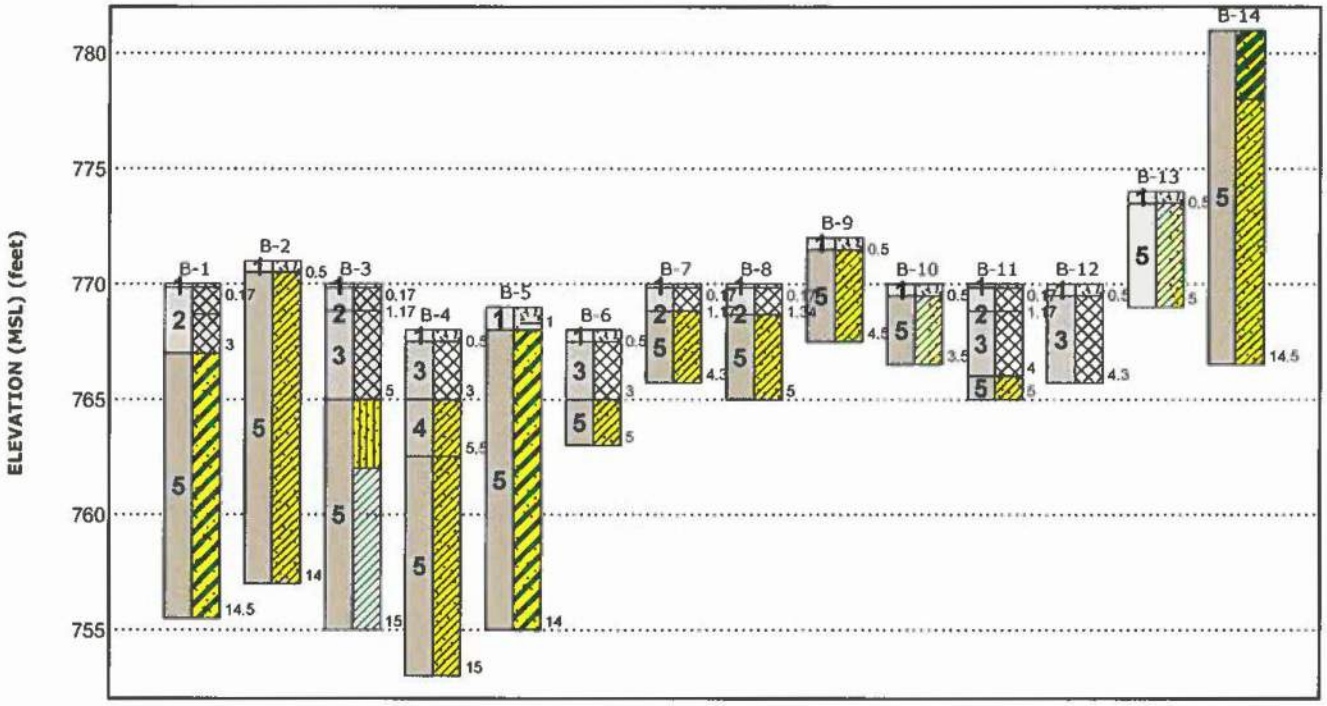
Figures

Contents:

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Surface Material	Topsoil (Zero to 12")
2	Existing Fill	Sand Drainage Layer
3	Existing Fill	Silty Sand, Sandy Silt, Sandy Lean Clay, variable density (N-values 2 to 15 blows per foot)
4	Soft Native Soils	Soft Lean Clay (CL), encountered in boring B-4 only
5	Medium Stiff-Hard & Medium Dense-Very Dense Soils	Lean Clay (CL) and Clayey Sand (SC) with varying amounts of sand and chert gravel. Sandy Fat Clay (CH) boring B-14 only

Legend	
Topsoil	Fill
Clayey Sand	Sandy Lean Clay
Silty Sand	Lean Clay
Lean Clay with Sand	Sandy Fat Clay

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
Numbers adjacent to soil column indicate depth below ground surface.

Attachments

Exploration and Testing Procedures

Field Exploration

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2,3]
1	15	Bleachers/Press box
2	15	One in each dugout
2	15	Indoor batting/locker building
5	5 to 15	Pavements/concourse
4	5	Playing field

Boring Layout and Elevations: Terracon personnel provided the boring layout using existing site features. Elevations were recorded from the furnished grading plan. If a more precise boring layout and elevations are desired, we recommend borings be surveyed.

Subsurface Exploration Procedures: We advanced the borings with a truck-mounted, rotary drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples were obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. For safety purposes, all borings were backfilled with auger cuttings after their completion.

We also observed the boreholes while drilling and at the completion of drilling for the presence of groundwater. The groundwater levels are shown on the attached boring logs.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's

interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Moisture Content
- Atterberg Limits
- Percent Passing No. 200 Sieve

The laboratory testing program often included examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Site Location and Exploration Plans

Contents:

Note: All attachments are one page unless noted above.

Site Location

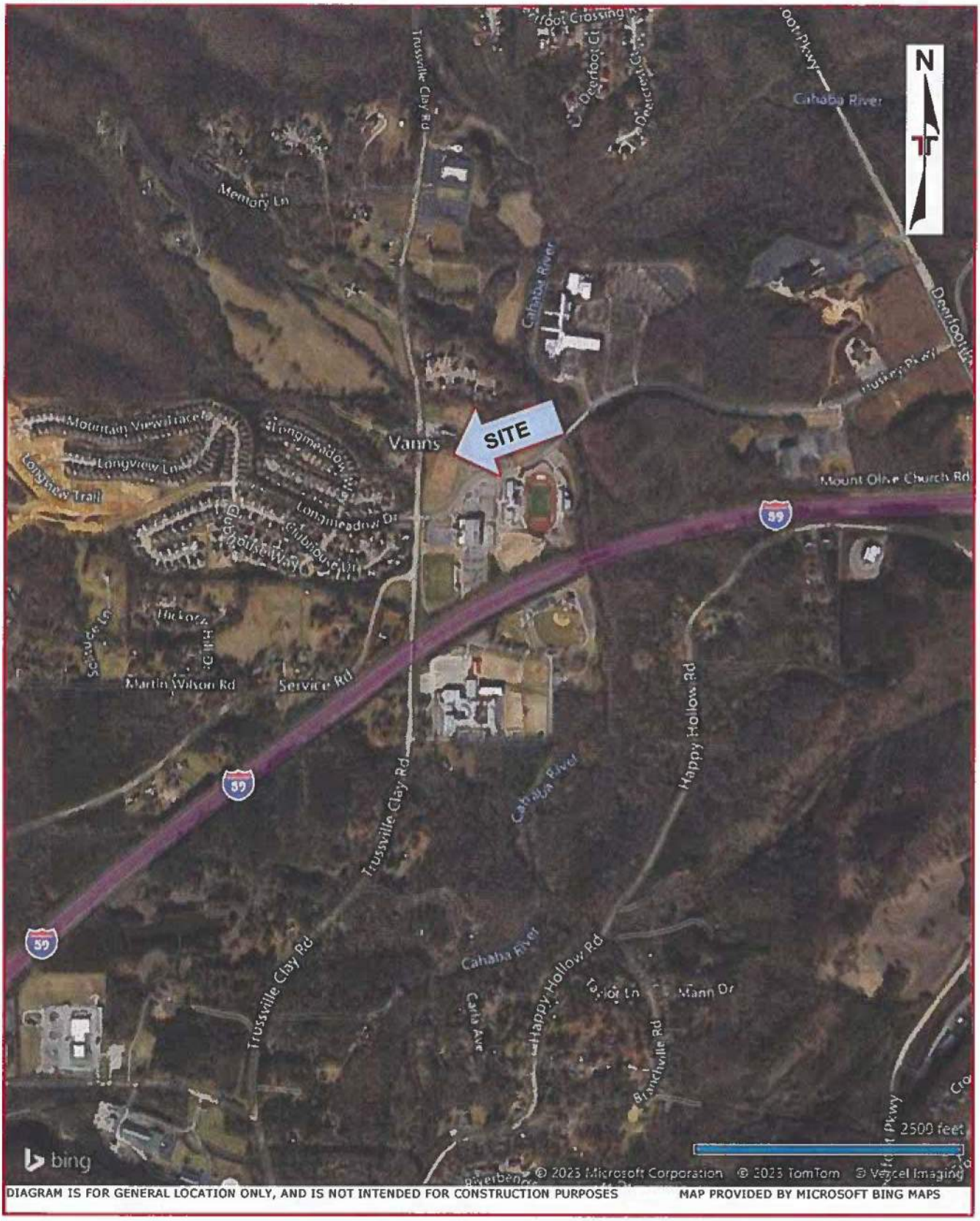


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exploration Plan

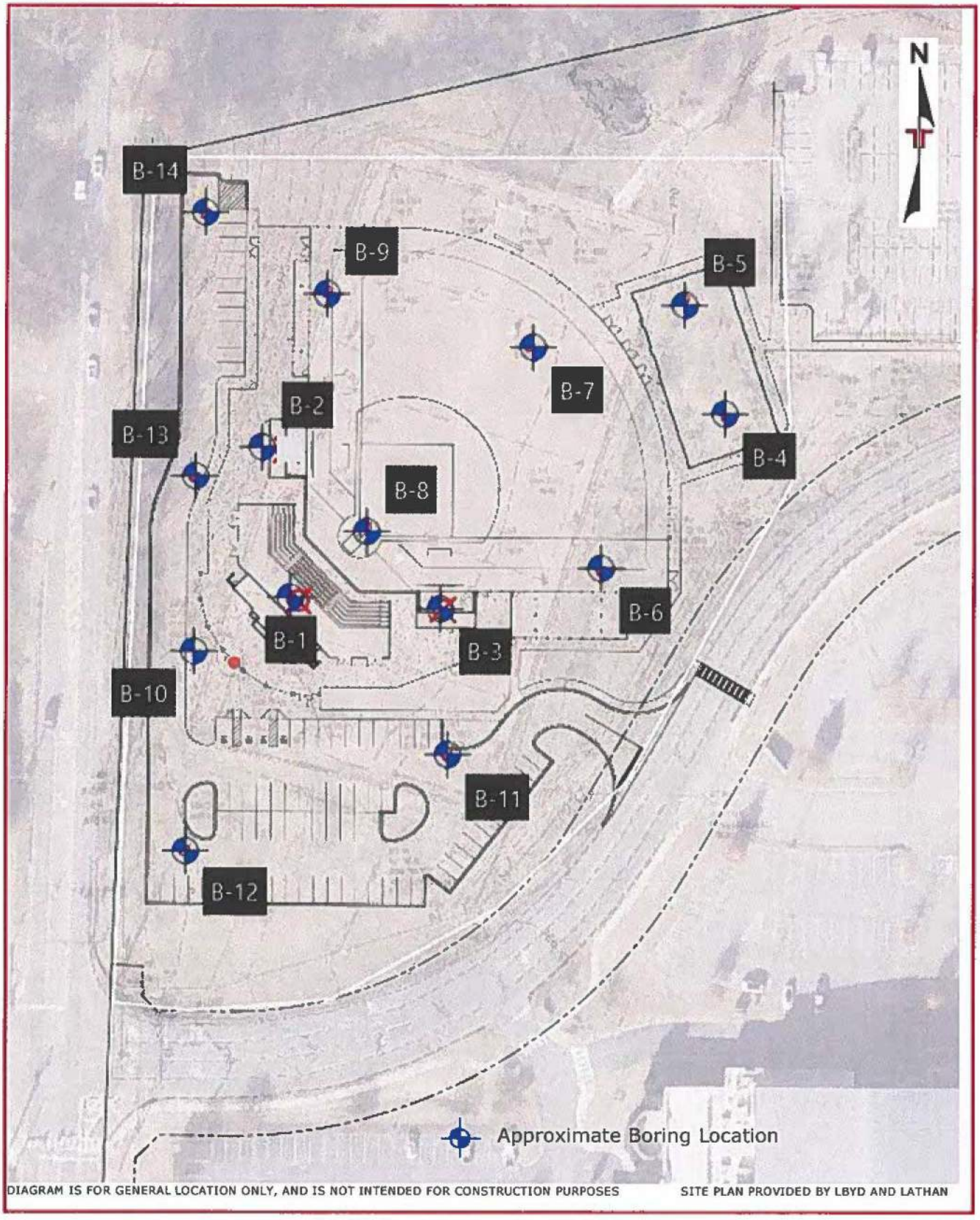


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

SITE PLAN PROVIDED BY LBYD AND LATHAN

Exploration and Laboratory Results

Contents:

Logs (B-1 through B-14)

Note: All attachments are one page unless noted above.

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-1

Location: See Exploration Plan

Latitude: 33.6615° Longitude: -86.5947°

Depth (Ft.) | Elevation.: 770 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Description	Elevation (Ft.)	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.2	**TOPSOIL (2")**	769.83				
2		1.3	**FILL - SAND**, drainage layer	768.66	2-2-2 N=4	21.0		
		3.0	**FILL - SILTY SAND**, brown	767				
5			**CLAYEY SAND (SC)**, some chert gravel, reddish brown, medium dense		6-5-6 N=11	16.7		45
			becomes yellowish brown with light gray		8-11-11 N=22			
					7-9-11 N=20			
			chert content increases and becomes very dense		30-50/5" N=50+			
		14.5	***Boring Terminated at 14.5 Feet***	755.5				

Depth (Ft.): 5, 10

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No water observed during drilling

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Notes

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-2

Location: See Exploration Plan
Latitude: 33.6618° Longitude: -86.5948°

Depth (Ft.) | Elevation.: 771 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**TOPSOIL (6")** 0.5 / 770.5						
5		**SANDY LEAN CLAY (CL)**, with chert gravel, yellowish brown and brown, stiff			3-3-5 N=8	20.5		
		becomes hard			11-16-20 N=36	18.9		
		becomes very stiff with trace chert			7-10-11 N=21			
					9-9-10 N=19			
		chert content increases and becomes hard			50/4" N=50+			
		14.0 / 757						
		Boring Terminated at 14 Feet						

5
10

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-3

Location: See Exploration Plan

Latitude: 33.6615° Longitude: -86.5944°

Depth (Ft.) | Elevation.: 770 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Elevation	Description	Field Test Results	Water Content (%)
1		0.2	769.83	**TOPSOIL (2")**		
2		1.2	768.83	**FILL - SAND**, drainage layer		
3		5.0	765	**FILL - SANDY LEAN CLAY**, brown	4-4-4 N=8	14.6
					2-1-1 N=2	16.1
4		8.0	762	**SILTY SAND (SM)**, brown with gray, medium dense	4-5-5 N=10	
5		15.0	755	**LEAN CLAY (CL)**, tan with light gray, very stiff becomes hard	8-12-13 N=25 7-10-20 N=30	
				Boring Terminated at 15 Feet		

Depth (Ft.): 5, 10, 15

Water Level Observations | Sample Type | Atterberg Limits (LL-PL-PI) | Percent Fines

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No water observed during drilling

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Notes

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-4

Location: See Exploration Plan
Latitude: 33.6618° Longitude: -86.5938°
Depth (Ft.) Elevation.: 768 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.5 767.5 **TOPSOIL (6")**						
3		**FILL - SILTY SAND**, fine rootlets, resembles topsoil, dark brown			4-5-5 N=10			
		3.0 765						
4		**SANDY LEAN CLAY (CL)**, light brown, soft			2-2-1 N=3	16.7		
		5.5 762.5						
5		**SANDY LEAN CLAY (CL)**, orange brown, hard			16-20-25 N=45			
					30-50/4" N=50+			
		becomes very stiff			13-16-11 N=27			
		15.0 753						
		Boring Terminated at 15 Feet						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-5

Location: See Exploration Plan
Latitude: 33.6620° Longitude: -86.5939°
Depth (Ft.) Elevation.: 769 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**TOPSOIL (12")** 1.0 768						
5		**CLAYEY SAND (SC)**, with chert gravel, orange brown, medium stiff			7-7-7 N=14	14.0		
		loose from 3 to 5 feet			3-4-4 N=8	14.8		43
		becomes dense			10-16-18 N=34			
		light gray from 8' to 10', trace chert, medium dense			6-10-13 N=23			
		becomes brown, chert content increases, becomes very dense 14.0 755			50/6" N=50+			
		Boring Terminated at 14 Feet						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).
See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-6

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 33.6615° Longitude: -86.5941° Depth (Ft.) / Elevation.: 768 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**TOPSOIL (6")** 0.5 / 767.5							
3		**FILL - SANDY LEAN CLAY**, with chert gravel, brown to reddish brown 3.0 / 765				3-4-5 N=9			
5		**SANDY LEAN CLAY (CL)**, with chert gravel, yellowish brown, hard 5.0 / 763				8-18-20 N=38			
		Boring Terminated at 5 Feet	5						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No water observed during drilling

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Notes

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-7

Location: See Exploration Plan

Latitude: 33.6619° Longitude: -86.5942°

Depth (Ft.) | Elevation.: 770 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Elevation (Ft.)	Description	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.2	769.83	**TOPSOIL (2")**							
2		1.2	768.83	**FILL - SAND**, drainage layer							
5				**SANDY LEAN CLAY (CL)**, brown to reddish brown, very stiff				5-7-9 N=16			
				becomes hard				30-50/3" N=50+			
		4.3	765.7	***Boring Terminated at 4.3 Feet***							

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-8

Location: See Exploration Plan

Latitude: 33.6616° Longitude: -86.5945°

Model Layer	Graphic Log	Depth (Ft.)	Elevation.: 770 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.2	**TOPSOIL (2")** 769.83							
2			**FILL - SAND**, drainage layer							
		1.3	768.66							
5			**SANDY LEAN CLAY (CL)**, brown to reddish brown, medium stiff to stiff				3-5-3 N=8	18.5		
			becomes hard and yellowish brown				10-13-20 N=33	19.4		
		5.0	765	5						
			Boring Terminated at 5 Feet							

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-9

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 33.6620° Longitude: -86.5946° Depth (Ft.) / Elevation.: 772 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**TOPSOIL (6")** 0.5 / 771.5							
5		**SANDY LEAN CLAY (CL)**, with chert gravel, yellowish brown with black staining, very stiff to hard				5-8-10 N=18	18.2		
		becomes hard				30-50/5" N=50+			
		4.5 / 767.5							
		Boring Terminated at 4.5 Feet							

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-10

Location: See Exploration Plan
Latitude: 33.6614° Longitude: -86.5949°
Depth (Ft.) Elevation.: 770 (Ft.)

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.5 **TOPSOIL (6")** 769.5						
5		**LEAN CLAY WITH SAND (CL)**, reddish brown, medium stiff to stiff			4-3-4 N=7	18.6		
		becomes hard 3.5 766.5			50/1" N=50+			
		Boring Terminated at 3.5 Feet						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-11

Location: See Exploration Plan
Latitude: 33.6612° Longitude: -86.5944°

Model Layer	Graphic Log	Depth (Ft.)	Elevation.: 770 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.2	**TOPSOIL (2")** 769.83							
2		1.2	**FILL - SAND**, drainage layer 768.83							
3		4.0	**FILL - SANDY SILT**, medium gray, resembles topsoil 766				2-1-2 N=3			
5		5.0	**SANDY LEAN CLAY (CL)**, brown, stiff 765	5			4-4-5 N=9			
			Boring Terminated at 5 Feet							

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No water observed during drilling

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Notes

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-12

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 33.6610° Longitude: -86.5949° Depth (Ft.) / Elevation.: 770 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**TOPSOIL (6")** 0.5 / 769.5							
3		**FILL - SANDY LEAN CLAY**, with chert gravel, reddish brown				3-7-8 N=15	18.8		
						30-50/3" N=50+			
		4.3 / 765.7 ***Boring Terminated at 4.3 Feet***							

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Notes

Water Level Observations
No water observed during drilling

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-13

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 33.6617° Longitude: -86.5949° Depth (Ft.) / Elevation.: 774 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**TOPSOIL (6")** 0.5 / 773.5							
5		**LEAN CLAY WITH SAND (CL)**, yellowish brown, medium stiff to stiff				2-3-4 N=7			
		becomes hard and contains some chert gravel				16-20-35 N=55	19.5		
		5.0 / 769 ***Boring Terminated at 5 Feet***	5						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No water observed during drilling

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Notes

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Softball Complex
Hewitt-Trussville High School | Trussville, AL
Terracon Project No. E1235230

Terracon
2147 Riverchase Office Rd
Birmingham, AL

Boring Log No. B-14

Location: See Exploration Plan
Latitude: 33.6622° Longitude: -86.5949°

Depth (Ft.)	Elevation.: 781 (Ft.)	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
0	**SANDY FAT CLAY (CH)**, with chert gravel, yellowish brown, very stiff	5-8-8 N=16	30.3	57-32-25	
3.0	778				
	SANDY LEAN CLAY (CL), with chert gravel, yellowish brown, hard	12-30-50 N=80	21.3		
5		20-50/4" N=50+	10.4		
		25-50/5" N=50+			
10	becomes brown to yellowish brown				
		12-20-50/1" N=50+			
14.5	766.5				
	Boring Terminated at 14.5 Feet				

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No water observed during drilling

Drill Rig
CME-45

Driller
Smith Drilling

Logged by
BCR

Boring Started
01-22-2024

Boring Completed
01-22-2024

Notes

Advancement Method
Continuous flight auger

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Supporting Information

Contents:

Note: All attachments are one page unless noted above.

Terracon
2147 Riverchase Office Rd
Birmingham, AL

General Notes

Sampling

Standard Penetration Test

Water Level

- Water Initially Encountered
- Water Level After a Specified Period of Time
- Water Level After a Specified Period of Time
- Cave In Encountered

Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.

Field Tests

N	Standard Penetration Test Resistance (Blows/Ft.)
(HP)	Hand Penetrometer
(T)	Torvane
(DCP)	Dynamic Cone Penetrometer
UC	Unconfined Compressive Strength
(PID)	Photo-Ionization Detector
(OVA)	Organic Vapor Analyzer

Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms

Relative Density of Coarse-Grained Soils
(More than 50% retained on No. 200 sieve.)
Density determined by Standard Penetration Resistance

Relative Density	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 50
Very Dense	> 50

Consistency of Fine-Grained Soils
(50% or more passing the No. 200 sieve.)
Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance

Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Soft	less than 0.25	0 - 1
Soft	0.25 to 0.50	2 - 4
Medium Stiff	0.50 to 1.00	4 - 8
Stiff	1.00 to 2.00	8 - 15
Very Stiff	2.00 to 4.00	15 - 30
Hard	> 4.00	> 30

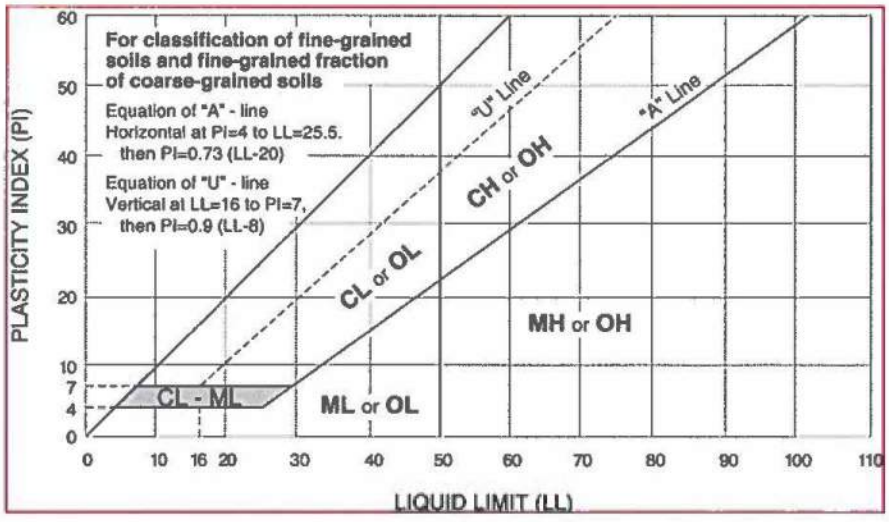
Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]				Soil Classification	
				Group Symbol	Group Name [B]
Coarse-Grained Soils: More than 50% retained on No. 4 sieve	**Gravels:** More than 50% of coarse fraction retained on No. 4 sieve	**Clean Gravels:** Less than 5% fines [C]	Cu≥4 and 1≤Cc≤3 [E]	GW	Well-graded gravel [F]
			Cu<4 and/or [Cc<1 or Cc>3.0] [E]	GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH	GM	Silty gravel [F, G, H]
			Fines classify as CL or CH	GC	Clayey gravel [F, G, H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	**Clean Sands:** Less than 5% fines [D]	Cu≥6 and 1≤Cc≤3 [E]	SW	Well-graded sand [I]
			Cu<6 and/or [Cc<1 or Cc>3.0] [E]	SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH	SM	Silty sand [G, H, I]
			Fines classify as CL or CH	SC	Clayey sand [G, H, I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	**Silts and Clays:** Liquid limit less than 50	**Inorganic:**	PI > 7 and plots above "A" line [J]	CL	Lean clay [K, L, M]
			PI < 4 or plots below "A" line [J]	ML	Silt [K, L, M]
		Organic:	$\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$	OL	Organic clay [K, L, M, N]
					Organic silt [K, L, M, O]
	Silts and Clays: Liquid limit 50 or more	**Inorganic:**	PI plots on or above "A" line	CH	Fat clay [K, L, M]
			PI plots below "A" line	MH	Elastic silt [K, L, M]
		Organic:	$\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$	OH	Organic clay [K, L, M, P]
					Organic silt [K, L, M, Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

[A] Based on the material passing the 3-inch (75-mm) sieve.
[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.
[E] $Cu = D_{60}/D_{10}$ $\quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
[F] If soil contains ≥ 15% sand, add "with sand" to group name.
[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
[H] If fines are organic, add "with organic fines" to group name.
[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.
[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
[N] PI ≥ 4 and plots on or above "A" line.
[O] PI < 4 or plots below "A" line.
[P] PI plots on or above "A" line.
[Q] PI plots below "A" line.



1.0 Requirements

As set forth herein are applicable to the Work under every Section or Division of this Specification, of the General Contractor and all Subcontractors.

1.1 Completion Date

Work under this contract shall be sufficiently completed to permit Owner to occupy the building, or a designated portion thereof, on or before date stipulated on the Proposal Form and accepted by Owner. See Paragraph entitled Time For Completion under SPECIAL PROJECT REQUIREMENTS, SECTION 01030.

1.2 Acceptance of Preceding Work

Before starting any operation, Contractor and each Subcontractor shall examine existing work performed by others to which his work adjoins. Failure to remedy faults in or notify Architect of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.

1.3 Layouts and Levels

General Contractor shall establish principal lines, grades, levels and corners, and shall set and maintain adequate reference points therefore. Contractor shall lay out own work to dimension from principal lines and shall be responsible for layout of his subcontractor's work.

1.4 Product Approval

A. In addition to items submitted for approval by Shop Drawings, Contractor to submit for approval within ten (10) days after receipt of Notice to Proceed a list of all products proposed for use in the work, listing manufacturer, make, model number, catalog listing subcontractors' and / or vendors' names, and other manufacturers' identification for each particular product for each particular use. Submit in letter form in 3 copies, and approval obtained before material is ordered. Submit list of products requiring color selection. Approved list of products manufacturer and / or vendor will be returned promptly in order to avoid any delay of ordering materials specified. General Contractor shall review with Architect and the Owner the actual status of availability of all materials and schedule of work in the building, (including Alternates).

B. Submit complete Product Data and testing results, if requested.

1.5 Weather Protection

Contractor provide, maintain and pay all cost for all weather protection required to properly protect all parts of structure from damage during construction. Note that building heating and cooling system will remain in operation throughout the contract period.

1.6 Manufacturer's Directions

A. Apply, install, connect and erect manufactured items or materials according to recommendations of manufacturer when such recommendations are not in conflict with Contract Documents.

B. Furnish to Architect, on request, copies of manufacturer's recommendations. Secure approval of recommendations before proceeding with work.

1.7 Coordination Between Trades: Contractor's Pre-Construction Coordination Meeting

A. Plumbing, Heating, Ventilating, Air Conditioning and Electrical Drawings are diagrammatic.

B. BEFORE COMMENCING WORK UNDER THIS CONTRACT, GENERAL CONTRACTOR IS TO ARRANGE FOR A MEETING OF ALL MAJOR SUBCONTRACTORS (AND SEPARATE CONTRACTS AS APPLICABLE) TO DETERMINE THAT ALL ITEMS WILL

FIT INTO SPACES PROVIDED, HEADROOMS MAINTAINED, CONCEALMENT REQUIRED, WALL THICKNESS SUFFICIENT FOR RECESS OF ITEMS, PRIORITIES ESTABLISHED IN INSTALLATION OF DUCTS, PIPING, ETC. **EACH SUBCONTRACTOR MUST HAVE THEIR RESPECTIVE ON-SITE JOB FOREMAN PRESENT.** Each Subcontractor to have drawings of all trades, and to be completely aware of and fully informed of, requirements and locations of work to be installed by other Subcontractors. In case of disagreements in locations, General Contractor is to settle same, giving preference to ductwork and larger items, except where grading of pipe may require preference. All decisions to be recorded on each Subcontractor's drawings and on jobsite set of drawings and fully inform all Subcontractors. No changes to be made which affect finish locations or alter requirements of contract without approval of the Architect. Do not cover or block previously installed alarm devices, valves, etc., without providing for access to same.

C. If, in any location, it is impossible to install required items and maintain requirements as to ceiling heights, clearances dimensions, etc., or due to structural interference, General Contractor is to advise Architect for a decision.

1.8 City Ordinances

A. Comply with all City rules, regulations and ordinances in regard to parking, unloading, blocking of street, sidewalk or alley; and provide all lights, barriers, temporary walkways, protection, etc., as necessary for complete compliance.

B. Comply with applicable Code and all local and Federal laws and ordinances in regard to safeguards during construction and fire protection, and all governing regulations pertaining to requirements during construction.

1.9 Operating and Maintenance Instructions

A. Contractor shall instruct Owner's operating personnel in proper operation, lubrication and maintenance of all equipment items installed under this contract.

B. At completion of job, Contractor shall provide three (3) copies of a brochure containing manufacturer's operating, lubricating and maintenance instructions and parts lists for each item of equipment furnished under this contract. Each copy shall be assembled and bound under a substantial hardboard cover with title and index. Provide a complete set of approved manufacturer's and contractor's shop and equipment "setting" drawings for major systems and equipment furnished under this contract.

One (1) copy of the Operating and Maintenance instructions shall be hand delivered to the Architect at the final inspection and the remaining copies shall be provided to the Owner prior to issuance of the Certificate of Substantial Completion

1.10 Site Limitation and Use

A. General Contractor and each Subcontractor shall note the extent of site available for access and storage. Contractor restricted to those limits.

B. All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

C. Contractor and Subcontractors are further cautioned that the traffic on adjacent streets may place strict limitations on the rates and means of delivery of materials, equipment and supplies, the removal of rubbish, and, in some cases, the hours during which deliveries are made.

1.11 Protection of Existing Property Adjacent

A. Protect and cause no damage to adjacent area and site.
During progress of work, Contractor will be responsible for full and complete protection of property which the work is being done, insofar as related to work under this Contract. Any damage to adjacent property, or contents caused by failure in performance with these requirements must be made good by Contractor at his own expense and to the satisfaction of Owner. Any damage to existing adjacent areas outside contract work limits shall be replaced with exact same materials as that damaged.

B. Provide for means to prevent objectionable dust and debris blowing onto adjacent property or streets from work being accomplished under this contract.

1.12 Dimensions

Contractor and each Subcontractor shall verify dimensions at site for built-in work, for work adjoining that of other trades and for dimensions shown to existing structures or installations. Notify Architect of any discrepancies.

1.13 Security of Construction Area

Contractor shall secure on site storage of materials and equipment. Storage of materials shall be within the Contractor's limit of construction at the site. This General Contractor shall adhere to Owner's requirements for security of work area and under all conditions shall be subject to these security regulations and requirements. Off-site storage of materials and equipment that are to be installed in the project shall be in a bonded storage area as outlined in the General Conditions.

1.14 Delivering and Storage

A. Deliver packaged materials to site in manufacturer's original, unopened and labeled containers. Do not open containers until approximate time for use.

B. Store materials in a manner that will prevent damage to materials or structure, and that will prevent injury to persons. No materials will be stored outside of contract work area by this Contractor.

C. Store cementitious materials in dry, weathertight, ventilated spaces. Store ferrous materials to prevent contact with ground and to avoid rusting and damage from weather.

1.15 Fire Protection

Contractor to take all necessary steps to ensure prevention of fire. Contractor to have portable extinguishers on hand at site throughout the period of construction. Flammable and combustible materials shall be kept in metal cans with tight covers and removed from building at end of each working day.

Fire protection systems within existing buildings must be maintained in full operation during construction.

1.16 Hoist, Ramps, Elevator Access, etc.

Furnish and Maintain as Necessary: Hoists, ramps, railings, platforms, etc., required in conformance with local applicable regulations. Hoists shall be operated by qualified and experienced mechanics. Space for hoist shall be coordinated with Architect and Owner's assigned project representative.

1.17 Chases and Openings

Provide all proper chases, openings and recesses as indicated for work under this Contract. Build in all sleeves, anchors, etc., for proper engagement of work to be installed. All post piercing of slabs and masonry shall be core drilling.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

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

1.2 Description of Work

Minimum administrative and supervisory requirements necessary for coordination of work on the project include, but are not necessarily limited to, the following:

A. Coordination and meetings.
B. Administrative and supervisory personnel.
C. Surveys and records or reports.
D. Limitations for use of site.
E. Special reports.
F. General installation provisions.
G. Cleaning and protection.
H. Conservation and salvage.
I. Special Inspections.

1.3 Coordination and Meetings

A. General

Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.

B. Coordination Drawings

Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate sequence for installation.

C. Bi-Weekly Coordination Meetings

Hold bi-weekly general project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

D. At Contractor's option, bi-weekly coordination meetings can be held integrally with progress meetings.

1.4 Administrative / Supervisory Personnel

A. General

In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.

B. Project Coordinator

Provide a full-time Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installation, protection of each other's work, cutting and patching, tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, tests, temporary facilities and services, scheduling and sequencing of mechanical / electrical work, integration of work placed into limited spaces available for mechanical / electrical installations, each trades' protection of work by other trades and preparation of mechanical / electrical coordination drawings.

1.5 Surveys and Records / Reports

A. General

Establish markers to set lines and levels for work as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use.

B. Survey Procedures

Before proceeding with the layout of actual work, verify the layout information shown on the drawings, in relation to the existing partitions and conditions. As work proceeds, check every major element for line, level and plumb. Maintain a record of such checks; make this record available for the Architect or Engineer. Record deviations from required lines and levels and advise the Architect or Engineer promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on record drawings.

1.6 Limitations on Use of the Site

A. General

Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

B. See also specific requirements of SECTION 01030 - SPECIAL PROJECT REQUIREMENTS and SECTION 01035 SPECIAL PROJECT PROCEDURES.

1.7 Special Reports

A. General

Submit special reports directly to the Owner through the Architect within one day of an occurrence. Submit a copy of the report to the other entities that are affected by the occurrence.

B. Reporting Unusual Events

When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or affects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

C. Reporting Accidents

Prepare and submit reports of significant accidents at the site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

2.0 -PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 General Installation Provisions

A. Pre-Installation Conferences

Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in, or affected by, that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect / Engineer of scheduled meeting dates.

1. At each meeting review progress of other work and preparations for the particular work under consideration including specific requirements for the following:

   Contract documents.
   Options.
   Related change orders.
   Purchases.
   Deliveries.
   Shop drawings, product data and quality control samples.
   Possible conflicts and compatibility problems.
   Time schedules.
   Manufacturer's recommendations.
   Compatibility of materials.
   Acceptability of substrates.
   Temporary facilities.
   Space and access limitations.
   Governing regulations.
   Safety.
   Inspection and testing requirements.
   Required performance results.
   Recording requirements.
   Protection.

2. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect / Engineer.

3. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.

B. Installer's Inspection of Conditions
Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

C. Special Inspections
Coordinate and schedule for Special Masonry Inspections with Masonry Contractor and Owner's Inspector as required to comply with current Building Codes. All grout placement for CMU walls shall be witnessed by the Special Inspector.

D. Manufacturer's Instructions
Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than the requirements indicated in the contract documents.

E. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.

F. Provide attachment and connection devices and methods for securing work. Secure work true to line and level and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect / Engineer for final decision.

G. Recheck measurements and dimensions of the work as an integral step of starting each installation.

H. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.

I. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.

J. Mounting Heights
Where mounting heights are not indicated, mount individual units of work at industry recognized standard and A.D.A. acceptable mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect / Engineer for final decision. For mounting heights on Owner Furnished Equipment, Contractor shall obtain accurate information from data supplied by Owner or from field measurements of actual equipment to be relocated and installed.

3.2 Cleaning and Protection

A. General
During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.

B. Clean and perform maintenance on installed work as frequently as necessary

through the remainder of the construction period. Adjust and lubricate operable components to ensure proper operation without damaging effects.

C. Limiting Exposures of Work

To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation, to the following:

Excessively high or low temperatures.
Thermal shock.
Excessively high or low humidity.
Water or ice.
Solvents.
Chemicals.
Electrical current.
Incompatible interface.
Misalignment.
Unprotected storage.
Theft.
Vandalism.

3.3 Conservation and Salvage

It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and General Provisions of Contract, including General and Supplementary Conditions (plus modifications thereto), and other Division 1 Specification Sections, apply to work of this Section.

1.2 Description of Requirements

A. Definition

"Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

1. "Cutting and patching" is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.

2. Cutting and patching performed during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

B. Refer to other sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

Unless otherwise specified, requirements of this section apply to mechanical and electrical work. Refer to Division 15 and Division 16 Sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

1.3 Quality Assurance

A. Requirements for Structural Work

Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

B. Before cutting and patching the following categories of work, obtain the Architect / Engineer's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.

1. Structural steel.
2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories or work.
3. Structural concrete.
4. Bearing walls.
5. Structural decking.
6. Exterior wall construction.
7. Piping, ductwork, vessels and equipment.
8. Structural systems of special construction, as specified by Division 13 Sections.

C. Where new work is indicated to interface with an existing roofing system or other systems potentially under current warranty, the Contractor shall coordinate as required to verify and provide new work in such manner and with such resources as to maintain the Owners current warranty accordingly without compromise.

D. Operational and Safety Limitations
Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

E. Before cutting and patching the following elements of work, and similar work elements where directed, obtain the Owner's approval through the Architect / Engineer to proceed with cutting and patching as proposed in the proposal for cutting and patching. Note fourteen (14) day prior notice requirement of Owner.

1. Primary operational systems and equipment.

2. Noise and vibration control elements and systems.

3. Control, communication, conveying and electrical wiring systems.

F. Visual Requirements
Do not cut and patch work exposed on the building's exterior or in its occupied spaces in a manner that would, in the Architect's opinion, result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

1.4 Submittals

A. Procedural Proposal for Cutting and Patching
Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:

1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational and visual changes as well as other significant elements.

2. List products to be used and firms that will perform work.

3. Give dates when work is expected to be performed.

4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted. Request day and time desired for disruption of services.

5. Where cutting and patching structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.

6. Approval by the Architect / Engineer to proceed with cutting and patching work does not waive the Architect / Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

2.0 - PRODUCTS

2.1 Materials

Except as otherwise indicated, or as directed by the Architect / Engineer, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

3.0 - EXECUTION

3.1 Inspection

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

B. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

3.2 Preparation

A. Temporary Support

To prevent failure, provide temporary support of work to be cut.

B. Protection

1. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

2. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

C. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.3 Performance

A. General

Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect / Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.

B. Cutting

1. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible, review proposed procedures with the original installer; comply with original installer's recommendations.

2. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering, and chopping. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

3. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion

of pipe and conduit to prevent entrance of moisture or other foreign matter.

C. Patching

1. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

2. Where feasible, inspect and test patched areas to demonstrate integrity of work.

3. Restore exposed finishes of patched areas and, where necessary, extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

4. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

5. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

6. Patch and repair existing plaster / gypsum board ceilings as necessary to provide an even plane surface of uniform appearance.

3.4 Cleaning

Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

1.0 GENERAL REQUIREMENTS

Temporary facilities and controls required for this project include, but are not necessarily limited to, the following:

1.1 Temporary Structures

A. Provide and maintain field office separate from the project of not less than 300 sq. ft. in area equipped with the following:

1. Heater or air conditioner as required by weather.
2. Telephone service.
3. Computer with ability and service to send/receive email.
4. Printer
5. Adequate lighting.
6. Plan table, 36" x 60" minimum (2)
7. Plan rack.
8. Desk and chair with lockable file drawer in desk.
9. Toilet facilities: Provide 1 water closet and 1 lavatory.
10. Computer system capable of sending/receiving emails with printer.

B. Within the Contractor's facilities, provide enclosed space adequate for holding weekly project meetings. Furnish with all required tables, chairs and utilities.

C. The entire facility, including furniture, will remain the property of the Contractor and shall be maintained at the site until 100% completion of the Work.

D. Portable office or trailer meeting above requirements acceptable pending local approval.

1.2 Temporary Facilities

A. Temporary water and electrical service connections will be provided by General Contractor. This Contractor shall make necessary connections and provide conductors and furnish and install area distribution boxes so located that the individual trades may use 30m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, and for inspection and safety.

B. Cost of temporary water and electric connections and conductors shall be borne by Contractor.

C. Provide temporary toilets in portable units. Toilets must meet standards of the County Public Health Department. Toilets shall be maintained for the duration of the project.

D. Remove temporary utilities on completion of construction.

1.3 Temporary Scaffolds, Lifts, Staging and Stairs

Provide scaffolds, lifts, staging, stairs, ramps, ladders, runways, platforms, hoists and guard rails necessary for execution of construction. Comply with recognized safety rules and prevailing laws or ordinances. Remove on completion of construction.

1.4 Protective Barricades and Temporary Walkways

A. Contractor to provide and maintain all necessary temporary barricades, covers, enclosing fences, walkways, scaffolds, guards, street barricades, etc., in accordance with requirements of SPECIAL PROJECT REQUIREMENTS - SECTION 01030.

Height and location to be in compliance with local codes and ordinances. Provide adequate warning signs and warning lights.

B. Materials for construction shall be substantial, sound, all of good appearance, straight, in line, unyielding, complete, well installed, braced and adequate for use intended. All to comply with requirements of local codes and ordinances including the International Building Code. Provide and install gates and doors in enclosing barricade as required.

C. Remove upon completion of the work.

1.5 Construction Fence

A. Provide 6'-0" high chain link fence around area of work, around staging area, and/or material storage area(s) as directed and/or as deemed necessary for safety. Fence shall be supported on steel posts and be free standing with panel stands. Fence to be maintained in good condition throughout contract period. Remove fence when contract is completed and repair any site damage caused by fence and posts.

B. Fence adjacent to pedestrian and traffic areas as required to safely maintain ongoing school operations subject to the Site Limits and approval of the Owner and the Architect.

C. Provide lockable gates (truck gates and pedestrian gate as required). Locate at Contractor's option. Keep gates closed except during actual ingress and egress.

D. Route fence in behind existing fire hydrants to keep available from street side at all times.

E. Coordinate fence location with Owner prior to installation of fencing and gates. Fencing and gates shall not obstruct the Owner's daily operation of pedestrian, bus, and or car traffic.

1.6 Protection

Conform to requirements of "Safety & Protection of Persons and Property", in GENERAL CONDITIONS.

1.7 Maintaining Traffic

A. Do not close or obstruct streets, sidewalks, alleys and passageways without permit. Do not place or store material in streets, alleys or passageways.

B. Conduct operations with minimum interference to roads, streets, driveways, alleys, sidewalks and facilities, except as noted herein.

C. Provide, erect and maintain lights, barriers and the like required by traffic regulations or local laws.

1.8 Protection of Structure and Property

A. Execute work to ensure adjacent property against damages which might occur from falling debris or other cause; do not interfere with use of adjacent property. Maintain free, safe passage to and from same.

B. Take precautions to guard against movement, settlement or collapse of any sidewalks or street passages adjoining property; be liable for any such movement, settlement or collapse; repair promptly such damage when so ordered.

1.9 Project Signs

Allow no signs or advertising of any kind on the job site except as specifically approved in advance by the Architect.

1.10 Maintenance and Removal

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect.

END OF SECTION

1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary (Special) Conditions, and modifications thereto, and other Division 1 Specifications Sections, apply to work of this Section. See Special Project Requirements Section 01030 for pre-installation meetings and pre-finishes meeting.

1.2 Description of Requirements

A. General

Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

B. Definitions

The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect or Engineer.

1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products and fabrication of customized work. These requirements also cover quality control of the installation procedures.

2. Inspection, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.

3. Requirements for the Contractor to provide quality control services as required by the Architect / Engineer, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 Responsibilities

A. Testing

Owner shall employ and pay for testing services except where tests are specifically indicated as being the contractor's responsibility.

B. Re-Test Responsibilities

Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance or related work with the requirements of the Contract Documents, then re-tests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Re-testing of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

C. Responsibility for Associated Services

The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include, but are not necessarily limited to, the following:

1. Providing access to the work.
2. Taking samples or assistance with taking samples.
3. Delivery of samples to test laboratories.
4. Security and protection of samples and test equipment at the project site.

D. Coordination

The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition, the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

1.4 Quality Assurance

Qualification for Service Agencies: Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.5 Submittals

A. General

Refer to Division - 1 Section of "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect / Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

B. Report Data

Written reports of each inspection, test or similar service shall include, but not be limited to, the following:

1. Name of testing agency or test laboratory.
2. Dates and locations of samples and tests or inspections.
3. Names of individuals making the inspection or test.
4. Designation of the work and test method.
5. Complete inspection or test data.
6. Test results.
7. Interpretations of test results.
8. Notation of significant ambient conditions at the time of sample-taking and testing.
9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the Contract Documents.
10. Recommendations on re-testing, if applicable.

2.0 - PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 Repair and Protection

Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with the Contract Document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

1.0 - GENERAL

A. Summary: Shop drawings may be transmitted for approval by electronic format or by hard copies.

1. Digital Copies:

a. Shop drawing and product data submittals shall be transmitted to Architect's office in electronic (PDF) format via email at **submittals@lathanassociates.com**. Do not email or copy transmittals to Architect or engineer.

b. The intent of electronic submittals is to expedite the construction process by reducing paperwork and improving information flow.

c. **The electronic submittal process is not intended for color samples, color charts, or physical material samples.**

d. After receiving approved digital submittals, **General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days.** Submittals are not considered complete until 2 copies have been received by the Architect. This may have a direct effect on pay requests or final payment.

e. The Architect will retain the two (2) hard copies of shop drawing submittals: one for project records, and one to be incorporated with Close-Out Documents for the Owner.

f. Prior to submitting electronic submittals, GC must sign electronic submittal agreement. Project will be either all electronic or all hard copy. We will not accept electronic submittals once we have begun with hard copies. A copy of this agreement is attached to this section.

DIGITAL file name shall include Architect Job No, Specification Section number and description. (e.g., 15-01, 06100 - Rough Carpentry). We will not accept files that are randomly named. (e.g. scan 1234 or from Xerox Copier, etc.) Digital submittals must still be stamped approved or approved as noted.

B. Submittal Procedures:

1. Coordinate submittals preparation with construction, fabrication, other submittals and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.

2. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

3. Processing: General Contractor must review and approve shop drawings and submittals prior to submitting to Architect. Allow the Architect no less than three (3) weeks for initial review. Allow more time if the Architect must delay processing to permit coordination with the sequence of construction, related specification divisions and finishes to be selected in comparison, engineers, consultants and owner's representatives. Allow no less than two (2) weeks for reprocessing.

NOTE: No extension of Contract Time and/or additional costs will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

4. Submittal Preparation: The following information must be included with each transmittal.
   a. Date
   b. Project name and architect's project number.
   c. Name of the General Contractor and contact within company.
   d. Subcontractor name.
   e. Supplier name.
   f. Description of item.
   g. Specification Section and name of that section.
   h. Name of the Manufacturer - Model / Style of Item.
   i. Only project specific items should be sent.

5. Transmittal Letter: Transmit samples, etc. with form that contains Architect's Job name and number, Specification Number, Product Name, Manufacturer name and Model number. On the form, record requests for data and deviations from requirements.

6. Contractors Action/Approval

   Include General Contractor's certification stamp that information has been checked and complies with requirements before submitting to architect. General Contractor's action stamp must include Approved or Approved as Noted.

   Information received without the contractor's stamp will be returned without any action taken by engineer or architect.

C. Submittal Schedule:

1. After developing the Contractor's Construction Schedule, prepare a schedule of submittals. Submit at or before date of the Pre-Construction Conference.

2. Coordinate with a list of Subcontracts, Schedule of Values, List of Products and the Contractor's Construction Schedule.

3. Prepare the schedule in order by Section number. Provide the following information:

   a. Date for first submittal.
   b. Related Section number.
   c. Submittal category (Shop Drawings, Product Data or Samples).
   d. Name of the Subcontractor.
   e. Description of the Work covered.
   f. Date for the Architect's final approval.

D. Shop Drawings:

Submit newly prepared information drawn to scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
7. After receiving approved digital Shop Drawings, General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days. Submittals are not considered complete until 2 copies

have been received by the Architect. This may have a direct effect on pay requests or final payment.

ALL MANUFACTURED ITEMS THAT ARE STRUCTURAL IN NATURE SHALL BEAR THE SEAL OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF ALABAMA AND SUBMITTED FOR APPROVAL.

E. Product Data:

1. Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.

2. Include the following information:

   a. Manufacturer's printed recommendations.
   b. Compliance with 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.

3. Submittals:

   a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.

4. Distribution:

   a. Furnish copies to Installers, Subcontractors, Suppliers and others required for performance of construction activities.

   b. Do not use unmarked Product Data for construction.

F. Samples:

1. Submit samples as required/requested and for color/texture finish selections.

2. Include the following:

   a. Specification Section number and reference.

   b. Generic description of the Sample.

   c. Sample source.

   d. Product name or name of the Manufacturer.

   e. Compliance with recognized standards.

3. Refer to other Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar characteristics.

   a. Samples erected at site and not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.

G. Architect's Action:

1. Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with contract documents and specified characteristics is the Contractor's responsibility.

2. Action Stamp

a. The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.

b. Architect's Action Stamp will read as follows:

Reviewed by Lathan Associates Architects, P.C.
Date
Approved for Design as Noted Subject to Contractor Verifying Quantities and Dimensions

2.0 - PRODUCTS Not applicable.

3.0 - EXECUTION Not applicable.

END OF SECTION

ELECTRONIC SUBMITTAL REQUIREMENTS FOR
LATHAN ASSOCIATES ARCHITECTS, P.C.

1. Processing: General Contractor must review and approve shop drawings and submittals prior to submitting to Architect. Allow the Architect two (2) weeks for initial review. Allow more time if the Architect must delay processing to permit coordination with other engineers and consultants.

   NOTE: No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

2. Contractors Action / Approval
   Include General Contractor's electronic certification stamp that information has been checked by the General Contractor and complies with requirements of the Contract Documents before submitting to architect. General Contractor's action stamp must include **Approved** or **Approved as Noted**.

   Information received without the contractor's stamp will not be reviewed and no action will be taken by engineer or architect.

   DIGITAL file name shall include Architect Job No, Specification Section number and description. (e.g., 15-01, 06100 - Rough Carpentry). We will not accept files that are randomly named. (e.g. scan 1234 or from Xerox Copier, etc.)

3. Submittal Preparation:
   Include the following information on transmittal / email.
   a. Date
   b. Project Name and Architect's Project Number.
   c. Name of the General Contractor and Contact within company.
   d. Subcontractor/Supplier.

   Clearly state **Number** and title of appropriate Specification Section and **Description** of Item and if applicable

   a. Name of the Manufacturer.
   b. Model / Style of Item.

4. **Electronic submittals will only be accepted when emailed to: submittals@lathanassociates.com**

   DO NOT COPY ARCHITECTS OR ENGINEERS WITH THE SUBMITTAL

5. After receiving approved submittals, **General Contractor is responsible for printing and delivering 2 hard copies of the approved shop drawings to the Architect within 10 days.** Submittals are not considered complete until these copies are received by the Architect and may have a direct effect on Pay Requests and / or final payment.

I have read the above requirements and agree to the terms set forth in this document.

_____ by: _____
General Contractor Authorized Signature

_____
Architect Job Name and Number

1.0 GENERAL

1.1 Section Includes:
- A. General requirements for product options and substitution procedures.
- B. Material and product options.
- C. Substitutions.
- D. Coordination
- E. Substitution Request Form.

1.2 Related Sections:
- A. Section 01025 - Summary of Work
- B. Section 01040 - Project Coordination
- C. Section 01350 - Shop Drawing Submittals
- D. Section 01400 - Materials and Equipment
- E. Section 01900 - Warranties
- F. Section 01910 - Close Out Procedures
- G. In addition to "General Conditions of the Contract", comply with product option and substitution requirements specified in this Section.

1.3 Material and Product Options:
- A. Materials and products specified by reference standards, by performance, or by description only:
  1. Any product meeting specified requirements.
- B. Materials and products specified by naming products of one or more manufacturers with a provision for an equivalent product:
  1. Submit one of the products listed which complies with specified requirements or submit a Request for Substitution for a product of manufacturer not specifically named which complies with specified requirements.
- C. Materials and products specified by naming products of several manufacturers meeting specifications:
  1. Submit one of the products listed which complies with specified requirements or submit a Request for Substitution for a product of manufacturer not specifically named which complies with specified requirements.

1.4 Substitutions:
- A. After date of Notice to Proceed, Architect / Engineer will consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a material or product becomes unavailable due to no fault of Contractor or as follows:
  1. Lockouts
  2. Strikes
  3. Bankruptcy
  4. Discontinuation of products
  5. Proven shortage
  6. Other similar occurrences
- B. Each proposed substitution of materials or products for that one specified is a representation by Contractor that he has personally investigated the substitution and determined that the proposed substitution is equivalent or superior to that specified in quality, durability and serviceability, design, appearance, function, finish, performance, and of size and weight which will permit installation in spaces provided and allow adequate service access. Additionally, Contractor agrees that it

will provide and/or do the following:

1. Same warranty on substitution as for specified product or materials;
2. Coordinate installation and make other changes that may be required for Work to be complete in all respects;
3. Waive claims for additional costs which may subsequently become apparent;
4. Verify that proposed materials and products comply with applicable building codes and governing regulations and, where applicable, has approval of governing authorities having jurisdiction.

C. The Architect/Engineer will review requests from Contractor for substitutions with the Owner. Contractor shall not purchase or install substitute materials and products without written approval. The Architect/Engineer will give written notice to Contractor and the Owner of acceptance or rejection within a reasonable time.

D. Document each request for substitution with complete data substantiating compliance of proposed substitution with Contract Documents. Contractor shall use the *Substitution Request Form* along with appropriate attachments and submit them to the office of the Architect. A copy of the *Substitution Request Form* is included at the end of this Section.

1. Documents, as appropriate, shall include the following:
   a. Reason for the proposed substitution;
   b. Change in Contract Sum and Contract Time, if any;
   c. Effect on work progress schedule and completion date;
   d. Changes in details and construction of related work required due to substitution
   e. Drawings and samples
   f. Product identification and description
   g. Performance and test data
   h. Itemized comparison of the qualities of the proposed substitution to the product specified including durability, serviceability, design, appearance, function, finish, performance, size and space limitations, vibration, noise, and weight
   i. Availability of maintenance service, source and interchangeability of parts or components
   j. Additional information as requested.

E. In the event of credit change in the cost, the Owner shall receive all benefit of the reduction in cost of the proposed substitution. Credit shall be established prior to final approval of the proposed substitution and will be adjusted by Change Order.

F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, without having been reviewed and approved by Contractor, or when acceptance will require substantial revision of Contract Documents without addition compensation to the Architect / Engineer.

G. In the event that the Contractor or Subcontractor has neglected to place an order for specified materials and products to meet the work progress schedule, specified requirements, color schemes or other similar provisions, such failure or neglect shall not be considered as legitimate grounds for an extension of completion time nor shall arbitrary substitutions be considered to meet completion date.

H. Only one request for substitutions will be considered for each product. When substitutions are not accepted, the Contractor shall provide specified product.

I. Should substitution be accepted, and substitution subsequently is defective or

otherwise unsatisfactory, Contractor shall replace defective material or product with specified material or product at no cost to Owner.

1.5 Coordination:

A. When a specified, optional, specified by reference standard, or proposed substitution item of equipment or material is submitted which requires minor changes or additions to the designed structure, finishes or to mechanical and/or electrical services due to its requirements being different from those shown on the Contract Documents, itemize the changes required and attach to submittal. Do not proceed with changes without written approval from the Architect / Engineer.

B. Contractor shall make adjustments and changes required to coordinate Work for installation of optional materials and products, approved substitutions and materials and products specified by reference standards without additional costs to Owner or Architect/ Engineer.

2.0 PRODUCTS

Not applicable.

3.0 EXECUTION

Not applicable.

END OF SECTION

PRIOR APPROVAL / SUBSTITUTION REQUEST FORM

Date: _____

Company Submitting Request: _____
(Name and Address)

_____

Contact Name: _____ **Phone:** _____ **Fax:** _____

E-Mail: _____

PROJECT NAME: _____

SPECIFIED ITEM: _____
(Section) (Page) (Description)

The undersigned requests consideration of the following product substitution:

PROPOSED SUBSTITUTION: _____
Provide Product Name / Model /Manufacturer

1. Attached data includes: _____ Product Description _____ Performance and Test Data
   _____ Drawings _____ Specifications _____ Photographs

2. _____ Yes / No changes will be required to the Contract Documents for the proper installation of proposed product substitution. If yes, then attach data that includes description of changes.

The undersigned states that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the drawings.
2. No changes to the building design, engineering design, or detailing are required by the proposed substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or **specified warranty requirements.**
4. No maintenance is required by the proposed substitution other than that required for originally specified product.
5. Other Information

The undersigned further states that they have read the corresponding specification section in the project manual and confirms that the function, appearance and quality of the proposed substitution are equivalent or superior to the originally specified product._____initial.

Signature: _____ Printed Name: _____

Fax Number: _____

For Architect's Use:

____ Accepted ____ Accepted As Noted ____ Incomplete Information

____ Not Accepted ____ Received Too Late ____ No Substitutions Accepted For This Product

Reviewed By / Date: _____

Processed by Addendum No. _____

Comments: _____

_____

1.0 - GENERAL REQUIREMENTS

1.1 Products and Materials

A. Products, materials and manufactured items or articles of like nature shall, as nearly as possible, be of one brand or manufacturer. No changes or substitutions shall be made without written consent of the Architect. In selection of colors and patterns, the Architect reserves the right to select from the manufacturer's running pattern line (within same price range) of the materials called for in the Specifications without the added cost to the Owner.

B. All products and materials used for this project shall be asbestos free.

1.2 Trade Names

The use of manufacturer's names and serial numbers are given to establish a standard of manufacture and not intended to be restrictive or preferential. Similar, equal, and approved materials of other manufacturers will be acceptable, subject to the approval of the Architect, pursuant to requirements set forth in INSTRUCTIONS TO BIDDERS and as required by the Specifications.

1.3 Measurements

Before ordering any material or doing any work, the Contractor shall verify all measurements of the building and shall be responsible for correctness of same. No extra charge or compensation will be allowed because of differences between actual measurements and the dimensions indicated on the Drawings. Any differences which may be found, shall be submitted to the Architect for consideration before proceeding with the work.

1.4 Salvageable Material

Any salvageable material and/or equipment shall remain the property of the Owner and, upon removal from its existing location, shall be stored where directed by the Architect.

In the event that the Owner does not wish to keep the salvaged material, it shall be the responsibility of the Contractor to remove same promptly from the site.

Salvageable material shall include those items indicated on the drawings as items to be reused or relocated. Remove all finish hardware from doors noted to be removed under demolition. Tag and label finish hardware as to door function (and label), and turn over to Owner.

Coordinate with Architect on questionable salvage items.

1.5 Unused Materials

Unused excess materials purchased for this project and charged against the contract shall be the property of the General Contractor and removed upon final completion.

END OF SECTION

SECTION 01410 – QA/ QC, STRUCTURAL TESTS, AND STRUCTURAL SPECIAL INSPECTIONS

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 includes administrative and procedural requirements required for compliance with the International Building Code, Chapter 17, Structural Tests and Special Inspections as well as specific quality-assurance and -control requirements for individual construction activities as referenced in the Sections that specify those activities.

B. Structural testing and special inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve contractor of responsibility for compliance with other construction document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the construction document requirements.
2. Requirements for contractor to provide quality-assurance and quality-control services required by architect, owner, or authorities having jurisdiction are not limited by provisions of this section.

C. The owner will engage one or more qualified special inspectors and / or testing agencies to conduct structural tests and special inspections specified in this section and related sections and as maybe specified in other divisions of these specifications.

1.3 DEFINITIONS

A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the building official and the Structural Engineer of Record.

B. Construction Documents: Written (including specifications), graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit. Construction Documents include all supplemental instructions, sketches, addenda, and revisions to the drawings and specifications issued by the registered design professional beyond those issued for a building permit.

C. Shop Drawings / Submittal Data: Written, graphic and pictorial documents prepared and

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

D. Structural Observation: Visual observation of the structural system by a representative of the registered design professional's office for general conformance to the approved construction documents. Structural observations are not considered part of the structural tests and special inspections and do not replace inspections and testing by the testing agency or special inspector.

E: Special Inspector: A qualified person who demonstrating competence, to the satisfaction of the code enforcement official and registered design professional in responsible charge, for inspection of the particular type of construction or operation requiring special inspection. The special inspector shall be a licensed professional engineer or engineering intern or a qualified representative from the testing agency.

F: Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

G: Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.

H: Testing Agency: A qualified materials testing laboratory under the responsible charge of a licensed professional engineer, approved by the code enforcement official and the registered design professional in responsible charge, to measure, examine, test, calibrate, or otherwise determine the characteristics or performance of construction materials and verify confirmation with construction documents.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications:
    1. Minimum qualifications of inspection and testing agencies and their personnel shall comply with ASTM E329-03 Standard Specification for Agencies in the Testing and / or Inspection of Materials Used in Construction.
        a. Inspectors and individuals performing tests shall be certified for the work being performed as outlined in the appendix of the ASTM E329. Certification by organizations other than those listed must be submitted to the building official for consideration before proceeding with work.

    2. Additional minimum qualifications of inspection and testing agencies and their personnel inspecting and testing concrete and concrete related work shall be as follows:
        a. An independent agency, acceptable to the Structural Engineer of Record qualified according to ASTM C 1077.
        b. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
        c. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an

ACI-certified Concrete Laboratory Testing Technician - Grade II.

3. In addition to these requirements, local jurisdiction may have additional requirements. It is the responsibility of the testing and inspection agencies to meet local requirements and comply with local procedures.

1.5 CONFLICTING REQUIREMENTS, REPORTS, AND TEST RESULTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the registered design professional in responsible charge for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the registered design profession in responsible charge for a decision before proceeding.

C. The special inspector's reports and testing agencies results shall have precedence over reports and test results provided by the contractor.

D. Where a conflict exists between the construction documents and approved shop drawings / submittal data, the construction documents shall govern unless the shop drawings / submittal data are more restrictive. All conflicts shall be brought to the attention of the registered design professional in responsible charge.

1.6 SUBMITTALS BY SPECIAL INSPECTOR AND / OR TESTING AGENCY

A. Special inspectors shall keep and distribute records of inspections. The special inspector shall furnish inspection reports to the building official, and to the registered design professional in responsible charge, contractor, architect, and owner. Reports shall indicate that work inspected was done in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted at a point in time agreed upon by the permit applicant and the building official prior to the start of work.
    1. Special inspection reports and test results shall include, but not be limited to, the following:
        a. Date of inspection.
        b. Description of inspections or tests performed including location (reference grid lines, floors, elevations, etc.).
        c. Statement noting that the work, material, and / or product conforms or

does not conform to the construction document requirements.

1) Name and signature of contractor's representative who was notified of work, material, and / or products that do not meet the construction document requirements.

d. Name and signature of special inspector and / or testing agency representative performing the work.

e. Additional information as required herein.

B. Schedule of Non-Compliant Work: Each agent shall maintain a log of work that does not meet the requirements of the construction documents. Include reference to original inspection / test report and subsequent dates of re-inspection / retesting.

C. Reports and tests shall be submitted within 1 week of inspection or test. Schedule of Non-Compliant Work shall be updated daily and submitted at monthly intervals.

D. Concrete Test Reports: Test results shall be reported in writing to Architect, Engineer, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain:

1. Project identification name and number.
2. Date and time of concrete placement.
3. Mix design number or identification.
4. Design compressive strength at 28 days.
5. Design Air Content.
6. Design Slump.
7. Location of concrete batch in Work.
8. Time concrete was batched.
9. Amount of water withheld at plant.
10. Amount of water added at site.
11. Temperature of mix at point of placement.
12. Slump at point of placement

    a. When use of a Type I or II plasticizing admixture conforming to ASTM C 1017 or when a Type F or G high range water reducing admixture conforming to ASTM C494 is used, slump shall be measured and report both before addition of the admixture and at the point of placement.

13. Air content.
14. Name of concrete testing and inspecting agency.
    a. Name of Laboratory Technician and ACI Certification Number.
    b. Name of Field Technician and ACI Certification Number.
15. Compressive breaking strength.
16. Type of break.

E. Final Report of Special Inspections. Submitted by each agent listed in the schedule of Structural Testing and Special Inspections.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 CONTRACTOR'S RESPONSIBILITY

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

B. The contractor shall submit schedules to the owner, registered design professionals and testing and inspecting agencies. Schedules will note milestones and durations of time for materials requiring structural tests and special inspections.

C. The contractor shall repair and / or replace work that does not meet the requirements of the construction documents.
   a. Contractor shall engage an engineer / architect to prepare repair and / or replacement procedures.
   b. Engineer / architect shall be registered in the state in which the project is located. Engineer shall be acceptable to the registered design professional in responsible charge, code enforcement official, and owner.
   c. Procedures shall be submitted for review and acceptance by the registered design professional in responsible charge, code enforcement official, and owner before proceeding with corrective action.

D. The contractor shall be responsible for costs of:
   a. Re-testing and re-inspection of materials, work, and / or products that do not meet the requirements of the construction documents and shop drawings / submittal data.
   b. Review of proposed repair and / or replacement procedures by the registered design professional in responsible charge and the inspectors and testing agencies.
   c. Repair or replacement of work that does not meet the requirements of the construction documents.

3.2 STRUCTURAL OBSERVATIONS

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

3.3 TESTING AND INSPECTION

A. Testing and inspection shall be in accordance with the attached Schedule of Special Inspections, as listed elsewhere in the project documents, and as listed herein.

B. Inspection of Fabricator's QC procedures

1. Review the quality control procedures of the following fabricators for completeness and adequacy relative to the fabricator's scope of work: steel fabricator.

    i. Exception: AISC Certified Steel Fabricators that submit a "Certificate of Compliance" at completion of their scope of work.

C. Soils, Periodic Inspection.

1. Verify bearing capacities of soils beneath footings is in accordance with the approved project soils report and earthwork specifications.

2. Verify assumed bearing capacities (As noted on the drawings, recommended by the geotechnical engineer, and specified in earthwork specifications.) and determine settlements of soils beneath footings and building pad.

3. Verify site preparation prior to beginning fill placement. Verify fill material type, placement method, lift thickness, and compaction of fill material. Verify in-place density of compacted fill.

    i. As recommended in approved soils report and specified in earthwork specifications.

D. Concrete, Continuous Inspection

1. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

    i. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd, but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

    ii. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.

5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

    i. Unit Weight is only required for lightweight concrete

6. Compressive-Strength Tests: ASTM C 39; test one laboratory-cured specimens at 7 days, one set of two specimens at 28 days, and hold one in reserve for later testing as directed by the Structural Engineer of Record.

    i. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.

7. Inspect bolts to be installed prior to and during placement of concrete.

8. Inspect concrete placement to verify operations are in accordance with project requirements.

    i. Verify correct mix is used.

E. Concrete, Periodic Inspection

1. Floor flatness:

    i. Measure floor and slab flatness and levelness according to ASTM E 1155 within **24** hours of finishing..

2. Inspect concrete formwork prior to concrete placemen, except as noted. Verify that construction joints are properly keyed. Verify that slab recesses, if any, have been installed.

3. Inspect reinforcing steel prior to concrete placement, except as noted, for installation including size, spacing and bar clearances. Verify that lap splices and embedment lengths are per the construction documents. Verify that dowels for work above are properly aligned and spaced to match other work.

4. Inspect all concrete curing operations and verify they are in accordance with project requirements.

F. Masonry, Periodic Inspection

1. At beginning of masonry construction:

    i. Inspect proportions of site prepared mortar and grout.

    ii. Inspect construction of mortar joints.

    iii. Inspect reinforcement for correct size and spacing.

2. At beginning of masonry construction and every 1000 square feet of masonry thereafter

i. Inspect work for size and location of structural elements

ii. Inspect work for correct location and type of embeds and anchor bolts.

iii. Specified size, grade, and type of reinforcement.

3. Prior to grouting

i. Inspect masonry cells and cleanouts prior to placement of grout. Verify spaces are clear.

ii. Inspect any site prepared grout proportions.

iii. Inspect placement of reinforcement.

iv. Inspect construction of mortar joints

4. Inspect protection of masonry during cold weather and hot weather.

i. During periods with temperatures below 40 degrees or above 90 degrees.

5. Verify compliance with all required inspection provisions of the construction documents and approved submittals.

G. Steel Construction, Periodic Inspection

1. Inspect high-strength bolts, nuts and washers:

i. Identify markings to conform to ASTM standards specified in the construction document.

ii. Inspect manufacturer's certificate of compliance.

2. Inspect high-strength bolting: Bearing-type connections.

3. Inspect and verify structural steel material:

i. Identification markings to conform to ASTM standards specified in the approved construction documents.

ii. Manufacturers' certified mill test reports.

4. Inspect and verify weld filler materials:

i. Identification markings to conform to AWS specification in the approved construction documents.

ii. Manufacturer's certificate of compliance required

5. Inspect welding: Structural Steel:

i. Single-pass fillet welds ≤ 5/16

H. Special Inspection for Wind Resistance, Periodic Inspection

1. Roof Cladding and Roof Framing Connections.
2. Wall Connections to Roof.
3. Diaphragms connections to framing.

I. Reference related specifications for the minimum level of inspections and testing. Provide additional inspections and testing as necessary to determine compliance with the construction drawings.

PART 4 - SCHEDULES AND FORMS (ATTACHED)

Statement of Special Inspections

Project: *New Softball Complex for Trussville City Schools*

Location: *Trussville, Alabama*

Owner: *Trussville City Board of Education*

Design Professional in Responsible Charge:

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

☒ Structural ☐ Mechanical/Electrical/Plumbing

☐ Architectural ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *Weekly* or ☒ per attached schedule.

Prepared by:

_____
(type or print name)

_____
Signature Date

Design Professional Seal

Owner's Authorization:

_____
Signature Date

Building Official's Acceptance:

_____
Signature Date

Final Report of Special Inspections

Project:

Location:

Owner:

Owner's Address:

Architect of Record:

Structural Engineer of Record:

To the best of my information, knowledge and belief, the Special Inspections required for this project, and itemized in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Special Inspector

(Type or print name)

Signature Date

Licensed Professional Seal

Agent's Final Report

Project:

Agent:

Special Inspector:

To the best of my information, knowledge and belief, the Special Inspections or testing required for this project, and designated for this Agent in the *Statement of Special Inspections* submitted for permit, have been performed and all discovered discrepancies have been reported and resolved other than the following:

Comments:

(Attach continuation sheets if required to complete the description of corrections.)

Interim reports submitted prior to this final report form a basis for and are to be considered an integral part of this final report.

Respectfully submitted,
Agent of the Special Inspector

(Type or print name)

Signature Date

Licensed Professional Seal or Certification

Contractor's Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated in the Quality Assurance Plan must submit a Statement of Responsibility.

Project:

Contractor's Name:

Address:

License No.:

Description of designated building systems and components included in the Statement of Responsibility:

Contractor's Acknowledgment of Special Requirements

I hereby acknowledge that I have received, read, and understand the Quality Assurance Plan and Special Inspection program.

I hereby acknowledge that control will be exercised to obtain conformance with the construction documents approved by the Building Official.

_____ _____

Signature Date

Contractor's Provisions for Quality Control

Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of reports is attached to this Statement.

Identification and qualifications of the person(s) exercising such control and their position(s) in the organization are attached to this Statement.

Fabricator's Certificate of Compliance

Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2 of the International Building Code must submit a *Fabricator's Certificate of Compliance* at the completion of fabrication.

Project:

Fabricator's Name:

Address:

Certification or Approval Agency:

Certification Number:

Date of Last Audit or Approval:

Description of structural members and assemblies that have been fabricated:

I hereby certify that items described above were fabricated in strict accordance with the approved construction documents.

_____ _____

Signature Date

_____

Title

Attach copies of fabricator's certification or building code evaluation service report and fabricator's quality control manual

SCHEDULE OF SPECIAL INSPECTIONS

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
1.00	**Fabricators**			
1.01	Review the quality control procedures of the following fabricators for completeness and adequacy relative to the fabricator's scope of work: steel fabricator, CFS truss fabricator, wood truss fabricator, hollow core slab plank maufacturer.	Periodic		OTA
1.02	The following fabricators, if registered and approved by the building official, may submit "Certificates of Compliance" at the completion of their scope of work that their fabricated items were constructed in accordance with the approved construction documents: steel fabricator, CFS truss fabricator, wood truss fabricator, hollow core slab plank maufacturer.	Periodic		OTA
2.00	**Soils and Deep Foundations**			
2.01	Verify bearing capacities of soils beneath footings.	Periodic	As recommended in approved soils report and specified in earthwork specifications.	OTA
2.02	Verify assumed bearing capacities and determine settlements of soils beneath footings and building pad.	Periodic	As noted on the drawings, recommended by the geotechnical engineer, and specified in earthwork specifications.	OTA
2.03	Verify site preparation prior to beginning fill placement. Verify fill material type, placement method, lift thickness, and compaction of fill material. Verify in-place density of compacted fill.	Periodic	As recommended in approved soils report and specified in earthwork specifications.	OTA
3.00	**Concrete Construction**			
3.01	Spread footings are excepted from the inspections listed below.			OTA
3.02	Continuous footings are excepted from the inspections listed below.			OTA
3.03	Slabs on grade are excepted from the inspections listed below.			OTA

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
3.04	Inspect reinforcing steel except as noted above for installation including size, spacing and bar clearances. Verify that lap splices and embedment lengths are per the construction documents. Verify that dowels for work above are properly aligned and spaced to match other work.	Periodic	Prior to each pour.	OTA; SDG & OTA for Storm Shelter
3.05	Inspect weldability of reinforcing steel other than ASTM A706.	Periodic	Prior to fabrication.	OTA
3.06	Inspect welded shear reinforcement.	Continuous	During installation.	OTA
3.07	Inspect all other welded reinforcement.	Periodic	Prior to pour.	OTA
3.08	Inspect bolts	Periodic		OTA
3.09	Inspect bolts to be installed in concrete prior to and during placement of concrete.	Continuous	During placement and concreting operations.	OTA
3.10	Verify each proposed concrete mix for the project.	Periodic	For each proposed mix.	OTA
3.11	Sample all concrete for strength tests and test concrete for slump, air content, temperature, and other tests.	Continuous	During placement operations. Reference concrete specifications for specific tests and frequencies.	OTA
3.12	Inspect concrete placement except as noted above.	Continuous		OTA
3.13	Inspect all concrete curing operations as noted in the extents column.	Periodic	Monitor during hot, cold and windy conditions. Reference concrete specifications.	OTA
3.14	Erection of precast concrete members.	Periodic	Inspect all connections.	OTA
3.15	Verification of in-situ concrete strength prior to removal of forms and shores supporting weight of concrete.	Periodic	Prior to form or shoring removal.	OTA
3.16	Verification of in-situ concrete strength prior to backfilling walls.	Periodic	Prior to backfilling operations.	OTA
3.17	Inspect Post installed anchors, expansion	Periodic		OTA
3.18	Inspect Post installed anchors, epoxy anchors	Continuous		OTA

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
4.00	**Masonry Construction**			
4.01	Masonry foundation walls are excluded from inspections listed below.			OTA
4.02	Inspect proportions of site prepared mortar and grout. Inspect construction of mortar joints. Inspect reinforcement for correct size and spacing. Inspect work for correct location and type of embeds and anchor bolts. Inspect work for size and location of structural elements.	Periodic	At beginning of masonry construction and every 1000 square feet of masonry thereafter.	OTA
4.03	Inspect masonry cells and cleanouts prior to placement of grout. Inspect grout proportions. Inspect placement of reinforcement.	Periodic	Prior to grouting of masonry.	OTA
4.04	Inspect grouting operations to ensure compliance with code and construction documents.	Continuous	During grouting.	OTA
4.05	Inspect proportions of site prepared mortar and grout. Inspect placement of masonry units and construction of mortar joints. Inspect reinforcement for correct size and spacing. Inspect work for correct size and location of structural elements.	Periodic	At beginning of masonry construction and every 1000 square feet of masonry thereafter.	OTA
4.06	Inspect masonry cells and cleanouts prior to placement of grout. Inspect placement of all grout.	Continuous	During grouting.	OTA
4.07	Inspect type size and location of anchors, including details of anchorage of masonry to structural members, frames or other construction.	Continuous	During installation of anchors.	OTA
4.08	Inspect welding of reinforcing bars.	Continuous	During installation and welding of all reinforcing.	OTA
4.09	Inspect protection of masonry during cold weather and hot weather.	Periodic	During periods with temperatures below 40 degrees or above 90 degrees.	OTA
4.10	Inspect preparation of grout specimens, mortar specimens and / or prisms.	Continuous	During preparation of all specimens.	OTA
4.11	Verify compliance with all required inspection provisions of the construction documents and approved submittals.	Periodic	As required for duration of project.	OTA

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
5.00	**Steel Construction**			
5.01	Inspect high-strength bolts, nuts and washers: a. Identify markings to conform to ASTM standards specified in the construction documents. b. Inspect manufacturer's certificate of compliance.	Periodic	Reference project specifications and ASTM material specifications; AISC 335, (Sect A3.4); AISC LRFD (Sect A3.3).	OTA
5.02	Inspect high-strength bolting: Bearing-type connections.	Periodic		OTA
5.03	Inspect high-strength bolting: Slip-critical connections.	Periodic or Continuous	Continuous monitoring required for pretensioning using calibrated wrench method or turn-of-nut method without matchmarking.	OTA
5.04	Inspect and verify structural steel material: a. Identification markings to conform to ASTM standards specified in the approved construction documents. b. Manufacturers' certified mill test reports.	Periodic	Confirm that materials meet applicable ASTM specifications noted in construction documents.	OTA
5.05	Inspect and verify weld filler materials: a. Identification markings to conform to AWS specification in the approved construction documents. b. Manufacturer's certificate of compliance required.	Periodic	Confirm that materials meet applicable ASTM specifications noted in construction documents.	OTA
5.06	Inspect welding: Structural Steel: 1) Complete and partial penetration groove 2) Multipass fillet welds. 3) Single-pass fillet welds > 5/16 "	Continuous	Per specifications and AWS D1.1	OTA
5.07	Inspect welding: Structural Steel: 1) Single-pass fillet welds ≤ 5/16 " 2) Floor and deck welds.	Periodic	Per specifications and AWS D1.1	OTA
5.08	Inspect steel frame joint details for compliance with approved construction documents: a. Details such as bracing and stiffening. b. Member locations. c. Application of joint details at each connection.	Periodic	Inspect complete frame.	OTA
5.09	Inspect and verify steel deck attachment.	Periodic		OTA
6.00	**Wood**			

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
6.01	Inspect fabricated wood trusses and shop built components.	Periodic	Inspect truss production in shop unless fabricator is approved by building official and submits certification of compliance at end of scope of work. Inspect ____% of trusses. Inspect 100% of trusses if discrepancies are observed	
6.02	Inspect site-built assemblies including site built trusses. Inspect erected trusses including bridging and attachments.	Periodic	Inspect all site-built trusses. Inspect erected trusses and installation of bridging.	
6.03	Inspect high-load diaphragms.	Periodic	Inspect all diaphragms after rough carpentry is complete.	
7.00	**Special Inspections for Wind Resistance**			
7.01	Roof Cladding and Roof Framing Connections	Periodic		OTA
7.02	Wall Connections to Roof and Floor Diaphragms and Framing	Periodic		OTA
7.03	Roof and Floor Diaphragm Systems, including Collectors, Drag Struts, and Boundary Elements.	Periodic		OTA
7.04	Vertical Windforce-Resisting Systems, including Braced Frames, Moment Frames, and Shearwalls	Periodic		OTA
7.05	Windforce-Resisting System Connections to the Foundation.	Periodic		OTA
7.06	Fabrication and installation of components and assemblies required to meet the impact-resistance requirements of Section 1609.1.4.	Periodic		OTA
8.00	**Special Inspections for Seismic Resistance**			

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
8.01	Inspect structural welding in accordance with AISC 341.	Continuous	Exceptions: 1. Single-pass fillet welds not exceeding 5/16 inch in size.	OTA
8.02	Inspect nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system including drag-struts, braces and hold-downs.	Periodic		OTA
8.03	Inspect welding operations of cold-formed steel framing elements of the seismic-force-resisting system.	Periodic		OTA
8.04	Inspect screw attachment, bolting, anchoring and other fastening of cold-formed steel framing components within the seismic-force-resisting system.	Periodic		OTA
8.05	Certificates of compliance used in masonry construction		Prior to construction.	OTA
8.06	Verify masonry *f'm*.		Prior to construction.	OTA
8.07	Test masonry *f'm*.	Periodic	Test for each 5000 sf of masonry.	OTA
8.08	Verification of proportions of materials in mortar and grout as delivered to the site	Periodic		OTA
8.09	Review certified mill test reports of all concrete reinforcing.			OTA
8.10	Submit certificate of compliance for designated seismic system components			OTA
9.00	**Cold Formed Steel Framing Construction**			OTA
9.01	Inspect exterior wall infill including installed studs' sizes and attachments.	Periodic		OTA
9.02	Inspect roof trusses assembly/framing and attachments.	Periodic		OTA
9.03	Verify size and gage of load bearing studs.	Periodic		OTA
9.04	Verify load bearing framing spacing, configuration and attachments.	Periodic		OTA
9.05	Verify load bearing bracing and blocking	Periodic		OTA
9.06	Proper seating of studs in track.	Periodic		OTA
9.07	Stud header size, gauge, and construction per structural drawings for load bearing walls.	Periodic		OTA
9.08	Screw attachments, bolting, anchoring, and other fastening of components per structural drawings.	Periodic		OTA
9.09	Welding of elements per structural drawings.	Periodic		OTA

Item	Inspection / Test / Certification	C or P	Extent / Comments	Agent
9.10	Where a cold-formed steel truss clear span is 60 feet or greater, verify that the temporary installation restraint/bracing and the permanent individual truss member restraint/bracing are installed in accordance with the approved truss submittal package.	Periodic		OTA

INSPECTION AGENTS

#	Firm, Address, Telephone
OTA	Owner's Testing Agent
SDG	SDG -- 300 Chase Park South, Suite 125, Hoover, AL 35244 -- (205) 824 - 5200

Note: The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Inspection Agent(s) may be subject to the approval of the Building Official.

Is the Schedule of Special Inspection Services part of a Quality Assurance Plan as defined in Sections 1705 or 1706 of the Building Code? _____

PART 1 - GENERAL

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

1.2 SUMMARY:

A. Owner will employ, and pay for, except as otherwise provided herein, services of an Independent Testing Laboratory to perform specified services.

B. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform work in accord with the Contract.

C. Related Work Described Elsewhere: Individual requirements for testing are defined in the pertinent other sections of these Specifications.

1.3 QUALIFICATION OF TESTING LABORATORY:

A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.

B. Meet basic requirements of ASTM E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."

C. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of any deficiencies reported by inspection.

D. Testing Equipment:
1. Calibrate at maximum 12-month intervals by devices of accuracy traceable to either:
   a. National Bureau of Standards.
   b. Accepted values of natural physical constants.
2. Submit copy of certificate of calibration, made by accredited calibration agency.

1.4 TESTING LABORATORY DUTIES: Limitations of Authority:

A. Schedule for Inspecting and Testing:
1. General: Prepare a master schedule of all items to be inspected and all items to be tested. By coordination with the construction schedule, establish tentative dates for each such activity.

2. Landscape Architect's Review: Submit this data in preliminary form for the Landscape Architect's review. Meet with the Landscape Architect and Contractor as required to arrive at mutually acceptable revisions. Make the agreed upon revisions and submit as required under Section 01300.

3. Revisions:
   a. Maintain the schedule for testing and inspecting to accurately reflect progress of the work.
   b. Do not decrease the inspecting and testing activity without written permission from the Landscape Architect.

c. Submit proposed revised schedules in adequate time to permit proper rescheduling of the Landscape Architect's activities in connection with inspection and tests.

B. Testing Laboratory Facilities: Provide all testing laboratory facilities required to satisfactorily perform the testing required under pertinent other sections of these Specifications and within the increments of time essential to timely completion of the work.

C. Cooperate with Landscape Architect and Contractor; provide qualified personnel promptly on notice.

D. Perform specified inspections, sampling and testing of materials and methods of construction:
1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
2. Determine compliance with requirements of Contract Documents.

E. Promptly notify Landscape Architect and Contractor of irregularities or deficiencies of Work which are observed during performance of services.

F. Promptly submit one (1) copy of reports of inspections and tests to Owner, one (1) copy to Landscape Architect, one (1) copy to Engineer and two (2) copies to Contractor, including:
1. Date issued.
2. Project title and number.
3. Testing Agency name and address.
4. Name and signature of Inspector.
5. Date of inspection or sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and Specification section.
9. Location of project.
10. Type of inspection or test.
11. Observations regarding compliance with Contract Documents.

G. Perform additional services as required by Owner

H. Testing Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of Work.
3. Perform any duties of the Contractor.

1.5 CONTRACTOR'S RESPONSIBILITIES:

A. Cooperate with Testing laboratory personnel, provide access to Work and to Manufacturer's operations.

B. Provide to Laboratory preliminary representative samples of materials to be tested, in required quantities.

C. Furnish copies of mill test reports.

D. Furnish Casual Labor and Facilities:
   1. To provide access to Work to be tested.
   2. To obtain and handle samples at the site.
   3. To facilitate inspections and tests.
   4. For Laboratories; exclusive use for storage and curing of test samples.

E. Notify Testing Laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

F. Conduct of Inspecting:
   1. Notification: To permit the Landscape Architect to witness inspections where the Landscape Architect so desires, notify the Landscape Architect not less than 24 hours in advance when inspection will not be performed as scheduled.
   2. Reimbursement of Landscape Architect's Costs: When Landscape Architect has dispatched personnel to witness inspecting or testing, and the inspecting or testing has been delayed without proper notification to the Landscape Architect, then reimburse all Landscape Architect's costs arising by virtue of lack of notification.

G. Employ, and pay for, services of a separate, equally qualified, Independent Testing Laboratory to perform additional inspections, sampling and testing required:
   1. For Contractor's convenience.
   2. When initial tests indicate Work does not comply with Contract Documents.

H. Specified Testing Laboratory: Where a particular testing laboratory is named and required under other sections of these Specifications, employ and pay for services of this laboratory. No other laboratory will be acceptable. Submittals of laboratory qualifications and its personnel qualifications will not be required.

1.6 ALTERNATIVE INSPECTION PROCEDURE: The Landscape Architect shall have the right to require alternative inspection procedure other than those specified when, in the Landscape Architect's opinion, such is required to demonstrate compliance with Contract requirements. Costs of inspection will be borne by the Owner if products are found to comply; otherwise, costs shall be borne by the Contractor.

END OF SECTION

1.0 - GENERAL

1.1 Related Documents

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division - 1 Specifications Sections, apply to work of this Section. See drawings for additional Demolition and Protection Requirements not stated herein.

1.2 Description of Work

A. Extent of selective demolition work as indicated on drawings and/or as required for completion of finish work.

B. Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:

1. It is the intent for all required existing building components, systems, related structure, materials, etc., be removed and/or relocated to allow for completion of new construction, whether indicated or not.

2. All abandoned components, systems and related wiring, piping, ductwork, controls, fixtures, etc., shall be removed from job site, whether specifically indicated or not. Refer to Civil, Structural, Plumbing, Mechanical and Electrical drawings and specifications for respective demolition requirements and coordinate with Architectural.

3. See drawings for other demolition items.

1.3 Submittals

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

B. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

C. Existing building function and operation shall be maintained during construction unless scheduled and approved by the Owner. Work schedule shall vary as required to complete work as required.

D. Existing facilities shall be maintained in operation during construction. Protect and/or relocate all utilities, service, security systems, satellite communications, data systems, etc., as required to ensure continuous operation and function. Temporary relocation and utility outages shall be scheduled and approved by the Owner.

1.4 Job Conditions

A. Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

B. Owner and Architect assume no responsibility for actual condition of items or structures to be demolished.

C. All salvageable materials, as selected by Owner, shall be removed, stored, and / or delivered to Owner as directed. Salvageable materials shall be protected during removal and delivery. All items of salvage not wanted by the Owner shall be the property of the General Contractor and removed from job site.

D. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.

1. All paths to and from exits and entrances shall be maintained during construction. Provide temporary barricades, fences, warning signs, etc., as required, interior and exterior, to protect building occupants and pedestrians during construction and demolition.

2. Erect temporary covered passageways as required by authorities having jurisdiction.

3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

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

5. Protect floors with suitable coverings when necessary.

6. Construct temporary insulated solid dust proof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.

7. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.

8. Remove protections at completion of work.

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

F. Traffic:

1. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities.

2. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

G. Explosives: Use of explosives will not be permitted.

H. Utility Services:

1. Maintain existing utilities indicated to remain, keep in service and protect against damage during demolition operations.

2. Do not interrupt existing utilities or fire alarm/fire protection systems serving occupied or used facilities, except when authorized in writing by

authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities. Repair damages to such immediately.

I. Environmental Controls:

1. Use water sprinkling, temporary enclosures and other suitable methods to limit dust and dirt, interior and exterior, from rising and scattering in air to lowest practical level. **COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.**

2. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.

2.0 - PRODUCTS

Products are not applicable to this section.

3.0 - EXECUTION

3.1 Inspection

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

3.2 Preparation

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

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

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

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

E. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4" studs, 5/8" drywall (joints taped) on occupied side, 1/2" fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.

F. Provide weatherproof closures for exterior openings resulting from demolition work.

G. Locate, identify, stub off and disconnect utility services that are not indicated to remain.

H. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shut-down of service is necessary during change over.

3.3 Demolition

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

1. Demolish concrete and masonry in all sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, roofs or framing.

3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

4. For interior slab on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.

5. Existing ceramic tile floor finishes shall be removed down to the top of the existing dropped slab.

B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect in written, accurate detail. Pending receipt of directive from Architect, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.4 Disposal of Demolished Materials

A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site. Pay all related fees and costs.

B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution.

C. Burning of removed materials is not permitted on project site.

3.5 Clean-Up and Repair

A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.

B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

1.0 - GENERAL

1.1 Scope

The work required under this Section consists of providing all labor, materials and equipment necessary to do all clean-up work; including, but not limited to, periodic cleaning, removal of temporary protection, removal of debris and final cleaning.

1.2 Related Sections

Administrative provisions and technical requirements specified under this Section are in addition to provisions for cleaning specified under various Sections of the Specifications and apply to each Section of Specifications.

1.3 Special Instructions

A. Contractor shall endeavor to keep interior free of dust and mud, take precautionary measures, and provide protective materials, such as insulated dust and noise partitions and gravel at all entries during dried-in stages of construction.

B. Upon completion of work in each area or part of the building and immediately prior to final inspection and acceptance of that respective area, that area shall be thoroughly cleaned and made ready for immediate occupancy by the Owner.

C. In case of failure to comply with the requirements of this Section for any part of the work within the time specified by the Architect, the Architect may cause the work to be done and deduct the price thereof from the Contract Price on the next succeeding monthly Application for Payment.

2.0 - PRODUCTS

2.1 Equipment

A. For periodic and final cleaning operations, use approved apparatus designed for the specific type of cleaning required and compatible with the particular materials to be cleaned.

B. Operate equipment in compliance with equipment manufacturer's instructions.

2.2 Materials

All soap, detergents, brushes, scrapers and other materials and accessories utilized in periodic and final cleaning shall be of a type recommended by the material manufacturer as being compatible with and non-injurious to the particular surface, material, equipment or finish to be cleaned.

3.0 - EXECUTION

3.1 Periodic Cleaning

A. The Contractor shall periodically, or as directed during the progress of the work, clean-up and remove from the premises all refuse, rubbish, scrap materials and debris caused by his employees, his Subcontractors or resulting from his work.

B. Such clean-up shall be sufficient to assure that at all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike.

C. Remove oily rags and combustible waste, debris, rubbish and excess materials from the premises at the completion of each day's work, or more often, if required to keep the building and premises free from any accumulation of flammable and dangerous materials.

D. At no time shall any rubbish, debris or any other material be thrown from window or door openings nor into foundation trenches.

E. Clean areas prior to any painting work. Take care to settle and minimize dust before painting begins. Use commercial type vacuum cleaners.

F. Close rooms and areas where painting and decorating work is completed to all but authorized personnel.

G. All debris and waste materials shall become the property of the Contractor and shall be removed by him from the project site.

H. Remove Debris from roof tops daily.

I. Trim excess exposed dur-o-wall flush with face of CMU.

J. Keep adjacent paved driveways and roads clear of mud and debris intruded as a result of this work.

3.2 Removal of Temporary Facilities

A. Upon completion of work in each area or part of the building, remove temporary lighting, power, protection and enclosures and repair defects in materials and workmanship noted after removal of such.

B. Before final completion and final acceptance, the Contractor shall remove from the Owner's property, and from all public and private property, all tools, scaffolding, falsework, temporary structures and/or utilities including the foundations thereof (except as the Owner permits in writing to remain).

3.3 Final Cleaning

A. Before final completion and acceptance, the Contractor shall remove from the Owner's property, and from all public and private property, all refuse, rubbish, scrap and surplus material and debris caused by his employees, his Subcontractors, or resulting from his work, leaving the site clean and true to line and grade, and the work in a safe and clean condition, ready for use and operation.

B. Clean all painted, enameled, stained or baked enamel work to remove all marks, stains, smudges, fingerprints and splatters from such surfaces.

C. Clean and remove all stickers, labels, marks, stains, smudges and paint from all glass. Wash and polish all glass, including, but not limited to, that in mirrors, view windows and doors, on the interior and exterior. Scratched or marred glass shall be replaced.

D. Clean all hardware and metals to remove all stains, marks, smudges, fingerprints, dirt, dust, paint or other disfigurement and polish. Scratched, marred or otherwise disfigured hardware or metals shall be replaced.

E. Clean all tile and floor finishes of all kinds to remove all splatters, stains, paint, dirt and dust. Wash and apply a final coat of wax and polish all finished floors except concrete and carpet as recommended by the manufacturer or as required by the Architect.

F. Clean all manufactured articles, fixtures, materials, appliances and equipment to

remove all stickers, labels, rust stains and temporary covers.

G. Clean and condition all manufactured articles, fixtures, materials, appliances and equipment and all electrical, heating and air conditioning equipment as recommended or directed by the manufacturer.

H. Blow out or flush out all foreign matter from all dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers and similar features of all appliances and equipment and all electrical, heating and air conditioning equipment as recommended or directed by the manufacturer.

I. Remove all paint from all identification plates on all appliances and equipment and all electrical, heating and air conditioning equipment and polish plates.

J. Exterior walks, steps, ramps and platforms shall be washed down, and broom cleaned to remove all dirt, dust, stains or other disfigurations.

K. Interior surfaces of all heating, ventilation and air conditioning ducts shall be damp or wet mopped or vacuum cleaned to remove all dirt and dust.

L. In general, leave all work clean and free of dirt, dust, smudges, stains, paint spots, mastic, caulk, sealant and other excess materials.

M. After final cleaning of building and prior to final balancing of heating and air conditioning system, all air filters shall be replaced with clean, new filters.

N. Upon completion of final cleaning, remove all cleaning equipment, materials and debris from the building and the premises.

END OF SECTION

1.0 - GENERAL

A. This Section shall adhere to *General Conditions of the Contract, Article 19, and DCM Form C-12,* as issued by The State of Alabama Department of Construction Management, a copy of which is included within this Specification Manual.

B. Should changes in the work constitute an increase or decrease in the Contract amount, the General Contractor shall submit a Change Order Request (COR) which shall include a number for identification, description and cost break down.

C. Contractor shall attach all supporting documentation, including, but not limited to the following:

1. Breakdown of costs which shall include material, labor, delivery (freight), installation, taxes, and mark-up for overhead and profit.

2. If a Subcontractor is used for the requested change, then supporting documentation listed for Item 1 shall also be provided by the Subcontractor and included with the COR.

D. In accordance with *General Conditions of the Contract, Article 19,* the General Contractor shall note the following:

1. Mark-Up Procedures for Change Order with net addition to Contract:
   a. The General Contractor's mark-up for overhead and profit shall not exceed fifteen (15) percent.
   b. Where Subcontract work is involved, the total mark-up for the Contractor and Subcontractor shall not exceed twenty-five (25) percent.
   c. The Architect must be able to determine the total amount of mark-up, therefore, supporting documentation **must** state the mark-up of both the Subcontractor and the General Contractor.

2. Mark-Up Procedures for Change Order with net Credit to Contract:
   "General Conditions of the Contract":
   Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work of no less than 5%.

3. Overhead "Indirect Costs": For the purposes of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change including but not limited to the following:
   a. Bonds
   b. Insurance
   c. Superintendent
   d. Job Office Personnel
   e. Watchman
   f. Job Office, office supplies and expenses
   g. Temporary facilities and utilities
   h. Home office expenses

2.0 – PRODUCTS (Not Applicable)

3.0 - EXECUTION

A. General Contractor shall submit COR to Architect for review and approval. If approved, the Architect will submit to Owner for final approval. Upon approval by the Owner, the Architect will prepare required number of copies of Change Order DCM Form C-12 (local) or DCM

Form C-12 (PSCA) and forward to General Contractor.

B. Three (3) copies of Change Order are required for locally funded projects and three (3) copies are required for PSCA funded projects. All copies must be signed by the General Contractor's Bonding Company with Power of Attorney attached.

- **In close coordination with the Alabama State Department of Education (ALSDE), as of October 1, 2022, all fully locally-funded K-12 projects' O/A Agreements, Amendments, Construction Contracts and Changes Orders must be submitted electronically via DocuSign links available at https://dcm.alabama.gov/forms_publicK12.aspx. Exception: any forms submitted on paper prior to October 1, 2022 will be processed to completion on paper.**

C. Sequence of execution shall be as follows:

1. General Contractor signs all copies of Change Order. Note: Change Order must be signed by an Officer within the company.
2. General Contractor forwards Change Order to their Bonding Company.
3. Bonding Company signs each copy and returns same to G. C.
4. G. C. forwards Change Order to Architect.
5. Architect forwards Change Order to local Board of Education.
6. Superintendent of local Board of Education executes and returns Change Order to Architect.
7. Architect forwards Change Order to either the State Department of Education (local funded projects) or to The State of Alabama Department of Construction Management (PSCA funded projects).
8. All parties will receive a copy of fully executed Change Order from the appropriate state agency for their permanent records.

D. General Contractor may include cost of Change Order on Pay Application only after receipt of fully executed Change Order. This cost shall be included on Pay Application as a separate line-item listing change order number and amount. Billing shall be for the percentage of work completed for the change order within the month covered by that Pay Application.

E. All change(s) in the work shall require approval by the Owner, through the Architect, in advance of the commencement of any work associated with the change(s).

F. Charges against Allowances shall **not** include General Contractor's mark-up.
- Refer to Specification Section 01020 - Allowances -

G. Refer to "*General Conditions of the Contract*" - "*DCM Form C-8* for additional information.

END OF SECTION

1.0 - GENERAL

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
   1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

C. Warranties
   1. Subcontractors: General Contractor shall provide a one-year warranty from each Subcontractor they have under contract for the project.

   2. Vendors/Suppliers: General Contractor shall obtain a one-year warranty from each Vendor/Supplier for manufactured product used for the project. Example: *XYS Building Products, Inc.* shall provide a one-year warranty for each product they provided for the project, such as, *toilet partitions and hollow metal doors and frames.* This warranty may be on a form or letterhead provided by the Vendor/Supplier and must list all products provided for the project.

   3. Manufacturers: The Manufacturer's warranty for each product shall be placed directly behind the applicable Subcontractor or Vendor/Supplier's warranty within the warranty binder.

   4. Roof Warranties: The executed roofing warranties shall be presented at Final Inspection. Manufacturer's warranties cannot be prorated.

D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's and limitations on product warranties do not relieve suppliers, manufacturer's and subcontractors required to countersign special warranties with the Contractor.

E. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

F. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

G. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

H. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise

available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

I. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

J. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

K. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper. Three (3) sets of warranties and close out documents are required: one set will be retained by the Architect and two sets will be delivered to the Owner.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.

2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

2.0 - PRODUCTS (Not Applicable)

3.0 - EXECUTION

The One-Year Warranty issued by the General Contractor shall list all disciplines they are covering when there is not a warranty from a Subcontractor. For instance, some General Contractors have Masons employed within their company and, therefore, do not contract Masonry work through a Masonry Subcontractor. In that case, the General Contractor's warranty would list Masonry as part of their itemized list of warranted work. Other typical examples are Painting, Rough Carpentry,

Miscellaneous Metals, etc.

Warranties shall bear the same date as the Date of Substantial Completion. All warranties shall be effective for a period of One Year from Date of Substantial Completion with exceptions for special warranties requiring extended periods of warranty coverage.

This list is designed as an aid to comply with close-out procedures; however, it should not be considered a complete and comprehensive list. General Contractor should review warranty requirements specified in Project Manual.

Warranties shall include, but not be limited, to the following:

Warranties from ALL Subcontractors for this project.

DIVISION 2 - SITE WORK
Site Protection
Site Clearing
Soil Poisoning
Earthwork
Lawns and Planting
Chain Link Fencing
Water Distribution
Sanitary Sewerage
Storm Drainage
Fences and Gates
Aluminum Ornamental Fence System
Synthetic Turf
Hot-Mix Asphalt Paving
Site Concrete Walks, Curbs & Paving
Louvered Fences and Gates

DIVISION 3 - CONCRETE
Cast-In-Place Concrete

DIVISION 4 - MASONRY
Unit Masonry

DIVISION 5 -METALS
Structural Steel
Steel Roof Deck
Cold Formed Metal Framing
Miscellaneous Metals

DIVISION 6 - CARPENTRY
Carpentry
Metal-Plate-Connected Wood Trusses
Finish Carpentry

DIVISION 7 - MOISTURE PROTECTION
Membrane Waterproofing
Solvent Type Dampproofing Coating
Building Insulation
Metal Wall Panels
Thermoplastic Polyolefin (TPO) Roofing System

Standing Seam Roof and Sheet Metal System
Wall Flashing
Caulking and Sealants
NOTE: Provide roofing warranties as stipulated in Division 7 of the specifications, and as required by The State of Alabama Department of Construction Management. Roofing warranties shall be presented at the time of Final Inspection.

DIVISION 8 - WINDOWS AND DOORS
Hollow Metal Doors & Frames
Flush Wood Doors
Metal Access Hatch
Coiling Service Doors
Aluminum Framed Entrances and Storefronts
Aluminum Windows
Finish Hardware
Glass and Glazing

DIVISION 9 - FINISHES
Tile
Acoustical Panel Ceilings
Linear Metal Ceilings
Resilient Rubber Base and Accessories
Epoxy Resinous Flake Flooring
Carpet
Painting

DIVISION 10 - SPECIALTIES
Solid Plastic Toilet Compartments
Flagpoles
Identifying Devices
Metal Sport, Athletic Lockers, and Staff Lockers
Rod Supported Extruded Aluminum Canopy
Toilet Accessories

DIVISION 11 - EQUIPMENT
Protective Netting
Field Padding

DIVISION 12 - FURNITURE AND FURNISHINGS
Fire Extinguishers
Miscellaneous Furnishings and Fixtures
Laminate Clad Casework
Mini Blinds

DIVISION 13 – SPECIAL CONSTRUCTION
Bleachers

DIVISION 15 - MECHANICAL – HVAC
Mechanical Systems – Equipment – Labor

DIVISION 15 – PLUMBING and FIRE PROTECTION
Plumbing Systems – Fixtures - Labor

DIVISION 16 - ELECTRICAL
Electrical Systems – Fixtures -Equipment – Material and Labor

See attached WARRANTY FORMS immediately following for General Contractors and Subcontractors

GENERAL CONTRACTOR WARRANTY FORM

G. C.' S PROJECT NO. _____ **ARCHITECT'S PROJECT NO:** _____

PROJECT NAME: _____

GENERAL CONTRACTOR: _____

(Name and Address) _____

_____

PROJECT OWNER: _____

ARCHITECT: Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244

PROJECT SUBSTANTIAL COMPLETION DATE:

This is to certify that we, _____, the General Contractor for the above referenced project, per contract documents, warrant all labor, material and equipment provided and performed for a period of One (1) Year from the Date of Substantial Completion indicated above.

If applicable, we warrant additional work, materials and equipment for One (1) Year on the following:

_____

_____

_____

_____

By: _____
(Name and Title)

Dated this _____ **day of** _____

State of Alabama
County of _____

Sworn to and subscribed before me this

_____ day of _____

_____
Notary Public

My Commission Expires: _____

SUBCONTRACTOR WARRANTY FORM

G. C.' S PROJECT NO. _____ **ARCHITECT'S PROJECT NO:** _____

PROJECT NAME: _____

GENERAL CONTRACTOR: _____

SUBCONTRACTOR: _____

(Name and Address) _____

_____

PROJECT OWNER: _____

ARCHITECT: Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244

PROJECT SUBSTANTIAL COMPLETION DATE:

We, _____ (name), Subcontractor for _____ (work),
as described in Specification Section(s) _____, do hereby warrant that all labor and materials provided and performed in conjunction with above referenced project are in accordance with the Contract Documents and will be free from defects due to defective materials and/or workmanship for a period of One (1) year from the Date of Substantial Completion indicated above or as required by the Specification Section relevant to your trade.

Should any defect develop during the warranty period due to improper materials and/or workmanship, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Subcontractor written notice of defective work. Should Subcontractor fail to correct defective work within Thirty (30) days after receiving notice, the Owner may, at his option, correct defects and charge Subcontractor cost for such correction. Subcontractor agrees to pay such charges upon demand.

Warranty applies to the following Work: _____

_____

By: _____
(Name and Title)

Dated this _____ day of _____

1.0 - GENERAL

A. Closeout requirements for specific construction activities are included in the appropriate Sections in Division 2 through 16.

B. Final Inspection Procedures: See Section 01030 - Special Project Requirements for Inspection Requirements
   1. Deliver tools, spare parts, extra stock, and similar items.
   2. Changeover locks and transmit keys to the Owner.
   3. Complete startup testing of systems and instruction of operation and maintenance personnel. **Obtain signature(s) of all Owner's personnel participating in operation and maintenance instructions.**
   4. Remove temporary facilities, mockups, construction tools, and similar elements.
   5. Complete final cleanup requirements, including touchup painting.
   6. Touch up and repair and restore marred, exposed finishes.

C. After Substantial Completion has been achieved, the General Contractor shall:
   1. Submit final payment request with releases and supporting documentation. Include insurance certificates where required.
      a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
      b. Advise the Owner of pending insurance changeover requirements.
      c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
      d. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
      e. Deliver tools, spare parts, extra stock, and similar items.
      f. Changeover locks and transmit keys to the Owner.
      g. Complete startup testing of systems and instruction of operation and maintenance personnel. Obtain signature(s) of all Owner's personnel participating in operation and maintenance instructions.
   2. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
   3. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
   4. Submit Consent of Surety to final payment.
   5. Submit Release of Liens.
   6. Submit a final settlement statement.
   7. Submit evidence of continuing insurance coverage complying with insurance requirements.

D. Record Drawings: Maintain a set of prints of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.
   1. Mark sets with red pencil.
   2. Mark completed record drawings: "As-Built" Set.
   3. Upon completion of the Work, submit record drawings to the Architect for the Owner's records in the form of two (2) CD's.

E. Record Specifications: Maintain one copy of the Project Manual, including addenda. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications. Give attention to substitutions and selection of options and information on concealed construction. Note related record drawing information and Product Data. Mark cover of set: "As-Built".

Upon completion of the Work, submit record Specifications to the Architect for the Owner's records in the form of two (2) CD's.

Note: If space allows, both "As-Built" plans and specs may be scanned and saved onto a single CD and 2 copies of record CD's shall be submitted.

F. Maintenance Manuals: Organize operation and maintenance data into sets of manageable size. Bind in individual, heavy-duty, 3-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties.
4. Wiring diagrams.

G. Close-Out Documents

Close-Out Documents consists of the following:

1. General Contractor's Warranty
2. Subcontractors' Warranties
3. Manufacturers' Warranties
4. Affidavit of Advertisement of Completion
5. Consent of Surety to Final Payment
6. Contractor's Affidavit of Release of Liens
7. Operating and Maintenance Manuals / Instructions to Owner
8. "As-Built" Plans and Specification Manual
9. Owner's Set of Shop Drawing Submittals

General Contractor shall submit three (3) sets of binders for Items 1-7. Documents should be bound in 3-ring binders in size suitable for amount of material included. Divider tabs should be used to separate items.

If Operating Manuals are large, they can be bound in separate binders as indicated under Paragraph I listed above.

"As-Built" Plans and Specification Manual (2 set of each) should be complete and submitted on CD's. All plans should be submitted as one set. Do not submit separate sets of "As-Built" plans for Plumbing, HVAC, Electrical, etc.

Architect shall submit one copy of the Shop Drawings to the Owner with close-out documentation.

2.0 - PRODUCTS (Not Applicable)

3.0 - EXECUTION

A. Operation and Maintenance Instructions:

Arrange for each Installer of equipment that requires maintenance to provide instruction in proper operation and maintenance. Include a detailed review of the following items.

1. Maintenance manuals.
2. Spare parts, tools, and materials.

3. Lubricants and fuels.
4. Identification systems.
5. Control sequences.
6. Hazards.
7. Warranties and bonds.
8. Maintenance agreements and similar.

B. As part of instruction for operating equipment, demonstrate the following:
1. Startup and shutdown.
2. Emergency operations and safety procedures.
3. Noise and vibration adjustments.

C. Final Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Complete the following operations before requesting inspection for certification of Substantial Completion.
1. Remove labels that are not permanent labels.
2. Clean transparent materials, including mirrors and glass. Remove 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. Vacuum carpeted surfaces.
4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
5. Clean the site of rubbish, litter, and foreign deposits. Rake grounds to a smooth, even textured surface.

D. Pest Control: Engage a licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.

E. Removal of Protection: Remove temporary protection and facilities.

F. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.

END OF SECTION

1.0 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Provisions of the contract including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

1.2 DESCRIPTION

A. This Work of this Section includes the protection and preservation from injury or defacement of all vegetation and objects designated to remain and the prevention of silts and increased run off leaving the site during or after site development.

B. The Contractor is solely responsible for controlling runoff and siltation from the site and onto protected or undisturbed areas of the site or adjacent sites. Means and methods described herein are the minimum acceptable.

C. The Work of this Section is incidental to the Contract and will not be paid for separately except where unit prices may be in effect.

D Related Sections: Divisions 2 Earthwork.

1.3 QUALITY ASSURANCE

A. Reference Standards:

1. General:

   a. Listings: Issues listed by references, including revisions of issuing authority, from part of this specification to extent indicated. Issues listed are identified by number, edition, date, title, or other designation established by issuing authority. Issues subsequently referred to are referred to by an issuing authority abbreviation and a basic designation.
   b. Modification: Modifications (by Architect) to reference standards, if any, are noted with standard.

2. Alabama Dept. of Transportation (ALDOT), Standard Specifications for Highway Construction, latest Edition: Section 665. Hay bales and Silt Fencing: Section 871, Fencing material.
3. Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, latest Edition.
4. Local Codes, Ordinances, Regulations.

B Pre-Construction Meeting: Before proceeding with site operations, review site features to remain and be protected at the site with Owner and Architects.

C. Tree Damage:

1. If any trees to be saved are severely injured so as to cause a loss of natural character to the crown, or so as to impair the life support system

or to cause death as a result of construction operation, the Contractor agrees to pay fifty dollars ($50.00) per one inch (1") of caliper, measured four feet (4') above the ground, for trees one inch (1") in caliper and larger, as fixed and liquidated damages, as determined by the Architects..

2. Severely damaged trees requiring liquidated damages will be determined by the Architects.
3. Damaged trees which are repairable as determined by the Architect shall be repaired by a qualified tree surgeon, approved by the Architect, and whose services will be at the Contractor's expense.
4. Clean up and repair damages to Owner's satisfaction.

D. Site Damage:

1. If any protection materials or measures are dismantled, removed or altered, even temporarily, or if areas of the site designated to remain are utilized in any manner without the Architects written authorization, the Contractor agrees to pay the Owner Five Hundred Dollars ($500.00) per infraction, as determined by the Architect, as fixed and liquidated damages.

2.0 - PERFORMANCE REQUIREMENTS

2.1 PRODUCT/MATERIAL DESCRIPTION

A. Wattles and Silt Fencing:

1. In accordance with ALDOT Section 665.

2. Install at perimeter of clearing and grading operations where shown on Drawings, (or as directed) as part of temporary erosion control and site protection.

3.0 - EXECUTION

3.1 JOB CONDITION

A. It is intended that the part of the property on which new construction does not occur remain undisturbed and as is.

B. Confine storage of materials, temporary facilities, and staging to areas approved by the Architect.

C. Do not carry on construction operations or materials storage within five feet (5') of tree protection fencing or flagging for Limit of Clearing.

3.2 SEDIMENTATION AND EROSION CONTROL

A. General: Employ erosion control management practices as required by the General Permit for Storm Water Discharges. The Contractor shall be responsible for obtaining the ADEM NOI (Notice of Intent) Permit for construction activity. LBYD, Inc. will assist the Contractor with the paperwork for the Permit. The Contractor will be responsible for application and maintenance of all conditions required by the Permit. The Contractor will also be responsible for all permit fees. Submit name of the Professional Engineer and/or Engineering firm to the Architect that is to be responsible for oversight of all requirements of the NOI

Permit. The Contractor shall be responsible for all requirements of the NOI Permit until acceptance of all work under this Contract. The Owner will work with a third party firm for the required monitoring.

B. Control and abate water pollution and erosion at its potential source; employ downstream sediment entrapment measures as a backup to primary control at the source.

C. Take all reasonable precautions to prevent and suppress fires and other detrimental occurrences which may be caused by construction operations.

D. Protect streams, lakes and reservoirs and drainage systems from contamination by siltation or other harmful materials.

E. The Contractor, his employees and subcontractors shall use conservation practices during the work, which shall include but are not limited to, the following:

1. Comply with all federal, state and local laws, rules and regulations for prevention and suppressive action for forest fires.
2. Protect and preserve soil and vegetation cover on the property and on adjacent lands. Any disturbance of soil and vegetation cover outside the Limit of Clearing line will not be permitted under any condition.
3. Prevent and control soil erosion and gulleying within the property covered by Contract and the lands immediately adjacent thereto as a result of construction.
4. Plan and conduct construction operations in such a manner so as to prevent pollution of streams, lakes and reservoirs with sediment or other harmful material used in the construction of the project. Protect downstream properties.
5. Do not deposit waste, loose soil or other materials in live streams, swales or drainage ways.
6. Do not operate mechanized equipment in live streams or streams channels.
7. Do not allow fuels, oils, bitumen or other greasy or chemical substances originating from construction operations to enter or be placed where they may enter a live stream or drainageway.
8. Coordinate sedimentation and erosion control measures with the clearing and grubbing operation so that both activities occur in the correct relation to one another.
9. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes, but is not limited to, repairs, any damage from storms, regular maintenance, and removal and disposal of accumulated silt.

F. Wattles shall be anchored by use of stakes.

G. Once installed, maintain silt fence until its capacity has been reached or erosion activity in the areas has been stabilized. When a silt fence has reached its capacity to function and need for a backup fence becomes evident, provide an additional line of silt fence. Repair of a damaged silt fence shall be accomplished by utilizing same type of materials used in original construction.

H. Install and maintain sedimentation and erosion control measures as a continuing program until the site work is complete. This includes repairs, damage from storms, regular maintenance and removal and disposal of accumulated silt.

3.3 MAINTENANCE

A. Maintain erosion control features that have been installed. Maintenance of erosion control features will be considered as an incidental part of the work and no specific payment for this will be made.

END OF SECTION 02125

1.0-GENERAL

1.1 RELATED DOCUMENTS

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

B. State and local codes shall control the disposal of trees, shrubs and other matter from the site clearing and grubbing operations.

C. The contractor shall notify the local agencies prior to beginning work, obtain all required permits, and shall be responsible for complying with their requirements.

1.2 SUMMARY

A. This Section includes the following:

1. Protecting existing trees and vegetation to remain.
2. Removing trees and other vegetation.
3. Clearing and grubbing (to include deep root systems).
4. Topsoil stripping.
5. Removing above-grade site improvements.
6. Removing below grade improvements.
7. Disconnecting, capping or sealing, and abandoning site utilities in place.
8. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections include the following:

1. Division 1 Section "Field Engineering" for verifying utility locations and for recording field measurements.
2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures during site operations.
3. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.

1.4 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain on Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.5 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

B. Record drawings according to Division 1 Section "Contract Closeout."

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

A. It shall be the contractor's responsibility to inspect the site to determine any discrepancies which would affect his work and to make allowable for such discrepancies in the contract sum and to notify the architect in writing of such discrepancies.

B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.

D. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

E. Notify utility locator service for area where Project is located before site clearing.

2.0 - PRODUCTS

2.1 SOIL MATERIALS

A. Suitable Soil Materials: Requirements for suitable soil materials are specified in Division 2 Section 02300 "Earthwork."

3.0 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Locate and clearly flag trees and vegetation to remain.

D. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 UTILITIES

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

B. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade or as required by Owner's on-site Geotechnical Engineer.
4. Use only hand methods for grubbing within drip line of remaining trees.

B. Fill depressions caused by clearing and grubbing operations with suitable soil material, unless further excavation or earthwork is indicated.

1. Place fill material in accordance with Section 2300 Earthwork, to make the surface conform to the surrounding original ground surface.

C. Remove existing boulders above cut slope areas as needed to prevent toppling.

3.4 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Maximum slope of topsoil pile 3H:1V
2. Do not stockpile topsoil within drip line of remaining trees.
3. Dispose of excess topsoil as specified for waste material disposal.

4. Stockpile surplus topsoil and allow for re-spreading deeper topsoil.
5. Existing topsoil to not be used within the limits of the track. Off-site topsoil shall be used with the select soil blend.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing, full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

3.6 DISPOSAL

A. Disposal: Remove surplus soil material, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

1.0 - GENERAL

1.1 Scope
The work included under this section consists of furnishing all labor, material and equipment necessary to chemically treat the soil for termite control.

1.2 Applicator
The chemical shall be applied by an approved Pest Control Operator, bonded and licensed in the state in which the work is performed.

1.3 Guarantee
Upon completion of the soil treatment and as a condition for its final acceptance, the Pest Control Operator shall furnish to the Owner a written guarantee providing:

A. The Pest Control Operator will furnish the Owner with a Repair and Retreatment policy which has annual inspections included within the cost of policy at no additional cost to the Owner as outlined in Items B-E below.

B. That the chemical having at least the required concentration and the rate and method of application complies in every respect with the standards contained herein.

C. That the Pest Control Operator guarantees the effectiveness of the soil treatment against termite infestation for a period of not less than five (5) years from date of treatment.

D. Pest Control Operator will re-inspect at least once annually during protection period. Cost of Guarantee will include annual inspections for a period of five (5) years at no additional cost to Owner.

E. Evidence of re-infestation within the five (5) year guarantee period will be retreated without cost to the Owner. Any damage caused by termite infestation during the five (5) year guarantee period will be repaired or replaced by the Pest Control Operator at no additional cost to the Owner.

2.0 - PRODUCTS

Provide chemicals in accordance with current laws and regulations. Notify Architect of any discrepancies.

2.1 Chemicals

BASF - Termidor (Fipronil)
Taurus SC - Control Solutions (Fipronil)
Bayer Environmental Science - Premise

2.2 Mixing of Chemicals
Shall be observed on site by the Contractor's Superintendent.

3.0 - EXECUTION

3.1 Application

A. Basement or Crawl Space Construction (Minimum application)

1. Apply to critical areas along foundation walls, around piers and under suspended slabs and entrance platforms.

2. Apply at a rate of 1 gallon per 2-1/2 lineal feet per foot of depth along both sides of foundation walls, piers, etc.

3. Under suspended slabs and entrance platforms, apply overall treatment at rate of 1 gallon per 10 square feet.

4. Voids of unit masonry foundation walls and piers. Apply to voids at rate of 1 gallon per 5 lineal feet.

B. Slab-On Ground Construction (Minimum application)

1. Apply an over-all treatment under entire surface of floor slab including terraces and entrance platforms. Apply at rate of 1 gallon per 10 square feet, except that if fill under slab is gravel or other absorbent material, apply at rate of 1-1/2 gallons per 10 square feet.

2. Apply to critical areas along both sides of foundation wall expansion joints, around plumbing, utility services and other features that penetrate the slab at rate of 1 gallon per 2-1/2 lineal feet per foot of depth.

3. Voids of unit masonry foundation walls. Apply to voids at rate of 1 gallon per 5 lineal feet.

END OF SECTION

1.0 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Geotechnical Report by Terracon Consultants, Inc., Project No. E1235230, dated January 29, 2024. Copies can be obtained from Terracon at (205) 942-1289.

1.2 SUMMARY

A. This Section includes grading (excavating and filling) as indicated on drawings to required lines, dimensions, contours, and elevations for proposed improvements, and the following:

1. Removal of existing improvements in conflict with proposed improvements.
2. Stripping and stockpiling of topsoil. Remove any excess topsoil from the site upon final stabilization.
3. Scarifying, moisture conditioning, densification, compaction, and testing of previously graded areas to ensure proper preparation and acceptance.
4. Excavation and embankment placement to required lines, grades, and elevations.
5. Importing of off-site borrow material suitable for structural fill as well as exporting any excess material.
6. Remove materials from grading operations that are determined unsuitable by the Geotechnical Engineer from site and dispose of off-site.
7. Preparation of areas to receive fill and preparation of excavation areas.
8. Undercutting and replacing soft, unsuitable material like "fat" clays, old fill, organic materials, etc. with compacted engineer fill obtained from an off-site source meeting the project specifications.
9. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
10. Excavating and backfilling trenches for buried utilities and pits for buried utility structures.

B. Related Sections include the following:

1. Division 1 Section "Unit Prices" for a schedule of unit prices.
2. Division 1 Section "Construction Facilities and Temporary Controls."

1.3 UNIT PRICES

A. All excavation to be unclassified.

B. However, all stabilization and undercut & replacement will be handled with a quantity allowance with unit price being provided on the bid proposal form to be included in the base bid. The bid proposal form will have unit prices for the

undercutting of unsuitable soils and replacing with compacted structural fill. The quantity allowance breakdown is as follows:

Unsuitable soils and replacing with compacted structural fill: 2,500 CY

The unit price for "undercutting" shall include all cost associated with removing unsuitable soil from below the established subgrade elevation, off-site disposal and replacing with off-site material conforming to the project specifications and compacted to project requirement. Unsuitable material refers to material that is not suitable for building or pavement support for reasons associated with material properties, such as highly plastic soils, "fat" clays, and old fill. Material, which is otherwise suitable, but above the optimum moisture and requires moisture conditioning prior to use as engineered fill shall not be considered as "unsuitable". Note the unit prices are being provided for the addition to and deletion from the contract base bid as required by changing field conditions during construction.

C. The measurement process for unsuitable soil amounts shall be the initial responsibility of the contractor. The basis for measurement will be based on a before and after cross section survey of the area in question performed by a licensed surveyor. No truck counts will be allowed. Measurements will be verified by the Owner's on-site Geotechnical Engineer.

1.4 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Layer placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

E. Cut line: Elevations, lines, and final cut subgrades in cut over excavated areas.

F. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

G. Excavation: Removal of material encountered above subgrade elevations.

1. Additional Excavation: Excavation below subgrade elevations or "cut line" as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
3. Unauthorized Excavation: Excavation below subgrade elevations or "cut line" or beyond indicated dimensions without direction by Geotechnical engineer and Architect. Unauthorized excavation, as well as remedial

work directed by Geotechnical Engineer and Architect, shall be without additional compensation.

H. Fill: Soil materials used to raise existing grades.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. Unsuitable material:

1. Fills: Topsoil; Frozen materials; construction materials; clods of clay and stones larger than 4" (unless otherwise specified); organic material, including silts; and inorganic material including silts which are to wet to be stable, or other materials identified by the Geotechnical Engineer.
2. Existing subgrade: Same materials as listed in paragraph 1 above that are not capable of direct support of slabs, pavement and similar items with the possible exception of improvement by compaction, proof rolling, or similar methods as directed and approved by the Geotechnical Engineer.
3. Unsuitable materials identified by the geotechnical report and drawings shall be anticipated and included in the base bid. See 1.3B Unit Prices for additional information.

M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Submit per conditions of contract and Division 1.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548. (To be employed by the owner).

B. Pre excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and/or the Engineer and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Existing utilities shown on the drawings are from a combination of field locations, and utility company records. It is the Contractor's responsibility to field verify existing utilities prior to excavation.

B. Demolish and completely remove from site existing underground utilities indicated to be removed or implied to be removed by new construction and not noted to remain. Coordinate with utility companies to shut off services if lines are active.

C. Demolish and completely remove from site any buried remnant construction such as slabs, walls and foundations.

D. Contours and existing topography shown on the drawings are believed to be reasonably correct. It shall be the Contractors responsibility to determine any discrepancies which would affect his work, to make allowance for such discrepancies in the contract sum and notify the Architect in writing of such discrepancies and allowances made.

2.0 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Topsoil:

1. Materials considered useful for topsoil by the Architect shall be stockpiled at his direction at locations shown on the Drawings or as directed in the field. Topsoil shall be kept free from sub-soil, clay lumps, brush, objectionable weeds, litter, stones larger than 1/2 inches in diameter, stumps, roots, and other materials that would interfere with planting and maintenance operations.
2. All topsoil shall be stored on the site by Contractor in a location approved by the Architect. The Contractor shall use such topsoil for the purpose of fulfilling the topsoil requirements specified in this Contract. Protect stockpile by immediately compacting, dressing down and seeding with annual rye for temporary cover. Provide a silt fence around the base of topsoil pile, after completing storage, to control erosion.

3. Use topsoil stockpiles on site as necessary to complete landscape work indicated on Drawings and in accordance with specifications for landscaping.

C. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, GC, SC, SW, SP, SM, MH, ML, and CL, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soils that exhibit a liquid limit less than 50 and a plasticity index of less than 30.

D. Unsatisfactory Soils: ASTM D 2487 soil classification groups CH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

E. Backfill and Fill: Satisfactory soil materials.

F. Subbase: At least 90 percent passing a 1-1/2 inch passing a No. 200 sieve.

G. Base: ASTM D2940; with at least 95 percent passing a 1-1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

I. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

J. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.

K. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, colored as follows:

B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection,

detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

3.0 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

1. Erosion control is the responsibility of the Contractor. Items shown on the Drawings are considered the minimum acceptable; however, as site conditions change, additional measures may be required to control sediment.
2. The Contractor shall indemnity and hold harmless the Owner, Architect, Engineer, Owner's representatives, and their agents and employees from any claim from their work.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. No explosives will be allowed.

3.4 EXCAVATION, GENERAL

A. All excavation on this project is unclassified regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

B. Material encountered in grading operation that, in the opinion of the Geotechnical Engineer or Owner, is unsuitable or undesirable shall be as follows:

1. The removal of unsuitable material will be directed by the Geotechnical Engineer or his field representative. All unsuitable material that is removed by the Contractor shall become the property of the Contractor and be disposed of off site or in a manner satisfactory to the Owner at no additional cost. All undercut shall be included in the Base Bid. See section 1.3 B. unit prices for quantity allowances.

2. Back fill for these areas will be with material approved by the Geotechnical Engineer, with layers of acceptable material compacted to the requirements set forth in these specifications.

C. Undercutting and replacement of unsuitable soils may be required to the underlying stiff soils. All undercut and replacement shall be handled in accordance with 1.3B Unit Prices above.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.1 feet. Extend excavations a minimum of 10' in distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.6 EXCAVATION FOR WALKS AND PAVEMENT

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades, to a distance of 8' beyond the edge of these walks and pavements.

B. Where unsuitable soils are encountered, the soils shall be completely removed to underlying stiff material per 1.3B Unit Prices above.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches on each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipe sizes 30" and below, the "cut line" shall be 4" below the bottom of the pipe and material replaced with 4" No. 57 stone bedding unless otherwise noted.
2. For pipe sizes larger than 30", the "cut line" shall be 6" below the bottom of the pipe and material replaced with 6" no. 57 stone bedding unless otherwise noted.

3.8 APPROVAL OF SUBGRADE

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, damp-proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.

6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with lean concrete to elevation of bottom of footings.

C. Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

E. Coordinate backfilling with utilities testing.

F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

G. Place and compact final backfill of satisfactory soil material to final subgrade.

H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 FILL

A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

C. Off-site borrow materials may be used as fill within the building and pavement areas provided that their plasticity index (PI) less than 30. Material shall have a minimum dry density of 100 pcf.

D. High plasticity (fat clays) soils should not be used as engineered fill.

E. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.

5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Fill to extend 5' outside of the proposed building footprint.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698 (standard proctor).

1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 8 inches of existing subgrade and each layer of backfill or fill material at 98 percent.
2. Under walkways, scarify and re-compact top 8 inches below subgrade and compact each layer of backfill or fill material at 98 percent.
3. Under lawn or unpaved areas, scarify and re-compact top 8 inches below subgrade and compact each layer of backfill or fill material at 98 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.17 ft.
2. Walks: Plus or minus 0.10 ft.
3. Pavements: Plus or minus 0.10 ft.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 0.08 ft. when tested with a 10-foot straightedge.

3.17 SUBSURFACE DRAINAGE

A. Drainage Piping: Drainage pipe is specified in Division 2 Section "Foundation Drainage Systems."

B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.

C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches.

1. Compact each course of filter material to 98 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.18 DRAINAGE COURSE

A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:

1. Compact drainage course to required cross sections and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.
2. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
3. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.19 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 1000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

1.0 - GENERAL

1.1 Scope

The work under this section consists of all finish grading, topsoil, lawns, seeding, sodding and planting.

1.2 Extent of Lawn Area

A. As indicated.

B. If not specifically indicated the Lawn Area shall include the building site to the extent that will cover any area of the site disturbed by construction and/or grade change areas.

Blend new Lawn Area into areas of the site which are not covered under this Section.

1.3 Time for Planting

When other portions of the work have progressed sufficiently the contractor may begin work for lawns and planting including the placing of topsoil. Operations shall be conducted under favorable weather conditions during the seasons which are normal for such work. Planting seasons generally shall be October 1 to March 1 for trees and plant materials, and April 1 to July 1 for planting permanent lawns.

1.4 Inspection for Acceptance

A. Inspection of the work of lawns and planting to determine the degree of completion of contract work, will be made by the architect at the conclusion of planting operations. Inspection of the work for final acceptance will be made at the end of the maintenance period.

B. After final inspection the Contractor will be notified of acceptance of all lawn and/or planting work, or if there are any deficiencies, of the requirements for completion of the work.

1.5 Guarantee and Replacement

A. The lawn shall be guaranteed for the duration of one full growing season after planting. The lawn shall be alive and in satisfactory growth at the end of the guarantee period.

B. All plantings shall be guaranteed for a period of one growing season to be healthy and viable. Any plant which is dead or which is not in satisfactory growth shall be removed from the site and replaced as soon as conditions permit, except when conditions or events are beyond human control.

2.0 - PRODUCTS

2.1 Materials

A. Fertilizer shall be 12-4-8 commercial fertilizer or equal and shall be uniform in composition, dry, and free-flowing. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed analysis.

B. Lime shall be agricultural lime (Dolomite), or equal, containing not less than 85% of total carbonates, and shall be ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.

C. Soil additive shall be 1/4" diameter or less pine bark mulch "Planting Mix".

D. Mulch shall be shredded pine bark to depth specified on plans or pine straw as determined by architect.

E. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life. Furnish hose and watering equipment as required.

F. Materials for staking, guying and wrapping shall be as follows:

1. Stakes for supporting trees shall be 3 - 3" x 8' old creosote posts for trees greater than 2" caliper. For smaller caliper trees, use 1 - 2" x 2" x 4' Wolmanized Pine stake, driven at 60 degrees angle.

2. Wire for fastening trees to stakes shall be 10 gauge, pliable, galvanized iron with 6" turnbuckle spliced into each wire for tightening or loosening guy tension as needed.

3. Hose to encase guy wires or wires used for fastening trees to stakes shall be 8" sections of reinforced rubber garden hose.

4. Notched stakes and deadmen for anchoring guy wires shall be about 2" x 2" x 3' Wolmanized Southern Pine.

5. Wrapping materials for tree trunks shall be approved asphaltic base tree wrap material 4" wide.

2.2 Topsoil

Topsoil shall be a fertile, friable soil possessing physical and chemical characteristics typical of productive soils in the vicinity. Topsoil shall have an acidity range between ph 6.0 and ph 6.5 or shall be conditioned to fall within this range. Topsoil shall contain not less than 3% organic matter as determined by loss on ignition of moisture-free samples dried at 100 degrees C. Topsoil shall be without admixture of subsoil and shall be clean and reasonably free from clay lumps, stones, stumps, roots or similar substances 2" or more in diameter, debris or other objects which might be a hindrance to planting operations or plant growth. A laboratory soils test to be provided by the contractor when requested.

2.3 Seed

A. Seed for most areas shall be 100% hulled Bermuda or Fescue as per plans.

B. Seed for temporary seeding shall be 100% Annual Rye Grass.

C. See for non-mowed slopes as detailed on plan.

D. At the contractor's option, areas to be seeded may be sprigged with approved Bermuda grass stolons at the rate of three (3) cubic yards per 1,000 sq. ft. of lawn. Spacing shall be maximum of 8" o.c. each way in rows.

E. Seed shall meet the requirements of the Federal Seed Act. Seed mixtures shall be delivered in the original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity germination, and weed seed content.

2.4 Sod

Sod shall be Tifton 419 Bermuda grass. Each piece of sod shall have a dense stand of the specified grass and shall be strongly rooted and free of pernicious weeds. It shall be mowed to a height not to exceed 3" before lifting and shall be of uniform thickness with not over 1-

1/2" nor less than 1" of soil.

3.0 - EXECUTION

3.1 Preparation of Subgrade

The subsoil shall be graded uniformly and lightly compacted so that it will be parallel to proposed finish grade. Stones over 2" in size, sticks and rubbish shall be removed. No heavy objects except lawn rollers shall be moved over the lawn areas after the subgrade has been prepared.

3.2 Finished Grading

After the subgrade soil has been prepared, 4" of topsoil shall be spread evenly and lightly compacted. Topsoil other than that stockpiled shall be provided under this Section. No topsoil shall be spread in a frozen or muddy condition. Commercial fertilizer and lime shall then be scarified with a tiller into the top 3" of topsoil at the rate of 10 lbs. per 1000 sq. ft.

A. Areas to be seeded shall be brought to finished grade and smoothed.

B. Areas to be sodded shall be brought to within the thickness of the sod of finish grade.

C. Areas where the topsoil has not been removed shall be scarified, smoothed, and sticks, stones and rubbish shall be removed.

3.3 Sowing of Seed

Immediately before any seed is to be sown, the ground shall be scarified as necessary and shall be raked until the surface is smooth, friable and of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 5 lbs. of grass seed per 1000 sq. ft. of area, lightly raked and watered with a fine spray so as not to create runoff until thoroughly soaked. Fifty percent of the seed shall be sown in one direction, and the remainder at right angles to the first sowing. The method of seeding may be varied at the discretion of the contractor on his own responsibility to establish a smooth uniform turf.

3.4 Laying of Sod

Except as noted, the contractor shall lay sod in all lawn areas having a slope of 3 to 1 or steeper; a 6' diameter circle of sod around all lawn drain inlets; and where shown on the Drawings. Before any sod is laid, all soft spots and inequalities in grade shall be corrected. Sod shall be laid so that no voids occur and tamped or rolled. Topsoil shall be brushed or raked over the sodded area, rolled with 200# roller and the sod thoroughly watered.

A. Sod on slopes 3 to 1 or steeper shall be held in place by wooden pegs driven through the sod into the soil until they are flush with the top of the sod.

B. Strip or spot sod shall be placed so that the surface of the compacted sod will be slightly below the surrounding surface soil.

3.5 Temporary Seeding

Temporary seeding shall be provided should the project be completed at a time when permanent grass cannot be planted. Seeding shall be seeded at the rate of 5 lbs. to 1000 sq. ft. of area. The contractor shall be responsible for erosional damage during the period of temporary planting. The specified fertilizer shall not be used for the Rye Grass planting. Prior to planting permanent lawn, the lawn bed shall be prepared as specified, and the Rye Grass growth shall be scarified in such a manner as to incorporate it into the soil. Should the temporary lawn be planted, it shall be maintained by occasional mowing and necessary repairs to all eroded areas until the beginning of the specified season for constructing permanent lawns.

3.6 Mulching of Seeded Areas

All seeded or sprigged areas having a slope of 4 to 1 or greater shall be mulched with a spray mulch of an approved latex-type material. Other areas may be mulched with wheat straw at the contractor's option. Spray mulch of a latex-type material shall be applied by hydroject method at the rate of 75 gals. of concentrate mixed in 1000 gals. of water per acre (23 gals. per 1000 sq. ft.).

3.7 Planting

A. The location of all trees and shrubs shall be approved before the digging of pits.

B. Planting pits shall be dug and soil for planting ready before plants are delivered. The diameter of pits for trees shall be at least 2' greater than the diameter of the ball or spread of the roots and 6" greater than ball diameter for shrubs and 1" greater than diameter for vines. The depth of pits for trees, shrubs and vines shall accommodate the ball when the plant is set to finished grade allowing for 3" of compacted topsoil and prepared soil in the bottom of the pit. Larger tree pits shall be no deeper than height of ball. Add 2" prepared soil mix in order that top of ball will be 2" above finished grade. Prepare a saucer at circumference of pit and immediately soak in topsoil to control settling.

C. Soil used in planting shall be a mixture of 2 parts soil, 1 part 1/4" pine park mulch and 1 part expanded shale. This planting soil mixture shall be thoroughly mixed with 3 lbs. of specified commercial fertilizer per cu. yd.

D. Trees shall be supported immediately after planting. Trees of a caliper of 2" and over must be secured by means of guy wires and anchor stakes. All trees of a caliper under 2" must be staked. Stakes shall be equally spaced about each tree and driven into the ground to a depth of 2-1/2' to 3' in such a manner as not to injure the ball or roots. Trees shall be fastened to each stake above first branching by means of three strands of wire. Wire shall be encased in hose to prevent direct contact with bark of the trees and shall be placed around the trunk
of the tree in a single loop. Wires shall be spliced with turnbuckle and tightened by twisting the turnbuckle. Stakes shall be uniform in height and placed at the rate of three stakes per 2" or greater caliper tree and 1 stake for all trees less then 2" caliper.

E. All plants shall be mulched with a 2" layer of shredded pine bark mulch immediately after planting. This mulch shall entirely cover the area of the planting pit, bed or saucer around each plant.

F. Tree wrapping shall be performed in such a manner as to leave no voids on trunk from ground line to above first set of branches.

3.8 Pruning and Repair

Upon completion of the planting, all trees and shrubs shall be pruned to eliminate any injuries. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning shall be done in such a manner as not to change the natural habit or shape of the plant. Cuts shall be made flush, leaving no stubs. On all cuts over 1" in diameter and bruises or scars on the bark, the injured cambium shall be traced back to living tissue and removed; wounds shall be smoothed and shaped so as not to retain water; and the treated area shall be coated with approved tree coating material.

3.9 Clean-Up

Any soil, mulch or similar material which has been brought onto paved areas by hauling

operations or otherwise shall be removed promptly keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site or disposed of as directed.

3.10 Lawn Maintenance

Lawn shall be protected and maintained by watering, mowing and replanting as necessary for at least 30 days after approximately 60% germination is evident.

END OF SECTION