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OFFICE OF FACILITIES

C-1: ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL** at the office of Timothy Thornton, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, Tuesday, June 5, 2018, for

Alabama A&M Lower Ditch Stabilization

at which time and place they will be publicly opened and read.

A cashier's check or bid bond payable to Alabama A&M University in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. Performance and Payment Bonds and evidence of insurance required in the bid documents will be required at the signing of the Contract.

Drawings and specifications may be examined at the office of Alabama A&M Facilities Department, 453 Buchanan Way, Normal, AL 35762 and AAMU Facilities site (www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx) or at the office of 4Site, Inc., 7500 South Memorial Pkwy, Suite 209, Huntsville, AL 35802. Full size plan drawings and specifications may be purchased for \$30/set (non-refundable) from Datatek, 2809 Newby Rd SW #123, Huntsville, AL 35805.

A Mandatory Pre-Bid Conference will be held at the Facilities Office at 10:00 A.M. CST on Tuesday, May 29, 2018.

Questions shall be submitted via email only to Christi Robinson, P.E. at crobinson@4siteinc.biz by 12:00 PM. CST, May 30, 2018.

Bids must be submitted on proposal forms furnished by the Owner, Architect (Engineer) or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Owner for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Owner/Engineer; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgement, the best interests of the Owner will thereby be promoted.

Alabama Law (Section 41-4-116, Code of Alabama) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

- **END OF SECTION C-1** -

C-2: INSTRUCTIONS TO BIDDERS

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1. BID DOCUMENTS

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

2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

When the amount bid for a contract exceeds \$50,000, the bidder must be licensed by the State Licensing Owner for General Contractors and must show the Owner / 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 Owner 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 Owner / 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 Owner / Architect and request clarification.

b. Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / Architect in an addendum to the Bid Documents.

8. PREPARATION and DELIVERY of BIDS:

a. Proposal Form:

(1) Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted.

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

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

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

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

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

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

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

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

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

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

b. Bid Guaranty

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

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

(3) The amount of the cashier's check or Bid Bond shall not be less than five percent (5%) of the contractor's bid, but is not required to be in an amount more than ten thousand dollars.

c. Delivery of Bids:

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

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

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

9. WITHDRAWAL or REVISION of BIDS:

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

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

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

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

10. OPENING of BIDS:

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

11. INCOMPLETE and IRREGULAR BIDS:

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitiated 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 Owner / 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 Owner / 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 readvertisement and rebid.

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

14. CONSIDERATION of BIDS:

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

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

15. DETERMINATION of LOW BIDDER by USE of ALTERNATES [®]

a. The Awarding Authority may request alternate bid prices (alternates) to facilitate either reducing the base bid to an amount within the funds available for the project or adding items to the base bid within the funds available for the project. Alternates, if any, are listed in the Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder.

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

- c. If the base bid of the lowest bidder exceeds the funds available and alternate bid prices will reduce the base bids to an amount that is within the funds available, the lowest bidder will be determined by considering, in order, the fewest number of the alternates that produces a price within the funds available. If the base bid of the lowest bidder is within the funds available and alternate bid prices will permit adding items to the base bid, the lowest bidder will be determined by considering, in order, the greatest number of the alternates that produces a price within the funds available.
- d. After the lowest bidder has been determined as set forth above, the Awarding Authority may award that bidder any combination of alternates, provided said bidder is also the low bidder when only the Base Bid and such combination of alternates are considered.

16. UNIT PRICES:

- a. **Work Bid on a Unit Price Basis.** Where all, or part(s), of the planned Work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.
- b. **Unit Prices for Application to Change Orders.** As a means of predetermining unit costs for changes in certain elements of the Work, the Bid Documents may require that the bidders furnish unit prices for those items in the Proposal Form. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the successful bidder may be rejected and competitive prices negotiated by the Awarding Authority prior to contract award. Unit prices for application to changes in the work are not effective unless specifically included and agreed upon in the Construction Contract.

17. AWARD of CONTRACT:

- a. The contract shall be awarded to the lowest responsible and responsive bidder unless the Awarding Authority finds that all the bids are unreasonable or that it is not in the best interest of the Awarding Authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the Bid Documents. Minor irregularities in the bid shall not defeat responsiveness.
- b. A bidder to whom award is made will be notified by telegram, confirmed facsimile, or letter to the address shown on the Proposal Form at the earliest possible date. Unless other time frames are stipulated in Supplemental Instructions to Bidders, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:
 - (1) Award of contract by Awarding Authority 30 calendar days after the opening of bids

(2) Contractor's return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority 15 calendar days after the contract has been presented to the contractor for signature

(3) Awarding Authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution 20 calendar days after the contractor presents complete and acceptable documents to the Owner / Architect

(4) Notice To Proceed issued to the contractor 15 calendar days after final execution of contract by the Awarding Authority, and by the Governor if his or her signature on the contract is required by law

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

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

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

- END OF SECTION C-2 -

C-3: PROPOSAL FORM

To: Alabama A&M University in Normal AL

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

Alabama A&M Lower Ditch Stabilization

in accordance with Drawings and Specifications, dated May 11, 2018, prepared by 4Site, Inc.

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

having its principal offices in the City of _____,

is: ___ Corporation ___ Partnership ___ 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:

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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.

Sales Tax: All bids are to include sales taxes, including Base Bid and Owner's Allowance. Provide for each price, the sales tax amount for each itemized cost, at the location noted, for Owner's use.

BASE BID: Submit a total price for the project to stabilize the existing channel slopes for a drainage ditch that is under US Army Corps of Engineers jurisdiction. This work includes the installation of three 3' high tiers of gabion baskets of varying widths on both sides of the channel for approximately 420' and two 3' high tiers of gabion baskets on both sides of the channel for approximately 230', for a total length of gabion basket wall of approximately 650'. Incidental work includes fence reset, the removal of storm drain piping as shown to facilitate the installation of 7 new junction boxes, add storm pipe to connect through the gabions to the channel, sodding of the 1% sloped portion of the channel bottom between gabions and natural channel portion that is to remain undisturbed, and final grading with seeding of upper embankments to reestablish grass upon completion.

The base bid shall also include a \$25,000.00 Owner Allowance sum to be used for unforeseen incidentals that may occur during the project, and if not used, shall be deducted from the final amount due to the Contractor at the time of final payment.

For construction of the **Base Bid**, complete as shown and specified, the sum of _____
_____ Dollars (\$ _____)

ADDITIVE ALTERNATE #1: Submit a price for bank stabilization grading work required for the remainder of the channel (also under US Army Corps of Engineers jurisdiction) beginning at the end of the gabion basket wall section (located at approximately Station 06+42.13 on the south bank and Station 06+49.16 on the north bank) to the west end of the unnamed ditch tributary to the Normal Branch (approximately Station 14+00). This work includes bank grading to 3:1 slopes with erosion control blankets and seeding on both sides for the remaining approx. 750' of channel. sodding of the 1% sloped portion of the channel bench between the toe of the new stabilized slopes as designed and the natural channel portion that is to remain undisturbed, and final grading with seeding of upper embankments to reestablish grass upon completion.

For construction of **Additive Alternate #1**, complete as shown and specified, the sum of _____
_____ Dollars (\$ _____)

UNIT PRICES: Submit unit prices per units shown below for the following items that, if encountered, will be paid out of the Owner's Allowance:

1. Rock Trench Excavation, complete including disposal of spoils not able to be reused within the project limits, for the sum of _____ Dollars/Cubic Yard

(\$ _____/CY).

2. Riprap, complete in place, for the sum of _____ Dollars/Cubic Yard

(\$ _____/CY).

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

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

Bid Bond, executed by _____ as Surety,
a cashier's check on the _____ Bank of _____,
for the sum of _____ Dollars
(\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting:

License Number _____ Bid Limit _____ Type(s) of Work _____

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

By submitting this bid, the bidder is hereby certifying that they are in full compliance with ACT No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the authority may declare the contract void if the certification is false.

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

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

*** Name (type or print)** _____ (Seal)

*** Title** _____

Telephone Number _____

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

- **END OF SECTION C-3** -

USE BLACK INK ONLY

C-4: BID BOND

The **PRINCIPAL** (*Bidder's Name and Address*)

The **SURETY** (*Name and Principal Place of Business*)

The **OWNER** (*Name and Address*)

Alabama A&M University
P.O. Box 1837
Normal, AL 35762

The **PROJECT** for which the Principal's Bid is submitted: **Alabama A&M Lower Ditch Stabilization**

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

- **END OF SECTION C-4: BID BOND** -

(1)

C-5: CONSTRUCTION CONTRACT

(2) This Construction Contract is entered into this _____ day of _____ in the year of 2018

(3) between the **OWNER(s)**, **Alabama A&M University**
453 Buchanan Way
Normal, AL 35762

(4) and the **CONTRACTOR**,

(5) for the **WORK** of the Project, identified as: **ALABAMA A&M LOWER DITCH STABILIZATION**

(6) The **CONTRACT DOCUMENTS** are dated May 11, 2018, and have been amended by

(7) **ADDENDA**

(8) The **ENGINEER** is **4Site, Inc.**

(9) The **CONTRACT SUM** is _____ Dollars

(\$ _____) and is the sum of the Contractor's Base Bid, including the \$10,000.00 Owner's Allowance, for the Work.

(11) The **CONTRACT TIME** is Sixty (60) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (ABC Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in a Notice to Proceed issued by the Owner or the Director, Technical Staff, 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 (\$ 500.00) per calendar day.

(13) SPECIAL PROVISIONS

The owner has required a \$25,000.00 Owner's Allowance to be included in the base bid for the purpose of covering unforeseen or incidental work that may be required to complete the project.

Upon approval by the Owner, items that will be paid under the \$10,000.00 Owner's Allowance must be clearly marked on each pay request and any balance remaining unused at the end of the project will be deducted from the final contract amount due.

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

License No. _____ Bid Limit: _____ Classification: _____

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

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

(15) **CONTRACTING PARTIES**

Contractor

By _____

Name & Title _____

Owner **Alabama A&M University**

By _____
President, Andrew Hugine, Jr. Ph.D.

- **END OF SECTION C-5: CONSTRUCTION CONTRACT** -

C5A: CERTIFICATION OF COMPLIANCE WITH SECTION NINE OF ACT 2011-535

The Undersigned Officer of _____ (Company) certifies to the Owner of Trustees, Alabama A&M University, that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

PRINT COMPANY NAME

SIGNATURE OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Sworn and subscribed to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

ALABAMA IMMIGRATION ACT E-VERIFY CONTRACTOR'S E-VERIFY CLAUSE AND AFFIDAVIT

Effective immediately, this notice shall be included in all Requests for Proposals (BIDs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012. Complete Affidavit 1 or 2.

E-VERIFY – NOTICE (BID)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this BID/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly Page 21 of 27 suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, _____, a duly authorized officer or agent
of _____

_____ (contractor), do execute this affidavit on behalf of

_____ (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ____ 2016.

Notary Public

My commission Expires: _____

AFFIDAVIT 2

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ____ 2018.

Notary Public

My commission Expires: _____

- **END OF SECTION C-5A** -

C-6: PERFORMANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER _____

(2) The **PRINCIPAL** (*Name and address of Contractor as appear in the Construction Contract*)

(3) The **SURETY** (*Name and Principal Place of Business*)

(4) The **OWNER**

Alabama A&M University
P.O. Box 1837
Normal, AL 35762

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

Dollars (\$) .

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

(7) The **PROJECT: ALABAMA A&M LOWER DITCH STABILIZATION**

1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

3. Whenever the Owner / 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 Owner / Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:

- (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
- (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
- (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
- (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.
6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
- (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
- (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.
8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.
9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety

should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

- (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
- (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
- (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
- (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
- (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

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

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

(9) **ATTEST:** **CONTRACTOR as PRINCIPAL:**

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety:

SURETY:

By _____

By _____

Name

Address

Name and Title

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

- **END OF SECTION C-6** -

C-7: PAYMENT BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER _____

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

(3) The **SURETY** (*Name and Principal Place of Business*)

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

Alabama A&M University
P.O. Box 1837
Normal, AL 35762

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

Dollars (\$)).

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

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

1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

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

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the

nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

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

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

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

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

(9) **ATTEST:** _____ **CONTRACTOR as PRINCIPAL:** _____

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety: **SURETY:**

By _____ By _____

Name

By _____

Address

Name and Title

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

- **END OF SECTION C-7** -

C-8: GENERAL CONDITIONS of the CONTRACT

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ARTICLE 1 DEFINITIONS

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

A. ALABAMA BUILDING COMMISSION: The Technical Staff of the Alabama Building Commission.

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

C. BC PROJECT INSPECTOR: The member of the Technical Staff of the Alabama Building Commission to whom the Project is assigned relative to executing the respective inspections and authorities described in Article 16, Inspection of the Work.

D. COMMISSION: The Alabama Building Commission, or any agency that may be designated by the Legislature as its successor.

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

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

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

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

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

I. DEFECTIVE WORK: The term “Defective Work” shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by

skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and (5) materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

J. DIRECTOR: The Director of the Technical Staff of the Alabama Building Commission.

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

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

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

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

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

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

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

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

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. COMPLEMENTARY DOCUMENTS

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

C. ORDER of PRECEDENCE

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

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

D. ORGANIZATION

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

E. INTERPRETATION

- (1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph A. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified

as “Not In Contract” (“N.I.C.”), the Contractor’s obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor’s expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

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

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

(5) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Owner / 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, two sets of Drawings and Project Manuals will be furnished to the Contractor by the Owner / 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 Owner / Architect, and furnished to the Contractor are the property of the Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owners / 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 Owner / 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 Owners 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 Owner / 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 Owner / 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 Owner / Architect without action.
- C.** The Contractor shall prepare and deliver its submittals to the Owner / 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 Owner / 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 Owner / Architect.
- F.** In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Owner's /Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Owner's /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 Owner / 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) Authorization 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 Owner / Architect, the Contractor shall direct the Owner’s / Architect’s attention to, and request specific approval of, the deviation. Otherwise, the Owner’s / 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 Owner / Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Owner / 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 Owner / 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 Owner / Architect shall advise the Contractor of any errors or omissions which the Owner / Architect may detect during this review. The Owner’s / Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Owner / 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 Owner / 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 Owner / 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 Owner / Architect at any time as a prerequisite to approval of Progress Payments. The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, BC Project Inspector, and their representatives.

ARTICLE 11 “AS-BUILT” DOCUMENTS

A. Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of “As-built” documents, as described herein, to the Owner. 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 Owner / 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 Owner / 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 Owner / 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 Owner / Architect for approval. If the Owner / 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 Owner / 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 Owner's / 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 Owner /Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

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

C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, ABC Form C-11 shall also be prepared, updated, and submitted as described in preceding Paragraph B.

D. The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Owner / Architect may, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Owner / 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 Owner's / Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Owner's / 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 Owner's / 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 Owner / 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 Owner /Architect and the Owners'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 has reasonable objection.

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

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

ARTICLE 16 INSPECTION of the WORK

A. GENERAL

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

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

(3) The Architect will inspect the Work as a representative of the Owner. The Architect's inspections may be supplemented by inspections by the BC Project Inspector as a representative of the Alabama Building Commission.

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

B. TYPES of INSPECTIONS

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

(a) **Pre-construction Conference.**

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

(c) **Above Ceiling Inspection(s):** An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted

equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

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

(e) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Owner's /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 Owner, Architect, the Owner's consultants, their representatives, and/or the BC Project Inspector, jointly or independently, with or without advance notice to the Contractor.

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

C. INSPECTIONS by the OWNER /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 Owner /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/ or BC Project Inspector, any Defective Work recognized by the Architect.

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

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

D. INSPECTIONS by the BC PROJECT INSPECTOR (if required)

(1) The BC Project Inspector will:

- (a) participate in scheduled inspections and conferences as practicable,
- (b) perform periodic inspections of in-progress and completed Work to ensure code compliance of the Project and general conformance of the Work with the Contract Documents, and
- (c) monitor the Contractor's progress and performance of the Work.

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

- (a) reject Work that is not in compliance with the State Building Code adopted by the Commission, unless the Work is in accordance with the Contract Documents in which case the BC Project Inspector will advise the Architect to initiate appropriate corrective action, and
- (b) notify the Architect, Owner, and Contractor of Defective Work recognized by the BC Project Inspector.

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

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

E. UNCOVERING WORK

(1) If the Contractor covers a portion of the Work before it is examined by the Owner / Architect and this is contrary to the Owner's / 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 Owner /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 Owner /Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the owner /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 Owner / 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 Owner / 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 Owner /Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

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

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

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

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

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:

(1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor’s direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, “overhead” shall cover the Contractor’s indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) **Unit Price.** By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed

will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) Force Account. By directing the Contractor to proceed with the change in the Work on a “force account” basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

- (a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers’ compensation insurance required by law, agreement, or under Contractor’s or Subcontractor’s standard personnel policy;
- (b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;
- (c) rental cost of machinery and equipment, not to exceed prevailing local rates if contract or owned;
- (d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;
- (e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and
- (f) for additions to the Contract Sum, mark-up of the Contractor’s direct costs for overhead and profit not exceeding 15% on Contractor’s work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor’s work. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, “overhead” shall cover the Contractor’s indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Owner /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 Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

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

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

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

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

A. If the Contractor considers any instructions by the Architect, Owner, BC Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Owner / 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 Owner / 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 Owner / Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

E. If the Owner /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 Owner's / Architect's response, notify the Owner / 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 Owner / 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 Owner / Architect determines a Differing Site Condition has not been encountered, the Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner's Representative / 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 Owner 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 Owner / 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 Owner /Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

ARTICLE 26

OWNER'S RIGHT to STOP or SUSPEND the WORK

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

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

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

ARTICLE 27

OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

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

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

- (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
- (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
- (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
- (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
- (f) is otherwise guilty of a substantial breach of the Contract.

(2) Procedure for Unbonded Construction Contracts (Generally, contracts less than \$50,000):

- (a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.
- (b) **Notice of Termination:** If, at the expiration of the time stated in the Notice Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Owner /Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.
- (c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.
- (d) At the expiration of the seven days of the termination notice, the Owner may:
 - .1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and
 - .2 finish the Work by whatever reasonable method the Owner may deem expedient.
- (e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.
- (f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

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

(3) Procedure for Bonded Construction Contracts (Generally, contracts over \$50,000):

(a) Notice to Cure: In the presence of any of the above conditions the Owner / 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 Owner 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 Owner / 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 Owner / 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 Owner /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 (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 Owner /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 Owner / Architect a Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be prepared on 8 1/2" x 11" paper in a format that is acceptable to the Architect and Owner and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Owner / Architect.

C. APPLICATIONS for PAYMENTS

(1) Based on the approved Schedule of Values, each monthly Application for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment.

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

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

D. MATERIALS STORED OFF SITE

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

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

(2) a Certificate of Insurance is furnished to the Owner / 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 Owner / 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 Owner's / Architect's review, approval, and certification of Applications for Payment shall be based on the Owner's / Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Owner / 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 Owner / Architect shall have the authority to adjust the Contractor's estimate when, in the Owner's / 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 Owner / Architect will take one of the following actions:

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

(2) If the Owner / Architect takes exception to any amounts claimed by the Contractor and the Contractor and Owner / Architect cannot agree on revised amounts, the Owner / Architect will promptly issue a Certificate for Payment for the amount for which the Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / 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 Owner / 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 / or Technical Staff of the Alabama Building Commission.

B. The Contractor shall notify the Owner / 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 Owner / 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 Owner / 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 Owner /Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and /or Alabama Building Ccommission.

(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 / or Alabama Building Commission as being ready for occupancy,
- (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance) , and
- (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

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

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 Owner / Architect.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety, if any, to Final Payment to Contractor.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

B. FINAL ACCEPTANCE of the WORK

“Final Acceptance of the Work” shall be achieved when all “punch list” items recorded with the Certificate(s) of Substantial Completion are accounted for by either:

- (1) their completion or correction by the Contractor and acceptance by the Architect, Owner, and /or BC Project Inspector, or
- (2) their resolution under Article 18, Deductions for Uncorrected Work.

C. ADVERTISEMENT for COMPLETION

(1) If the Contract Sum is less than \$50,000: The Owner, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion published one time in a newspaper of general circulation, published in the county in which the Owner is located and shall post notice of completion of the Contract on the Owner’s bulletin Owner for one week, and shall require the Contractor to certify under oath that all bills have been paid in full. Final payment may be made at any time after the notice has been posted for one entire week.

(2) If the Contract Sum is more than \$50,000: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

D. RELEASE of CLAIMS

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

- (1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

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

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

E. EFFECT of FINAL PAYMENT

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

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

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

ARTICLE 35 CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

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

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed

Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

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

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

(4) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The subsequent delivery of the Owner's /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. 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.

D. ASSUMPTION of GUARANTEES of OTHERS

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

ARTICLE 36 INDEMNIFICATION AGREEMENT

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

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

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

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

ARTICLE 37 CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

A. GENERAL

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

(2) INSURANCE PROVIDERS. Each of the insurance coverages required below shall be

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

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

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

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (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 selfinsurer 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 Building Commission, State Department of Education (if applicable), and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2** The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

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

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

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

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

- .1 \$ 5,000,000 per Occurrence
- .2 \$ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

- .1 The policy shall name the Owner, Architect, Alabama Building Commission, State Department of Education (if applicable), and their agents, consultants, and employees as additional insureds.
- .2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

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

(b) The policy shall be endorsed as follows:

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

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or
- (ii) Partial or complete occupancy by Owner; or
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

C. SUBCONTRACTORS' INSURANCE

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

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

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

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

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as

provided herein shall continue as follows:

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

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

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

E. WAIVERS of SUBROGATION

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

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, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official. The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

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

C. PAYMENT BOND

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

D. CHANGE ORDERS

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

E. EXPIRATION

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

ARTICLE 39 ASSIGNMENT

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

ARTICLE 40 CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

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

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

B. COORDINATION

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

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

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

D. MUTUAL RESPONSIBILITY

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

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

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

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

(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

ARTICLE 41 SUBCONTRACTS

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

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

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

the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

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

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

B. SUBCONTRACTUAL RELATIONS

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

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

ARTICLE 42 ARCHITECT'S STATUS

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

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

communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

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

(1) The Architect is authorized to:

- (a) approve "minor" deviations as defined in Article 9, Submittals,
- (b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
- (c) reject or require the correction of Defective Work,
- (d) require the Contractor to stop the performance of Defective Work,
- (e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
- (f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,
- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

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

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The

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

E. ARCHITECT'S DECISIONS

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

ARTICLE 43 CASH ALLOWANCES

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

B. Unless otherwise provided in the Contract Documents:

- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;
- (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
- (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

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

ARTICLE 44 PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

- (1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are

customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

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

B. TAXES

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

C. COMPENSATION for INCREASES

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

ARTICLE 45 ROYALTIES, PATENTS, and COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, Alabama Building Commission, State Department of Education (if applicable), and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Owner / 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 Owner / Architect.

(e) Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment: Removal of all stickers, rust stains, labels, and temporary covers, and cleaning and conditioning of all manufactured articles, material, fixtures, appliances, and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

**ARTICLE 49
LIQUIDATED DAMAGES**

A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.

B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.

C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

D. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50 USE of FOREIGN MATERIALS

A. In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.

B. In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.

C. If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.

D. This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

ARTICLE 51 PROJECT SIGN

(Not required for locally-funded SDE projects.)

If the Contract Sum (as awarded) is \$100,000.00 or more, the Contractor shall furnish and erect a project sign as shown in "Detail of Project Sign" (ABC Form C-15) bound in the Project Manual. The project sign shall be erected in a prominent location selected by the Architect and Owner and shall be maintained in good condition until completion of Work. If the Contract involves Work on multiple sites, only one sign is required, which shall be erected on one of the sites in a location selected by the Architect and Owner.

ATTACHMENT B
to the
GENERAL CONDITIONS of the CONTRACT

**(MANDATORY FOR PROJECTS COVERED THROUGH THE STATE
INSURANCE FUND (SIF))**

1. Article 37 "Contractor's and Subcontractors' Insurance", Paragraph E is modified as follows:

E. WAIVERS of SUBROGATION

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

END of ATTACHMENT B to the
GENERAL CONDITIONS of the CONTRACT

Signature of Officer of the Company

Date

Name & Title

Company Name

- **END OF SECTION C-8: GENERAL CONDITIONS** -

SECTION C-8S: SUPPLEMENT TO THE GENERAL CONDITIONS OF THE CONTRACT

1. General note: For the purposes of this project, change every instance referencing the "Architect" to the "Engineer".

2. Article 19 "Changes in the Work", Paragraph B (1) is modified as follows:

(1) Lump Sum. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. ~~No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner.~~ **Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Engineer, approved by the Owner, and must also be approved by the Director.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

3. Article 19 "Changes in the Work", Paragraph B (3) (f) is modified as follows:

(3) Force Account. By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

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

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

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

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

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

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding

25% for Contractor and Subcontractor on a Subcontractor's work. ~~No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner.~~ **Changes which involve a net credit to the Owner shall include credits for overhead and profit on the deducted work. Changes involving a net credit that do not include overhead and profit shall be justified by the Engineer, approved by the Owner, and must also be approved by the Director.** For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

Appendix A

Supplementary Conditions Of The Contract – Weather Delays

Extensions of Contract Time

Extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard baseline for the month.

Standard Baseline for Average Climate Range

Based on weather data available from the National Oceanic and Atmospheric Administration a Standard Baseline of average climatic range for North Alabama has been determined.

Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	08	07	07	06	07	05	04	05	06	11

Adverse Weather and Weather Delays Days

Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

1. Precipitation (rain, snow, or ice) in excess of one-tenth (0.10") liquid measure.

2. Temperature which do not rise above 32 degrees F by 10:00 a.m..
3. Temperatures which do not rise above that specified by day's construction activity by 10:00 a.m., if any is specified.
4. Sustained wind in excess of twenty-five (25) m.p.h.
5. Standing snow in excess of one inch (1.00")

Adverse weather may include, if appropriate, "dry-out" of "mud" days when all the following conditions are met:

1. For rain days above the standard baseline
2. Only if there is a hindrance to site access or sitework, such as excavation backfill, and footings.
3. At a rate no greater than 1 make-up day for each day or consecutive days or rain beyond the standard baseline that totals 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Designer.

A weather Delay Day may be counted if adverse weather prevents work on the project for fifty (50%) or more of the contractor's scheduled work day, including a weekend day or holiday.

Reporting of Weather Delays

Contractor will provide written notice to Engineer, Owner, and Construction Manager, by electronic media or fax of a day claimed as a potential basis for delay. Notice of a potential basis for delay must be received by the Engineer by 9:00a.m. on the day immediately following the day claimed. At the end of the month the total days claimed will be compared to the Standard Baseline. Bad weather days exceeding the days indicated on the Standard Baseline will be granted as an extension of time.

End of Appendix A

Appendix B

Supplementary Conditions of the Contract – Article 49

49. Liquidated Damages

- A. The Substantial Completion date of this project is critical due to owner occupancy. Delays in the completion of the work as provided for in the Contract Documents will cause undue expense and hardship for the Owner
- B. Refer to Section 01 10 00 Summary for contract time.
- C. Liquidated Damages:
 - 1. A Charge of \$500.00 per day will be made against the General Contractor for not meeting the Date of Substantial Completion.
 - 2. The amount of the total charges shall be deducted by the Owner from the Final estimate and shall be retained by the Owner out of moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, it being mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.
- D. Liquidated damages will be processed by change order to the contract price.

End of Appendix B

- END OF SECTION C-8S -

SECTION C-10: INVENTORY OF STORED MATERIALS

Project:

For Estimate No. _____

Contractor:

For Period Ending _____

A	B	C	D	E	F
DESCRIPTION	MATERIALS STORED LAST PERIOD	PURCHASED THIS PERIOD	TOTAL COLUMNS B + C	MATERIALS USED THIS PERIOD	MATERIALS PRESENTLY STORED

To be used as documentation to support value of Stored Materials reported on APPLICATION AND CERTIFICATE FOR PAYMENT.
Page ____ of ____

- END OF SECTION C-10 -

SECTION C-10ST: APPLICATION AND CERTIFICATE for PAYMENT

DATE: _____

ESTIMATE No. _____

Attach Schedule of Values

To Owner: Alabama A&M University P.O. Box 1837 Normal, AL 35762	Project:
From Contractor: FEIN _____	To Engineer: Christi Robinson, P.E. 4Site, Incorporated 7500 S. Memorial Pkwy, Suite 209 Huntsville, AL 35802

TOTAL ORIGINAL CONTRACT \$ _____
CHANGE ORDER(S) Numbers _____ through _____ \$ _____
TOTAL CONTRACT TO DATE \$ _____

1. Work Completed to Date per attached Schedule of Values (_____ %) \$ _____
2. Stored Materials: *(Attach list or Form Inventory of Stored Materials.)* \$ _____
3. Total Completed Work and Stored Materials \$ _____
4. Less Retainage \$ _____
5. Total Due \$ _____
6. Less Total Previous Payments \$ _____
7. Balance Due This Estimate \$ _____

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 _____ _____ (Title) Sworn and subscribed before me this _____ day of _____ _____ L. S. Notary Public	OWNER'S / ENGINEER'S CERTIFICATION In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect'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. _____ (Owner / Architect) By _____ Date _____
--	--

APPROVALS

Approved by _____
Alabama A&M University

Signature

Date _____

The Owner certifies that funds are available in the amount required for this invoice

- END OF SECTION C-10ST -

Progress Schedule	Contractor	Date of Report: _____ Proceed Date: _____
Project: ALABAMA A&M LOWER DITCH STABILIZATION	Owner / Engineer Alabama A&M University / 4Site, Inc.	Projected Completion Date:

Division	%	Amount													
1 General Req.															
2. Sitework															
3. Concrete															
4. Masonry															
5. Metals															
6. Wood & Plastics															
7. Ther. & Moisture															
8. Doors & Windows															
9. Finishes															

10. Specialties															
11. Equipment															
12. Furnishing															
13. Special Construction															
14. Conveying Systems															
15. Mechanical															
16. Electrical															
Total Orig. Contract	100%														
Anticipated Draw															
Actual Draw															

Legend: Anticipated Activity -----, Actual Activity-----

USE ADDITIONAL SHEETS IF JOB IS SCHEDULED MORE THAN 12 MONTHS

- END OF SECTION C-11 -

SECTION C-12: CONTRACT CHANGE ORDER

Change Order No. _____

Date _____

TO: (Contractor)

PROJECT: ALABAMA A&M LOWER DITCH STABILIZATION

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.)

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 _____ (Insert "None" or No. of 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.

CONSENT OF SURETY

CONTRACTING PARTIES

By _____
(Company)

By _____
(Attach current Power of Attorney)

RECOMMENDED

By _____
Name&Title _____

By _____
Architect

APPROVALS

ALABAMA A&M UNIVERSITY

(Awarding Authority)

By _____
Name & Title: Andrew Hugine, Jr. Ph.D., President

- END OF SECTION C-12 -

SECTION C-13: CERTIFICATE OF SUBSTANTIAL COMPLETION

Alabama A&M University P.O. Box 1837 Normal, AL 35762	Owner / Architect
Contractor:	Bonding Company:

Project:

Substantial Completion has been achieved for ____ the entire Work, ____ the following portion of the Work

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

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

If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

Only one (1) originally executed substantial completion form should be routed to the Owner and provide copies to all other parties.

RECOMMENDED BY:

ENGINEER: _____

CONTRACTING PARTIES:

CONTRACTOR _____

- END OF SECTION C-13 -

SECTION C-14: FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

that _____,

(Contractor)

Contractor, has completed the Contract for (Construction) (Renovation) (Alteration)
(Equipment)
(Improvement) of **ALABAMA A&M LOWER DITCH STABILIZATION**

At Alabama A&M University
Normal, AL 35762

(Insert location data in County or City)

for the State of Alabama and the City of Normal, 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

Brian Shipp, 453 Buchanan Way, Normal, AL 35762 or brian.shipp@aamu.edu

(Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding \$50,000.00, for projects of less than \$50,000.00, run one time only. Proof of publication is required.

- **END OF SECTION C-14** -

SECTION C-15: STATE OF ALABAMA, VENDOR DISCLOSURE

Vendor Disclosure Statement Information and Instructions

Act 2001-955 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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.

FORM ATTACHED ON FOLLOWING PAGES (NOT NUMBERED)

SECTION 01010
SUMMARY OF WORK

1. PROJECT NAME: Alabama A&M Lower Ditch Stabilization
2. PROJECT LOCATION: 4900 Meridian Street
Normal, Alabama 35762
3. OWNER: Alabama A&M University
453 Buchanan Way
Normal, AL 35762

4. DESCRIPTION OF WORK:
In general, work of this Contract includes:

BASE BID: The base bid of the work includes the project to stabilize the existing channel slopes for a drainage ditch that is under US Army Corps of Engineers jurisdiction. This work includes the installation of three 3' high tiers of gabion baskets of varying widths on both sides of the channel for approximately 420', and two 3' high tiers of gabion baskets on both sides of the channel for approximately 230', for a total gabion basket wall length of approx. 650'. Incidental work includes fence reset, the removal of storm drain piping as shown to facilitate the installation of 7 new junction boxes, add storm pipe to connect through the gabions to the channel, sodding of the 1% sloped portion of the channel bottom between gabions and natural channel portion that is to remain undisturbed, and final grading with seeding of upper embankments to reestablish grass upon completion.

The base bid shall also include a \$25,000.00 Owner Allowance sum to be used for unforeseen incidentals that may occur during the project, and if not used, shall be deducted from the final amount due to the Contractor at the time of final payment.

ADDITIVE ALTERNATE #1: The Alternate #1, if accepted, includes the remainder of the project to stabilize the existing channel slopes for a drainage ditch that is under US Army Corps of Engineers jurisdiction. This includes bank stabilization grading work required for the remainder of the channel beginning at the end of the gabion basket wall section (located at approximately Station 06+42.13 on the south bank and Station 06+49.16 on the north bank) to the west end of the unnamed ditch tributary to the Normal Branch (approximately Station 14+00). This work includes bank grading to 3:1 slopes with erosion control blankets and seeding on both sides for the remaining approx. 750' of channel. sodding of the 1% sloped portion of the channel bench between the toe of the new stabilized slopes as designed and the natural channel portion that is to remain undisturbed, and final grading with seeding of upper embankments to reestablish grass upon completion.

5. SCOPE OF WORK:

A. Except for work noted "BY OWNER" or "N.I.C." (not in contract) or specifically excluded by the Contract Documents, the work under this contract includes all the work indicated on the Drawings and described above and in the Project Manual.

B. All work shall be provided in compliance with the "Contract Documents" for this project.

6. DRAWINGS AND SPECIFICATIONS:

Specifications governing this work shall contain the Divisions and Sections listed in the "TABLE OF CONTENTS" in this Project Manual.

END OF SECTION

SECTION 01011
INCIDENTAL WORK

1. SCOPE:

This Section covers incidental construction work and services which relate to the entire project rather than to any certain trade or part thereof.

2. SUPERINTENDENT:

A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

B. SUPERINTENDENT'S QUALIFICATIONS:

The Contractor's project Superintendent shall be highly skilled at directing, coordinating and supervising all trades, not just those forces of the General Contractor. He shall have the experience of having been superintendent on at least three projects similar in scope to this project. He shall keep informed of all transactions relative to the work such as correspondence, shop drawings, etc. He shall thoroughly acquaint himself with all divisions of the Project Manual and shall have a thorough understanding of the requirements, and the ability to see that the requirements are fulfilled. He shall be expected to exhibit an aggressive attitude of leadership. The Owner / Engineer shall have the right to reject any Superintendent who does not, in his opinion, fulfill these requirements. The Project Superintendent shall be a full-time employee of the Contractor whose sole function is to supervise, check and coordinate all phases of the construction and he shall be present at site while any and all construction activities are in process.

3. PROGRESS SCHEDULE:

A. The Contractor, within 5 (five) business days of being awarded the Contract, shall submit for the Owner's and Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

B. Progress Schedule shall be of the CPM (Critical Path Method) Bar chart, or similar approved system for scheduling and control of work. Contractor shall update original schedule monthly, reflecting any change to original schedule. This updated schedule shall accompany Contractor's monthly request for payment, and the first application will not be approved until the progress schedule is received and approved by the Owner / Engineer. Contractor's failure to substantially adhere to progress schedule shall be sufficient cause to withhold payment.

4. COORDINATION:

A. The Owner / General Contractor shall coordinate all construction activities between trades, including mechanical and electrical as necessary for proper and timely execution and completion of the entire project.

B. Superintendent shall coordinate location and timely installation of all bracing, blocking, furring and other miscellaneous work in walls and partitions required for anchorage of items to be installed in or on walls and partitions.

C. Superintendent shall coordinate work of various trades for proper location and timely installation of conduits, boxes, raceways, ducts and other items required to be installed in or

on cabinets, countertops, (including splashes) and other shop fabricated construction elements.

5. ENGINEER NOTIFICATION:

Contractor shall present to the Owner / Engineer, in writing, written notification of the following events at least three working days before their occurrence:

- A. Completion of project staking/layout and utility locations.
- B. Rough-in phase(s) - The time frame for inspection is immediately after all connections are complete, pipe is laid on bedding before backfill, .
- C. Discretionary events - Any significant event which would reasonably require inspection by the Owner / Engineer.

6. TOLERANCE COMPLIANCE:

Contractor shall inspect all completed work for compliance with specified tolerances.

7. MAINTENANCE MANUAL AND INSTRUCTION:

A. Submit to Owner / Engineer, prior to Owner's / Engineer's certification of final payment request, two (2) copies of a manual, assembled in a three ring binder with typewritten index, presenting for Owner's guidance, full details for care and maintenance of finish surfaces and of mechanical, electrical, and other equipment. obtain, for Subcontractors, manufacturer's literature relating to equipment, motors, wiring diagrams, instruction sheets and other information pertaining to operation and maintenance. Include name, address and phone number of nearest sales and service organization for each item.

B. Where the above described manuals and data are called for under separate sections of the specification, they shall be included in the manual described in this Article.

8. RECORD DRAWINGS:

A. Contractor shall maintain one (1) complete set of drawings, one (1) project manual at the site for marking all changes, modifications, and/or deviations made in the actual construction.

B. This complete set of construction documents, shall be submitted to Owner / Engineer with closeout documents

9. INSTALLATION OF OWNER'S FURNISHED EQUIPMENT:

A. Contractor shall install all items and equipment noted on drawings "FURNISHED BY OWNER - INSTALLED BY CONTRACTOR". These items shall be installed in strict accord with manufacturer's instructions.

B. Contractor shall permit Owner, or persons other than the Contractor, to place or install items and equipment not covered by Paragraph A above, during progress of work, if necessary.

C. Contractor agrees to cooperate with the Owner in coordinating proper and timely installation of Owner's items and equipment.

D. Contractor agrees that such placing and installation shall not in any way affect the completion of any work of this contract.

10. PROTECTION:

Contractor shall provide temporary barriers, guards, coverings, closures and other items and materials necessary to protect existing work to remain and completed work from damage and to

protect workers and other people on the site from injury.

11. TEMPORARY FENCES:

Temporary fences are not required. Should Contractor choose to provide temporary fences for protection of his equipment and materials, the locations shall be approved by Owner / Engineer.

END OF SECTION



SECTION 01012
GUARANTEES

1. The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective, if required by the Owner / Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2 of General Conditions.
2. It is the intention of the documents that the Contractor guarantee the satisfactory performance, as determined by the Owner / Engineer, of all components of work included under this contract for a period of one (1) year.
3. The Contractor shall provide, on a form prescribed by Owner / Engineer, a written guarantee, properly executed by appropriate Subcontractor or material supplier, or both, countersigned and guaranteed by Contractor, that their work will be free from defects of materials and workmanship, and shall remain in proper operating condition for a period of one (1) year.
4. This guarantee shall state and agree that Contractor, Subcontractor, and material supplier, if applicable, shall be responsible for repair or replacement of defective materials or work, including work or materials damaged thereby, at their own expense, with no additional cost to the Engineer or Owner, for a period of one (1) year.
5. Date of Commencement of all guarantees shall be date of the "Certificate of Substantial Completion". Should a "Certificate of Substantial Completion" not be issued, the date of commencement of all guarantees shall be the date the Owner / Engineer certifies the final "Pay Request."
6. Some guarantees extend beyond one (1) year, as specified in individual sections.
7. Work performed under this Guarantee and Article 12, item 12.2, shall be guaranteed for a period of one (1) year from date such work is completed.

END OF SECTION

SECTION 01080
CODES AND STANDARDS

1. Wherever reference is made in the technical sections to standard specifications of nationally known organizations, the latest edition in effect on date of this Specification shall govern unless otherwise stated herein. Where specific articles, sections, divisions or headings are not given, such specifications shall apply in full. Standard specifications when included herein, by abbreviations, or otherwise, shall form a part of this specification the same as if quoted in full. These organizations and their abbreviations include, but are not limited to, the following:

AAMA	Architectural Aluminum Manufacturers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWI	American Woodwork Institute
CS	Commercial Standard, U.S. Department of Commerce
FIA	Factory Insurance Association
IBC	International Building Code
IFC	International Fire Code
IPC	International Plumbing Code
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
NBS	National Bureau of Standards (of the Department of Commerce of the U.S. Government) for Commercial Standards and Simplified Practice Recommendations
NEC	National Electric Code of NBFU (National Bureau of Fire Underwriters)
NEMA	National Electric Manufacturing Association
NFPA	National Fire Protection Association
USASI	United States of America Standards Institute
UL	Underwriter's Laboratories

2. Furnish, if requested, certificates from manufacturers to the effect that products or materials provided for use in this work comply with requirements for materials or products specified.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

1. GENERAL:

The term "Contractor" as used throughout this Section is the person or entity identified as such in the Owner-Contractor Agreement unless otherwise noted. Contractor shall pay costs for all temporary facilities.

2. FIELD OFFICE – NOT REQUIRED:

Contractor is not required to maintain an area within the building site of usable floor space. At all times keep one (1) complete set of Contract Drawings and Specifications and one (1) copy of approved Shop Drawings in with site Superintendent.

3. STORAGE FACILITIES:

Contractor shall provide and maintain on the site watertight storage sheds for storage of materials which might be damaged by weather.

4. TOILET FACILITIES:

Contractor shall provide sanitary temporary toilet facilities and shall maintain toilet facilities in sanitary conditions at all times. Remove temporary toilet from site when project is complete.

5. TEMPORARY WATER:

Contractor shall extend, from point of service, a water supply adequate for construction purposes. He shall protect lines against freezing, and be fully responsible for temporary installation in every way. Provide any and all hoses needed.

6. JOB TELEPHONE:

The Superintendent shall carry a cellular phone on his person at all times.

7. PROTECTIVE COVERING:

A. Contractor shall protect finish surfaces, including door frames, trim, walls, floors, ceilings, and soffits of spaces used as passageways or through which materials are handled, against any possible damage resulting from construction work.

B. Finished surfaces, including factory-finished and job-finished items, shall be clean and not marred upon delivery of building to Owner. Contractor shall, without extra compensation, refinish such spaces where such surfaces have been inadequately protected and are damaged.

C. Tight wood sheathing shall be laid under any materials that are stored on finished cement surfaces. Lay reinforced non-staining kraft building paper and plywood or planking over finished floor surfaces in traffic areas before moving any materials over these finished areas. Wheelbarrows, if used over such areas, shall have rubber tired wheels.

D. In performing processes requiring use of water or in cleaning operations, Contractor shall insure that no leakage of water to other portions of structure occurs. Contractor shall contain flow of moisture to the extent that no damage occurs to work in place.

8. TEMPORARY FENCE:

Shall be installed as needed if required to insure public safety during construction. Fence shall be a manufactured fence suitable for its purpose, with location and type approved by Owner before installation and shall be kept in good repair throughout the course of the project.

END OF SECTION

SECTION 01600
MATERIALS DELIVERY, STORAGE, AND HANDLING

1. Secure supplier's specific recommended storage requirements for products and materials to be stored.
2. The following storage requirements are in addition to suppliers recommended storage requirements:

A. DELIVERY:

1. Deliver materials in manufacturer's original unopened packaging with identification labels intact and legible.
2. Replace damaged or contaminated containers and materials.

B. STORAGE:

1. Store materials off of ground and concrete floors.
2. Cover and protect materials from damage due to weather and construction operations.
3. Maintain stored materials clean and free of dirt, grease, foreign matter and construction debris.
4. Store sheet materials stacked flat.
5. Store roll materials on end.
6. Store emulsion and liquid type products in temperatures above 40 degrees F.

C. HANDLING:

1. Handle sheet material, such as drywall, to avoid undue sagging.
2. Handle rolled goods so as to prevent damage to edges and ends.

D. PROTECTION:

1. Protect steel materials from corrosion.
2. Protect finished surfaces from damage.
3. Protect insulation from direct sunlight and moisture.
4. Protect edges of sheet material from damage.

3. Contractor shall be responsible for compliance with storage requirements.
4. Materials damaged due to improper storage shall be replaced by the Contractor at no cost to the Owner.
5. OWNER-FURNISHED ITEMS AND EQUIPMENT:
Store and handle Owner furnished items and equipment per the requirements of this Section.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

1. PROJECT CLOSEOUT SHALL FOLLOW THE FOLLOWING SEQUENCE:

A. SUBSTANTIAL COMPLETION:

As defined by Articles 8.1.3 and 9.8 of the General Conditions. Should a "Certificate of Substantial Completion" not be issued, Contractor shall notify Owner / Engineer, in writing, of his readiness for the "Pre-Final" inspection.

B. COMPLETION OF PUNCH LIST:

Contractor shall complete all items on Punch List from "SUBSTANTIAL COMPLETION" or "PRE-FINAL" inspection, and so inform Owner / Engineer in writing, and submit Closeout Documents A, B, C, and D listed in Item 2 of this section to Owner / Engineer.

C. FINAL INSPECTION:

Engineer and Owner, with Contractor, will verify that all Punch List items have been completed or otherwise resolved.

D. SUBMISSION OF REMAINING CLOSEOUT DOCUMENTS:

As defined in Item No. 2 below.

E. EXECUTION OF CHANGE ORDER FOR ADDITIONAL WORK AND/OR TIME.

F. OWNER / ARCHITECT ISSUES CERTIFICATE OF FINAL PAYMENT:

Only after Items "A" through "E" above have been completed will the Certificate for Final Payment be approved by the Owner / Engineer.

2. CLOSEOUT DOCUMENTS:

Contractor shall submit the following documents to the Owner / Engineer before the final certificate for payment is approved.

A. Heating, Air Conditioning, Plumbing, and Electrical Operation Manual, with letter from Owner acknowledging receipt of operating instructions.

B. Letter listing Maintenance Materials turned over to Owner.

C. *Consent of Surety to Final Payment*, AIA Form G707.

D. *Contractor's Affidavit of Release of Lien*, AIA Form G706A.

E. *Contractor's Affidavit of Payment of Debts and Claims*, AIA Form G706.

F. Release of Liens from all Subcontractors and Materials Suppliers, with Contract amounts of \$1,000.00 or more.

I. Guarantee on all Major Sub-Contracts.

J. General Contractor's Guarantee.

K. Affidavit of Advertisement of Job Completion (4 consecutive weeks)

END OF SECTION

SECTION 01710
CLEANING

PART I - GENERAL

1.01 DESCRIPTION:

- A. Execute cleaning during progress of the work and at completion of the work, as required by General Conditions.
- B. Related requirements in other parts of the Specifications:
General Conditions

1.02 DISPOSAL REQUIREMENTS:

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and antipollution laws.

PART II - PRODUCTS

2.01 MATERIALS:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART III - EXECUTION

3.01 DURING CONSTRUCTION:

- A. Execute daily cleaning to keep the work, site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish. Debris shall not be thrown through windows nor into foundation trenches.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL:

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RODENT AND VERMIN CONTROL:

- A. All precautions shall be exercised to control the entry and breeding of rodents and vermin.
- B. At the time of final inspection or six months after occupancy, if the construction is found to be

inhabited by rodents and/or other vermin, the Contractor shall bear the expense of extermination.

3.04 FINAL CLEANING:

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Hardware shall have stains, dust, dirt, paint and other disfigurement removed and shall be thoroughly cleaned and polished.
- D. Cabinets, built-ins and equipment shall be thoroughly cleaned and dusted.
- E. Wash mirrors, ceramic tile and plumbing fixtures, wash glass on both sides, leave glass and mirrors in first class condition. Scratched, marred or otherwise disfigured glass or mirrors shall be replaced.
- F. Scratched, marred or otherwise disfigured aluminum or other finished metals shall be replaced.
- G. Ventilating systems:
 - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
 - 2. Clean ducts, blowers and coils if units were operated without filters during construction.
- H. Broom clean exterior paved surfaces, rake clean other surfaces of the grounds.
- I. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.
- J. Upon completion of final cleaning, cleaning equipment, materials and debris shall be removed from building and premises left clean.

END OF SECTION

SECTION 01800
US ARMY CORPS OF ENGINEERS PERMIT

1.01 PERMIT

The contractor's attention is required to review and meet all the conditions of the U.S. Army Corps of Engineers Permit LRN-2018-00138; Alabama A&M University; Discharge of Fill Material; Located at Unnamed Tributary of Normal Branch, Tennessee River Mile 321.0, Right Bank, Huntsville, Madison County, Alabama (Latitude: 34.762939, Longitude: -86.550176). This permit information dated April 19, 2018, is attached hereto in its entirety and is therefore part of the requirements of these contract documents.





REPLY TO
ATTENTION OF:
Western Regulatory Field Office

DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
Western Regulatory Field Office
2424 Danville Road SW, Suite N
Decatur, Alabama 35603

April 19, 2018

SUBJECT: LRN-2018-00138; Alabama A&M University; Discharge of Fill Material; Located at Unnamed Tributary of Normal Branch, Tennessee River Mile 321.0, Right Bank, Huntsville, Madison County, Alabama (Latitude: 34.762939°, Longitude: -86.550176°)

Alabama A&M University
Attn: Brad Shipp, Director of Facilities
P.O. Box 1837
Normal, AL 35762

Dear Mr. Shipp:

This correspondence is in regard to your pre-construction notification (PCN) for a discharge of fill material for bank stabilization of 1,382 linear feet of ephemeral stream bank into an unnamed tributary to Normal Branch near Madison County, Alabama (Latitude: 34.762939°, Longitude: -86.550176°). This project has been assigned number (LRN-2018-00138). Please refer to this number in all communication concerning this matter.

Based on the information you provided, Nationwide Permit (NWP) 13, Bank Stabilization, which became effective March 19, 2017 [82 FR 1860], authorizes your proposal as depicted on the enclosed plans. In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 13, Terms and Conditions*, and the *2017 Nationwide Permit General Conditions*. The work must also comply with the special conditions listed in the enclosed "SPECIAL CONDITIONS FOR PERMIT LRN-2018-00138; ALABAMA A&M UNIVERSITY"

This verification is valid until March 18, 2022, unless the NWP authorization is modified, suspended, or revoked prior to that date. Furthermore, if you commence or are under contract to commence this activity before the date of NWP expiration, modification, or revocation, you will have 12 months from the date of expiration, modification or revocation to complete the activity under the present terms and conditions of the NWP. This will apply to all NWPs unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5(c) or (d).

This NWP 13 verification does not obviate your responsibility to obtain and abide by all other federal, state and local permits or approvals required. This NWP verification should not be considered as an approval of the design features of any activity authorized or an implication that such construction is considered adequate for the purpose intended. In addition, it does not grant any property rights or exclusive privileges and does not authorize any injury to the property or rights of others. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit* form. Thank you for your cooperation during the permitting process. If you have any questions, please contact Mr. Adam McHann at 256-350-5620, or via e-mail Adam.W.Mchann@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Wilder". The signature is fluid and cursive, with a large loop at the end.

Timothy Wilder
Chief, West Branch
Regulatory Division
U.S. Army Corps of Engineers

Attachments

Attachment 1 – SPECIAL CONDITIONS FOR PERMIT LRN-2018-00138; ALABAMA A&M UNIVERSITY

Attachment 2 –NWP 13, Terms and Conditions & 2017 Nationwide Permit General Conditions

Attachment 3 – ADEM Clean Water Act Water Quality Certification General Conditions

Attachment 4 – Permit Plans

Attachment 5 – Compliance Certification

cc:

Barbara Lehman (GEO Solutions, LLC)

SPECIAL CONDITIONS FOR PERMIT LRN-2018-00138, ALABAMA A&M UNIVERSITY

1. **Permit Drawings:** The Permittee shall construct the authorized activity in accordance with the attached (Attachment 4) permit drawings. Work in waters of the U.S. that deviates from the approved plans shall NOT occur without first obtaining approval from this office.
2. **Water Quality Certification:** The State of Alabama Department of Environmental Management (ADEM) has issued a conditional 401 water quality certification for Nationwide Permit #13 under Section 401 of the Clean Water Act. You must comply with the attached (Attachment 3) General Conditions specified in the certification.
3. **Certification of Work Form:** Within 30 days of completion of the authorized work, the Permittee shall complete the attached (Attachment 5) form and submit to the Corps.



US Army Corps
of Engineers®
Nashville District

2017 Nationwide Permit

82 FR 1860

13. Bank Stabilization.

Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects (an exception is for bulkheads—the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);
- (c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);
- (g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;
- (h) The activity is not a stream channelization activity; and
- (i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) Involves discharges into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.)

(Authorities: Sections 10 and 404)



US Army Corps
of Engineers®
Nashville District

2017 Nationwide Permit General Conditions

The following General Conditions must be followed in order for any authorization by NWP to be valid:

National General Conditions:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction

notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take"

means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of

the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment. (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within,

or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332. (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of

compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)). (g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2). (b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information: (1) Name, address and telephone numbers of the prospective permittee; (2) Location of the proposed activity; (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity; (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed

activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans); (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act; (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act; (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and (10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project. (c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and

procedures for electronic submittals. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).



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January 30, 2017

Colonel Jim DeLapp
Commander, Mobile District
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

RE: Clean Water Act (CWA) Section 401 Water Quality Certification (WQC), U.S. Army Corps of Engineers (COE) Proposed 2017 Reissuance of Alabama Nationwide Permits (ALNWP) For Activities Within the State of Alabama With Minimal Individual And Cumulative Adverse Impacts On The Aquatic Environment, January 6, 2017 CESAM-RD, SAM-2016-00407-MBM

Dear Colonel DeLapp:

This office has completed a review of the above-referenced notice and all associated materials submitted related to the proposed ALNWP. Any comments made during the public notice period have also been forwarded to us for review.

1. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
12. Utility Line Activities
13. Bank Stabilization
14. Linear Transportation Projects
15. U.S. Coast Guard Approved Bridges
16. Return Water From Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Response Operations for Oil or Hazardous Substances
21. Surface Coal Mining Activities
22. Removal of Vessels
23. Approved Categorical Exclusions
24. Indian Tribe or State Administered Section 404 Programs
25. Structural Discharges
26. [Reserved]
27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities



28. Modifications of Existing Marinas
29. Residential Developments
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Facilities
32. Completed Enforcement Actions
33. Temporary Construction, Access, and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste
39. Commercial and Institutional Developments
40. Agricultural Activities
41. Reshaping Existing Drainage Ditches
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
45. Repair of Uplands Damaged by Discrete Events
46. Discharges in Ditches
47. [Reserved]
48. Commercial Shellfish Aquaculture Activities
49. Coal Remining Activities
50. Underground Coal Mining Activities
51. Land-Based Renewable Energy Generation Facilities
52. Water-Based Renewable Energy Generation Pilot Projects
53. Removal of Low-Head Dams
54. Living Shorelines

Because action pertinent to WQC is required by Section 401(a)(1) of the CWA, 33 U.S.C. Section 1251, et seq., we hereby issue certification until **March 18, 2022**, that there is reasonable assurance that the discharge resulting from the proposed activities as submitted will not violate applicable water quality standards established under Section 303 of the CWA and Title 22, Section 22-22-9(g), Code of Alabama, 1975, provided the applicant acts in accordance with the following conditions as specified. We further certify that there are no applicable effluent limitations under Sections 301 and 302 nor applicable standards under Sections 306 and 307 of the CWA in regard to the activities specified.

To minimize adverse impacts to State waters, by copy of this letter we are requesting the Mobile District Corps of Engineers to incorporate the following as special conditions appropriate to each activity in Alabama authorized by the COE NWP:

1. During project implementation, the applicant shall ensure compliance with applicable requirements of ADEM. Admin. Code Chapter 335-6-6 [National Pollutant Discharge Elimination System (NPDES)], Chapter 335-6-10 (Water Quality Criteria), and Chapter 335-6-11 (Water Use Classifications for Interstate and Intrastate Waters).
2. ADEM permit coverage may be required prior to commencing and/or continuing certain activities/operations relating to or resulting from the project. If an applicant has any questions regarding ADEM regulated activity or the need for NPDES permit coverage, the applicant can contact ADEM's Water Division at (334) 271-7823. If an applicant has any questions regarding ADEM regulated activity or the need for air permit coverage, the applicant can contact ADEM's Air

Division at (334) 271-7869. If the applicant has any questions regarding ADEM regulated activity or the need for hazardous, toxic, and/or solid waste permit coverage, the applicant can contact ADEM's Land Division at (334) 271-7730.

3. Upon the loss or failure of any treatment facility, Best Management Practice (BMP), or other control, the applicant shall, where necessary to maintain compliance with this certification, suspend, cease, reduce or otherwise control work/activity and all discharges until effective treatment is restored. It shall not be a defense for the applicant in a compliance action that it would have been necessary to halt or reduce work or other activities in order to maintain compliance with the conditions of this certification.
4. The applicant shall retain records adequate to document activities authorized by this certification for a period of at least three years after completion of work/activity authorized by the certification. Upon written request, the applicant shall provide ADEM with a copy of any record/information required to be retained by this paragraph.
5. The applicant shall conduct or have conducted, at a minimum, weekly comprehensive site inspections until completion of the proposed activity to ensure that effective BMPs are properly designed, implemented, and regularly maintained (i.e. repair, replace, add to, improve, implement more effective practice, etc.) to prevent/minimize to the maximum extent practicable discharges of pollutants in order to provide for the protection of water quality.
6. The applicant shall implement a project-specific or a detailed general BMP Plan prepared by an ADEM recognized qualified credentialed professional (QCP) applicable to and commensurate with activities of the type proposed. Effective BMPs shall be implemented and continually maintained for the prevention and control of turbidity, sediment, and other sources of pollutants, including measures to ensure permanent revegetation or cover of all disturbed areas, during and after project implementation.
7. The applicant shall implement a Spill Prevention Control and Countermeasures (SPCC) Plan for all temporary and permanent onsite fuel or chemical storage tanks or facilities consistent with the requirements of ADEM Admin. Code R. 335-6-6-.12(r), Section 311 of the Federal Water Pollution Control Act, and 40 CFR Part 112. The applicant shall maintain onsite or have readily available sufficient oil & grease absorbing material and flotation booms to contain and clean-up fuel or chemical spills and leaks. The applicant shall immediately notify ADEM after becoming aware of a significant visible oil sheen in the vicinity of the proposed activity. In the event of a spill with the potential to impact groundwater or other waters of the State, the applicant should immediately call the National Response Center at 1-800-424-8802 and the Alabama Emergency Management Agency at 1-800-843-0699. The caller should be prepared to report the name, address and telephone number of person reporting spill, the exact location of the spill, the company name and location, the material spilled, the estimated quantity, the source of spill, the cause of the spill, the nearest downstream water with the potential to receive the spill, and the actions taken for containment and cleanup.
8. Additional, effective BMPs shall be fully implemented and maintained on a daily basis as needed to prevent to the maximum extent possible potential discharges of pollutants from activities authorized by this certification, directly to or to a tributary or other stream segment, that have the potential to impact a State water currently considered impaired [waterbody is identified on the Alabama 303(d) list, a total maximum daily load (TMDL) has been finalized for the waterbody, and/or the waterbody is otherwise considered a Tier 1 water pursuant to ADEM Admin. Code Ch. 335-6-10]. The applicant

shall inspect all BMPs as often as is necessary (daily if needed) for effectiveness, need for maintenance, and the need to implement additional, effective BMPs. Additional effective BMPs shall immediately be implemented as needed to ensure full compliance with ADEM requirements and the protection of water quality in the impaired waterbody.

9. All construction and worker debris (e.g. trash, garbage, etc.) must be immediately removed and disposed in an approved manner. If acceptable offsite options are unavailable, effective onsite provisions for collection and control of onsite worker toilet wastes or gray waste waters (i.e. port-o-let, shower washdown, etc.) must be implemented and maintained. Soil contaminated by paint or chemical spills, oil spills, etc. must be immediately cleaned up or be removed and disposed in an approved manner. Also, the applicant shall manage and dispose of any trash, debris, and solid waste according to applicable state and federal requirements.
10. All materials used as fill, or materials used for construction of structures in a waterbody, must be non-toxic, non-leaching, non-acid forming, and free of solid waste or other debris. This requirement does not preclude the use of construction materials authorized by the COE that are typically utilized in marine or other aquatic applications.
11. The applicant shall implement appropriate measures to minimize the potential for a decrease of instream dissolved oxygen concentrations as a result of project implementation. In addition, the applicant shall ensure that the activities authorized by this certification do not significantly contribute to or cause a violation of applicable water quality standards for instream dissolved oxygen.
12. The applicant shall implement appropriate, effective BMPs, including installation of floating turbidity screens as necessary, to minimize downstream turbidity to the maximum extent practicable. The applicant shall visually monitor or measure background turbidity. The applicant must suspend operations should turbidity resulting from project implementation exceed background turbidity by more than 50 NTUs. Operations may resume when the turbidity decreases to within acceptable levels.
13. The applicant shall evaluate, characterize, and as necessary, conduct regular analysis of any material proposed to be dredged/removed/disturbed in order to ensure that potential pollutants are not present in concentrations that could cause or contribute to a violation of applicable water quality standards. Information regarding the evaluation, characterization, or detailed results of any analyses shall be made available to ADEM upon request.
14. If upland disposal areas are utilized, the applicant shall be responsible for the condition of the disposal area, including the structural integrity of any embankments, until the disposal area is permanently reclaimed or adequately stabilized, to ensure that sediment and/or turbidity in the return water and/or stormwater runoff will not cause substantial visible contrast with the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.
15. For proposed activities associated with new or updated docks, marinas, multiple boat slips, floating docks, large or multiple piers, etc. or that increase the number of berthing areas, the applicant shall ensure that these facilities are equipped with appurtenances (i.e. trash receptacles, receptacles for fish offal and carcasses, SPCC for fueling facilities, and a sewage pump out system where appropriate) as needed to protect water quality.
16. The applicant is encouraged to consider additional pollution prevention practices, low impact development (LID), and other alternatives to assist in complying with applicable regulatory

requirements and possible reduction/elimination of pollutant discharges. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to implement these sustainable ideas such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements. By implementing LID principles and practices, water can be managed in a way that reduces the impact of built areas and promotes the natural movement of water within an ecosystem or watershed.

17. The applicant is encouraged to consider and implement a site design plan/strategy for post-construction hydrology to mimic pre-construction hydrology to the extent feasible, and for post-construction stormwater runoff peak flows and total stormwater volume to minimize potential downstream channel and stream bank erosion.
18. In recognition that projects are site specific in nature and conditions can change during project implementation, ADEM reserves the right to require the submission of additional information or require additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality. Liability and responsibility for compliance with this certification are not delegable by contract or otherwise. The applicant shall ensure that any agent, contractor, subcontractor, or other person employed by, under contract, or paid a salary by the applicant complies with this certification. Any violations resulting from the actions of such person may be considered violations of this certification.
19. Issuance of a certification by ADEM neither precludes nor negates an operator/owner's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals. This certification does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations, and in no way purports to vest in the applicant title to lands now owned by the State of Alabama, nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State of Alabama that may be in the applicant's possession.

Should you have any questions on this or related matters, please do not hesitate to contact Richard Hulcher, Office of Field Services, by email at rjh@adem.alabama.gov or by phone at 334-394-4311.

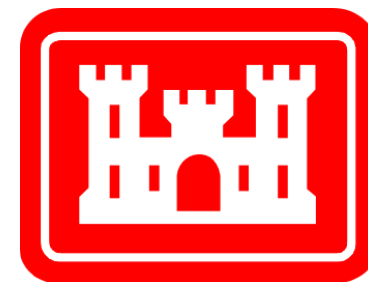
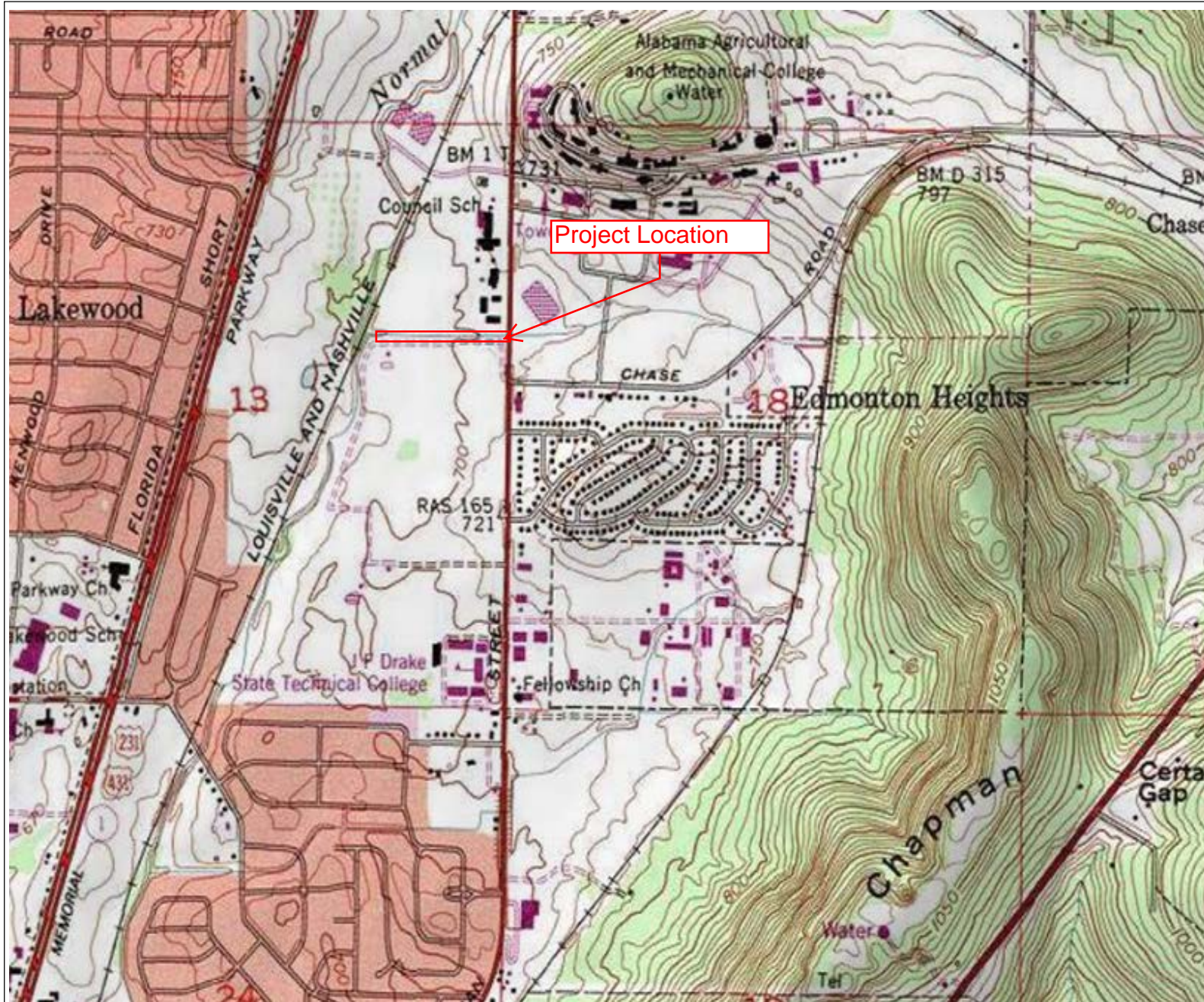
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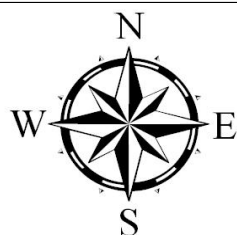
Anthony Scott Hughes, Chief
Field Operations Division

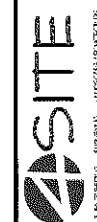
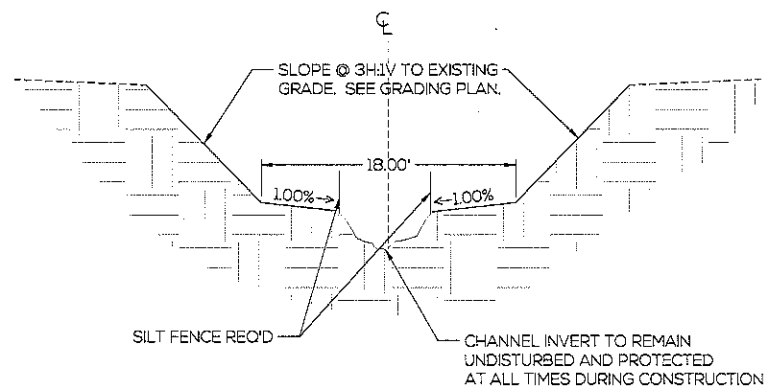
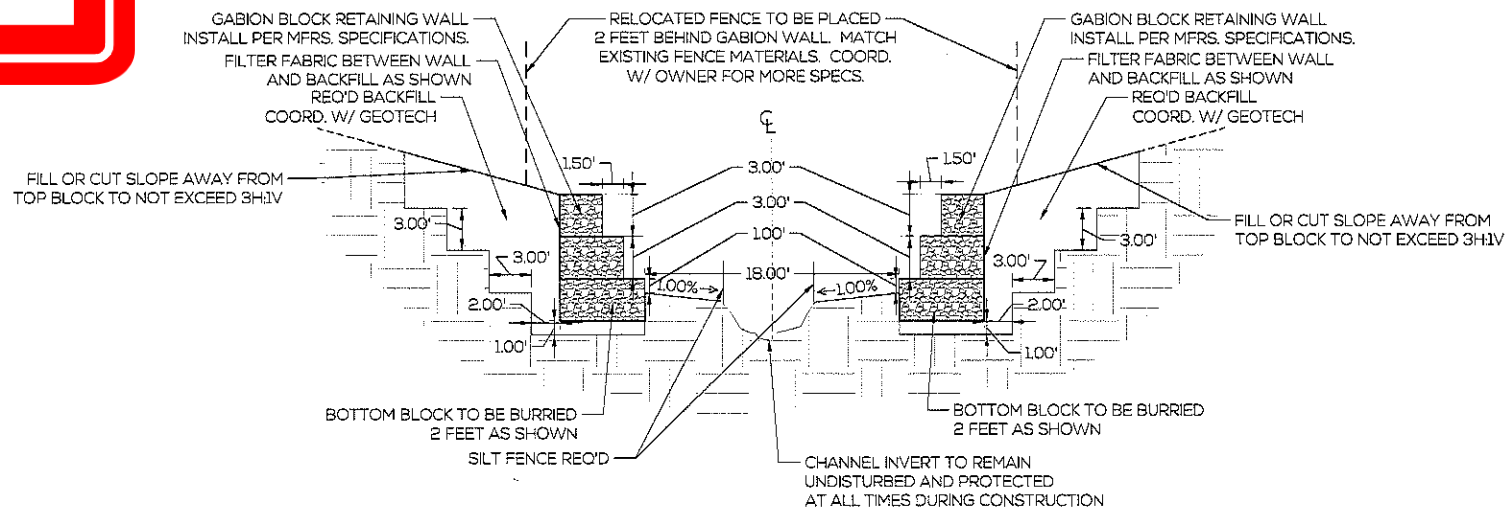
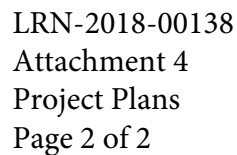
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c: Nashville District COE
EPA Region IV



LRN-2018-00138
Attachment 4
Project Plans
Location Map
Page 1 of 2





PROJECT DETAILS

ALABAMA A&M

LOWER DITCH STABILIZATION

COUNCIL BLVD, HUNTSVILLE, AL



REVISIONS

DRAWN BY: J...

FIELD DATE: 07/2007

OFFICE DATE: 10/2007

CHECKED BY: CUNNINGHAM

NO SCALE

SHEET
C-5.1

PROJECT NO. 12-50



COMPLIANCE CERTIFICATION

YOU ARE REQUIRED TO SUBMIT THIS SIGNED CERTIFICATION REGARDING THE COMPLETED ACTIVITY AND ANY REQUIRED MITIGATION

I hereby certify that the work authorized by **Permit No. LRN-2018-00138**, and any required mitigation was done in accordance with the Corps authorization, including any general, regional, or special conditions.

Permittee Signature

Date

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative.

Submit this signed certification to the address below:

- ☐ U.S Army Corps of Engineers
Regulatory Division
3701 Bell Road
Nashville, TN 37214-2660
- ☐ East Regulatory Field Office
501 Adesa Parkway
Suite 250
Lenoir City, TN 37771
- ☒ West Regulatory Field Office
2424 Danville Road SW, Suite N
Decatur, AL 35603

**SECTION 02110
DEMOLITION**

PART I - GENERAL

1.01 SCOPE:

This section covers Demolition, including all equipment, tools, labor and services necessary to complete this work. General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to work of this section.

1.02 COORDINATION:

Coordinate demolition work with other trades as necessary to expedite work of other trades and the entire project.

1.03 PROTECTION:

- A. Provide barricades, fences and other barriers necessary to protect any persons who may be in or around demolition operations and the removal of demolition debris.
- B. Protect portions of existing buildings which are to remain free from damage both structurally and in appearance.
- C. Any areas damaged as a result of demolition work shall be repaired to its original condition or replaced by the Contractor without cost to the Owner.
- D. Protect with a suitable medium that will protect windows, mirrors and fragile items.

PART II - MATERIALS

2.01 EQUIPMENT AND TOOLS:

Provide equipment and tools of kind and size necessary to perform demolition work in an expeditious manner.

PART III - EXECUTION

3.01 DEMOLITION WORK:

- A. Provide all demolition work necessary to complete the work of this contract.

3.02 OWNERSHIP OF DEMOLISHED MATERIALS:

All demolished materials shall become the property of the contractor, unless indicated otherwise on the drawings.

3.03 CLEAN-UP:

Remove all demolished materials and debris from the site.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE

PART I – GENERAL

1.01 SCOPE:

Concrete shall be either Class A or Class B. In general, Class A concrete shall be reinforced concrete masonry, cast-in-place in forms for foundations, pipe collars, footings, piers, headwalls, and similar structures; Class B concrete shall be plain concrete and shall be used for trench bottom stabilization, pipe protection, anchors, massive sections and similar work.

In general Class A concrete shall be formed, reinforced concrete having a 28 day minimum compressive strength of 3000 pounds per square inch. In general Class B concrete shall be non-formed, non-reinforced concrete having a 28 day minimum compressive strength of 3000 pounds per square inch. Other classes, types or design for cast-in-place concrete may be specified in the Plans or Special Conditions or approved by the Engineer as circumstances require.

1.02 CONCRETE COMPONENTS

A. Concrete components shall conform to the minimum requirements of this Section.

B. Aggregates shall be crushed limestone conforming to the requirements of ASTM C33, except as further specified herein. Crushed limestone for coarse aggregate shall consist of uncoated particles of sound, durable rock of uniform quality, without an excess of flat, elongated or laminated pieces. No surface, yellow or soft stone, shall be permitted. The specific gravity of the stone shall be not less than 2.56.

C. Water used in concrete shall be potable water.

D. Sand used in concrete shall be natural sand consisting of clean, hard, durable, uncoated grains. Sands containing lignite are not acceptable for exposed architectural concrete.

E. Cement used in concrete shall be Portland Cement conforming to the requirements of ASTM C150. Type II cement shall be used unless otherwise specified.

F. Air-entraining admixtures if specified shall conform to the requirements of ASTM C260.

1.03 MIX DESIGN

A. Concrete mix design for particular applications shall be submitted for approval in each case to the Engineer.

B. Concrete ingredients shall be selected, proportioned, and mixed to produce a workable, homogeneous concrete. The slump, at the point of delivery, shall be a minimum of 1.5 inches and a maximum of 4 inches for Classes A and B unless specifically approved by the Engineer.

1.04 REINFORCING MATERIAL FOR CAST-IN-PLACE CONCRETE

A. Reinforcing bars shall conform to the requirements of ASTM A615, A616, or A617. Reinforcing bars shall be grade 60 deformed bars, or as specified on the Plans.

B. Welded wire fabric or cold-drawn wire for concrete reinforcement shall conform to the requirements of ASTM A185 or ASTM A82, respectively.

1.05 GROUT

A. Grout shall consist of a mixture of water and cement or water and one part cement to two parts mortar sand, by volume. The water may be adjusted to produce a mixture suitable for job conditions.

1.06 TESTING

A. Testing of cast-in-place concrete shall be in accordance with Section 07000.

END OF SECTION



SECTION 05010
CONSTRUCTION SPECIFICATIONS FOR STORM SEWER LINES

PART 1 – GENERAL

1.01 SCOPE

A. The work included in these specifications shall consist of furnishing all materials and equipment and performing all labor and services necessary to install the storm sewer lines and appurtenances complete, as shown on the Plans and as specified herein. It shall include all preparation of the site; excavation and backfill; any necessary shoring and bracing, pumping, drilling, blasting, and pipe cushion; construction of storm sewer lines; disposal of surplus materials; maintenance during construction; concrete work; replacing pavements; clean up and revegetation; and all other incidental work necessary to provide complete operating storm sewer lines.

B. Stream, Highway and Railway Crossings will be considered as an incidental part of the work included in the unit prices for the various sizes of storm sewer lines, unless specific designs are shown on the Plans or in the Special Conditions and unit prices for such crossings are included in the Proposal.

C. All Materials will be furnished by the Contractor, unless otherwise indicated on the Plans or in the Special Conditions.

1.02 GENERAL

A. Pipe shall be stored or strung along the route of the work only in such quantity as will be sufficient to maintain continuous laying operations and prevent delays due to shortages of materials. The Contractor shall avoid stringing or storing pipe in locations that might cause inconvenience to the public operation of businesses, or hindrance to traffic such as across driveways, entrances, fire lanes, or adjacent to fire hydrants, and shall avoid stringing pipe in locations that would interfere with drainage.

B. Where pipe lines are to be constructed in easements, the Contractor shall confine his operations to such easements or temporary work strips as might be made available adjacent to the easements. The Contractor may obtain information regarding such easements and/or work strips from the Owner. The Contractor shall make his own arrangements for storage of pipe or other materials on property outside of public ways, easements, or temporary work strips; and use of such areas shall be at the Contractor's own responsibility.

C. The Contractor shall keep the Owner, Engineer and City well-informed on his construction schedule progress, and any changes in the schedule. The Contractor shall consult with the respective Engineering and Traffic Departments of the authorities mentioned herein above before beginning work. The work located in public ways under the jurisdiction of such Departments shall follow the recommendations of the respective Departments relative to work on public ways, and shall make such provisions for maintenance of traffic flow, regulation of traffic, and protection of traffic and the public as required by the respective Departments.

D. The Contractor shall furnish and install all pipes, accessories, and appurtenances; shall furnish and install all other pipeline materials required in the work; shall furnish and install all materials required for bracing of pipe and fittings; and shall construct the storm sewer system complete in accordance with the Plans and these Specifications.

E. The prosecution of the work; the handling and laying of pipe; excavation and backfill; location and depth of mains; installation of pipe and appurtenances; restoration of surfaces; provisions for handling traffic; and other acts associated with the construction work shall be in accordance with the Plans and these Specifications. Should special conditions arise that, in the opinion of the Contractor, warrant some deviation from the Plans or these Specifications, the approval of the Owner must be secured before any change is made.

1.03 SITE PREPARATION

A. Prior to starting construction operations, the Contractor shall remove all vegetable growth, debris and other objectionable matter standing or lying on the surface within the limits of the areas to be excavated or filled; and shall demolish and remove there from such buildings and other structures as are specifically designated on the Plans for removal.

B. The site shall have all stumps and roots 2 inches and larger removed to a depth of not less than 6 inches below the original ground surface. Areas of structural excavation shall have all visible stumps and roots 2 inches and larger removed.

C. Topsoil shall be removed, generally 2 to 6 inches, from all areas to be excavated or filled. Topsoil shall be stockpiled at a location approved by the Owner.

D. Test holes are to be made when necessary for locating underground obstructions. Where utilities are to be crossed, they shall be uncovered by hand excavation methods before other excavation near them is started. Every pipe for water, gas, drainage, or other use, and every conduit, foundation, or other underground structure encountered shall be carefully protected from damage or displacement.

E. The Contractor shall be responsible for the prevention and control of soil erosion and gullying as a result of the construction. He shall prevent excessive erosion within the water line right-of-way and property immediately adjacent thereto. Ground where the soil has been exposed shall be revegetated with grass or other herbaceous plants. Slopes in channel changes on all branches and creeks shall be seeded and fertilized above the water line. In no case will the toe of fill slopes be allowed to fall within stream or creek channels unless so noted on the Plans. No material shall be deposited within the flood plain of any stream. Fill slopes shall be provided with adequate slope protection as detailed on the Plans. All soil left within the right-of-way and areas of previously graded and sodded land shall be leveled off, dressed out and sodded in a manner that will permit the ground surface to return to a natural state and present a pleasing appearance.

F. Construction operations shall be planned and conducted in such a manner so as to prevent and otherwise minimize pollution of streams, lakes and reservoirs with sediment or other harmful material used in the construction of the project. All regulations of the Environmental Protection Agency and the Alabama Department of Environmental Management (ADEM) shall be adhered to by the Contractor.

G. Waste, loose soil, or other materials removed from the right-of-way or channel changes shall not be deposited in live streams. Depositing material along stream banks where it would be washed away by high stream flows will not be permitted. Surplus material may be deposited only in disposal areas approved by the Owner. All disposal areas shall be dressed and treated with erosion control items provided in the contract.

H. Fuels, oils, bitumen or other greasy or chemical substances originating from construction operations shall not be allowed to enter or be placed where they may enter a live stream.

I. The discharge ends of all channel changes shall be so laid out and aligned as to provide direct flow into existing streambeds without an abrupt direction change.

J. The site shall be graded during construction to eliminate unnecessary ponding of water and provide as dry as possible work site.

H. The finish grading shall be accomplished after placement of 3 inches of topsoil in all disturbed areas. The finished grade shall be within 0.10 feet of the grade shown on the Plans in areas within 10 feet of any structure or paved area. The finished grade within other areas shall be within 0.15 feet of the grade shown on the Plans.

K. Finish grading may be accomplished by mechanical means. Failure to achieve the grades specified above will result in the Owner's Representative requiring the Contractor to use hand tools and labor.

L. All items of material and equipment designated on the Plans to be salvaged shall be the property of the Owner. The Contractor shall carefully remove, clean, inspect, and transport salvaged items to the place designated by the Owner. Salvaged materials are not to be used in the new work unless called for on the Plans or authorized in writing by the Owner.

M. No waste material shall remain on the job site except as authorized in writing by the Owner.

N. Site preparation shall be considered as an integral part of the work and no separate measurement or payment therefor shall be allowed.

1.04 EXCAVATION

A. Excavation for structures shall be sufficiently large for the proper placing of forms and concrete and for dewatering purposes, but shall not be excessively large in the horizontal area. Banks may be sloped at a safe angle provided that such excavation does not endanger or damage existing or proposed structures, pipelines, etc. The bottom of the excavation shall be true to the required shape and elevations shown on the Plans. No earth backfilling will be permitted under structures unless specifically shown on the Plans. Should the Contractor excavate below the elevations shown or specified, he shall fill the void thus made with foundation backfill (crushed limestone or dolomite), thoroughly compacted, as specified in Section 06040, or Class B concrete.

B. Excavation for structures shall not be greater in horizontal area than that required to allow two (2) feet in the clear between the outer surface of the structure and the walls of the adjacent excavation or of the sheeting used to protect it. The bottom of the excavation shall be true to the required shape and elevations shown on the Plans. Should the Contractor excavate below the elevations shown or specified, he shall fill the void thus made with pipe cushion, at his own expense. No earth backfilling will be permitted under structures, unless specifically shown on the Plans.

C. On unit price contracts the horizontal limits for structural excavation will be measured for payment between the vertical planes passing twelve (12) inches beyond the outer vertical surface of the structure or beyond the outer edge of the structure footing, whichever is greater.

~~D. At any draw, creek, gully crossing, or other location where rough terrain prevails, requiring a sag-bend or deflection of pipe greater than 2.5°, the trench shall be graded to avoid the use of bends or deflections in excess of 2.5° unless otherwise authorized by the Engineer. The minimum allowable cover for overbends shall be thirty (30) inches. (Does not apply)~~

E. Where the pipelines specified herein cross sanitary sewers, the pipe shall be laid so as to maintain a minimum clearance of eighteen (18) inches between the two (2) structures. A clearance of twelve (12) inches shall be maintained from all other structures. No additional payment shall be made for additional depth of trench in order to provide such clearance. It is preferable for the storm sewer line to cross above sanitary sewer whenever possible.

F. Trench excavation or excavation for pipe lines shall consist of the excavation necessary for the construction of water lines and other pipe lines and all appurtenant facilities therefor, including valves, fittings, concrete saddles, pipe cushion, and pipe protection as called for on the Plans and in the contract documents. It shall include clearing and grubbing, where necessary, backfilling and tamping of pipe trenches and around structures, and the disposal of waste materials, all of which shall conform to the applicable provisions set forth in these Specifications. All excavation shall be unclassified regardless of the materials encountered, whether they are earth, rock, muck, quicksand, or any other materials. Additional payment may be made for rock excavation as provided in these Specifications. In

general, all excavation should be included in the base bid for the project listed in the Proposal Form. The Contractor must comply with all federal, state, and local safety rules and regulations, including those of OSHA. The Owner and Engineer will not inspect for compliance with safety regulations, and disclaims any responsibility to ensure the safety of workers.

G. Rock, insofar as it applies to trench excavation, shall be defined as rock in definite ledge formation, boulders, or portions of boulders, cement masonry structures, concrete structures, portland cement concrete pavement or base, of 0.5 yd³ or more in volume, removed as indicated or directed from within the payment lines for trench excavation.

H. Trench excavation shall be true to the lines shown on the Plans or established by the Engineer or Owner. The normal dimensions of trenches for the pipeline to be constructed shall be, for width, twelve (12) inches greater than the outside diameter of the coated pipe, and such depth as to provide thirty (30) inches minimum cover below normal ground level. This is the minimum allowable depth as measured from the normal ground level to the top of pipe. The Contractor shall have the right to dig the ditch deeper than the above-specified depth to facilitate construction, but no additional charge shall be made to the Owner for the additional depth of ditch.

I. Where pipe is laid within the right-of-way limits of highways, roads, or railroads, the minimum cover shall be as specified in the permit issued by the proper authorities controlling the right-of-way should said cover exceed that specified herein, but no additional payment shall be made for such additional depth of trench.

J. Trench excavation shall be made in open cut unless otherwise specified on the Plans. When shoring, sheeting, and/or bracing is used, the distance between vertical planes shall be measured from the inside faces of the sheeting. When vertical banks for trench excavation are not practical to construct or create conditions dangerous to workers, the banks may be sloped, provided that such excavation does not damage adjacent structures. When trench banks are sloped, such banks shall be cut to vertical planes as specified above for that part of the ditch below the level of twelve (12) inches above the top of the pipeline. The bottom of the trench shall be level in cross section and shall be cut to the depth necessary to properly place the bedding and lay the pipe to grade as shown in the Plans, except where concrete cradles or pipe encasement materials are indicated on the Plans or required by the Owner or Engineer, in which case the excavation shall extend to the bottom of the cradle or pipe encasement materials. All overshot rock must be removed and replaced with acceptable material before placing the bedding. See Item O, this Section.

K. The sides of all excavation shall be sufficiently sheeted, shored, and braced whenever necessary to prevent slides, cave-ins, settlements or movement of the banks and to maintain the excavation clear of obstructions that would in any way endanger the workmen or hinder or delay the progress of the work. When wood or steel sheet piling, shoring, and bracing is used, it shall be of ample design and type to have sufficient strength and rigidity to withstand the pressures exerted and to maintain the walls of the excavation properly in place and protect all persons and property from injury or damage. Sheet piling, shoring, or bracing should be designed by a registered engineer. The Contractor shall repair, at no cost to the Owner, all damage resulting from failure to provide adequate support. The Contractor shall be responsible for damage to property and injury to persons caused directly or indirectly by inadequate sheeting or shoring.

L. Where excavations are made adjacent to existing buildings or other structures or in paved streets or alleys, the Contractor shall take particular care to sheet, shore and brace the sides of the excavation adequately so as to prevent any undermining of or settlement beneath such structures or pavement. Underpinning of adjacent structures shall be done where and as directed by the Owner's Representative. The Contractor will be liable for any damage to any structure or injury to any person resulting from his operations.

M. Sheet piling, shoring, or bracing materials shall be removed unless otherwise directed by the Owner's Representative. Such materials shall be removed in a manner that will not endanger or damage the new structure or any existing structures or property, either public or private, in the vicinity, and so as to avoid cave-ins or slides. Trench sheet piling and bracing shall not be removed until the trench has been backfilled one (1) foot above the top of the pipe.

N. Where the excavation area shown on the Plans falls under the water surface or near the banks of a flowing stream or other body of water, the Contractor may adopt and carry out any method he may deem feasible for the performance of the excavation work and for the protection of the work thereafter, provided the method and equipment to be used results in completed work which complies with these Specifications. In such cases, the excavation area shall be effectively protected from damage during the excavation period and until all contemplated construction work therein has been completed to the satisfaction of the Owner's Representative. The cost of all temporary construction work necessary, or incidental thereto, including but not limited to, installing and removing sand bags, coffer dams, sheet piling, excavation and backfill, and pumping and dewatering, shall be considered as an integral part of the cost of excavation, and no separate payment shall therefore be allowed or made.

O. Rock encountered in trench excavation for water lines shall be removed for the overall width of trench and to a depth of six (6) inches below the bottom of the barrel of the pipe. The space excavated below the barrel and bell of the pipe shall be backfilled with pipe bedding, as specified in Section 05010, Part 1.07. All overshot rock must be removed by the Contractor before placing the bedding. If the Contractor excavates below the required trench bottom, the excess space must be filled with acceptable material at no additional expense to the Owner. All of the applicable provisions of the above Specifications for excavation and sheet piling, shoring, and bracing shall apply to rock excavation.

P. When muck, quicksand, soft clay, swampy, or other material unsuitable for foundations or subgrade are encountered which extend below the limits of the excavation, such material shall be removed and replaced with Foundation Backfill (crushed limestone or dolomite), thoroughly compacted, as specified in Section 06040, or Class B concrete. Foundation backfill shall be used only at the direction of the Engineer and only on a case-by-case basis. Payment for foundation backfill shall be by the cubic yard. Volume of foundation backfill shall be calculated by multiplying trench width W (the distance between the vertical planes passing 12 inches beyond the outer vertical surface of the structure, or beyond the outer edge of the structure footing, whichever is greater) times the horizontal distance along the survey centerline times the vertical thickness of the foundation backfill material.

Q. Bell holes shall be excavated at all locations of couplings used in composite pipeline construction, and shall be of sufficient depth such that the barrel of the pipe to rest on firm trench bottom for the full length of the barrel, with couplings clear of any contact with trench or bell hole bottoms. Bell holes shall be large enough to permit proper installation of joints in the pipe. Bell holes shall not be excavated more than 5 joints ahead of pipe laying.

R. Pipe trenches shall not be excavated more than 300 feet in advance of pipe laying. All work shall be performed so as to cause the least possible inconvenience to the public and the Owner. Temporary bridges or crosswalks shall be constructed where required to maintain vehicular or pedestrian traffic. Plans for all such temporary bridges shall be prepared by a registered engineer and submitted to the Engineer for approval prior to any construction. Crosswalks and bridges shall have handrails and/or other features necessary for safe use by the public.

S. In all cases where materials are deposited along open trenches, they shall be placed so that in the event of rain, no damage will result to the work and/or to the adjacent property.

T. All streets, sidewalks, and crossings are to be kept open and in a safe condition for their intended use unless written approval to close the street is obtained from the authority having jurisdiction. While the work is steadily advancing one cross street at a time, for each pipe laying crew, may be cut

across its roadway and foot crossings. Any additional streets which the Contractor elects to cut shall be provided with suitable bridges and handrails. Excavated material is to be removed from the street so as to occasion the least practicable inconvenience to public traffic and to neighboring residents. To prevent obstructing traffic, only as much of the materials of construction as are actually needed are to be piled along the line. If at any time public traffic cannot be properly maintained when materials are stored upon the street, as much materials as necessary are to be removed from the street and stockpiled. Suitable stockpiled materials are to be returned to backfilling as necessary and when appropriate. Where work involves existing public right-of-way, notification shall be given to the City of Huntsville at least one (1) working day in advance of starting such work.

U. All fire hydrants, water valves, fire alarm boxes and other similar public utilities are to remain accessible for their intended use. The Contractor must notify the Fire Department and Alabama A&M University Office of Facilities if any hydrant or other utility is made temporarily inaccessible.

V. Surface drainage shall be maintained at all times. Temporary diversion of surface drainage may be permitted if approved by the Owner.

W. Pipe installation shall be accomplished by boring or tunneling methods for crossing major streets, highways, railroads, or other facilities, where shown on the Plans. The methods and procedures are subject to approval by the Owner and by the railroad, City of Huntsville or other authority having jurisdiction.

X. No separate measurement or payment will be allowed for trench excavation and backfilling of pipe; the cost of such operations should be included in the base bid for the project. No separate payment will be made for sheeting, shoring, bracing, temporary work under the water surface or near the banks of flowing streams or other bodies of water, or crossing of existing drainage structures and utilities; all being considered as an integral part of the work unless specifically stated otherwise in the Special Conditions.

Y. Underpinning of adjacent structures shall be measured and paid for each separate structure underpinned, which shall include all labor and materials required to complete the work as directed.

Z. In general the cost of excavation work needed to install the water line as shown on the Plans should be included in the base bid for the project, and such excavation will not be paid for as a separate item; however, unclassified excavation may be listed as an item in the Proposal Form. This item is meant to cover operations such as tail ditching and other unforeseeable excavation required to be performed in the work. The Contractor may be directed to perform work under this item based on field conditions. All work to be paid for under Unclassified Excavation shall be approved by the Owner on a case by case basis prior to the start of any work.

1.05 BLASTING

A. Blasting is prohibited on this project unless specifically requested by the Contractor in writing and pre-approved by the Owner.

B. Drilling and blasting methods used in rock excavation, if approved, shall be optional with the Contractor, but shall be conducted with due regard to the safety of persons and property in the vicinity of the work and in strict conformity with all laws, ordinances, and regulations governing blasting and the use of explosives. Rock excavation near structures of all types shall be conducted with the utmost care, and every precaution shall be taken to prevent damage to adjacent pipes or structures. The Contractor or his insurer shall conduct a preblast survey of all structures to determine the existing or preblasting condition, such survey being a written description with special emphasis on defects and documented with appropriate photographs. This survey is intended to serve as a basis of comparison for any postblast claims that may arise. The Contractor will furnish the Owner with a complete copy of said survey prior to initiation of any blasting. The Contractor or his insurer shall obtain the services

of a competent vibration or seismologist consultant to conduct blast noise, vibration and overpressure surveys at periodic intervals during the progress of the blasting operations. Any damage or injury of whatever nature to persons or property caused directly or indirectly by blasting operations shall be promptly repaired, replaced or compensated for by the Contractor at his own expense and to the satisfaction of the persons injured or the owners of the property damaged. It is the intent of this Section to serve as protection to the Contractor to minimize the postblast claims and not to require unwarranted work. The Contractor shall use every precaution available and practical to minimize ground vibration, noise and overpressure. The Contractor and his insurer shall indemnify and save harmless the Owner and all his representatives from all claims for damages arising out of the use, transportation, or storage of explosives.

1.06 BACKFILLING TRENCHES

A. Immediately following the lowering of the pipe into the trench, each joint or section shall be center-filled to prevent floating of pipe in case water enters the ditch from any cause. The remaining backfill shall be placed as soon as possible thereafter so that a minimum amount of trench wherein the pipe has been lowered shall remain open at any time. The initial backfill material shall be in accordance with Section 06040. It shall be carefully placed so as to not cause damage to the pipe coating. Backfill of all pipe shall be accomplished in layers not exceeding six (6) inches, and each layer shall be thoroughly tamped before the succeeding layer is placed. This method of backfilling shall continue until backfill is a minimum of one (1) foot above the top of the pipe. The remaining backfill, except in the case of paved streets, may be pushed into the trench loose. Normally the trench shall be backfilled so that there will not be less than an eight (8) inch crown over the pipe above the level of the surrounding ground, and the backfill must be trimmed up in such a manner as to meet with the approval of the Owner's Representative.

B. For trenches which do not extend along or across paved streets, roadways, alleys or sidewalks, backfill material from a height of one (1) foot above the top of the pipe upward, will not require tamping unless otherwise specified. Backfill material not specified to be tamped shall be as herein before specified, except that a broken stone content of not more than fifty (50) percent by volume of stones not exceeding six (6) inches maximum dimension will be allowed, if thoroughly mixed with the earth.

C. Terraces and drainage ditches shall be built in such places as the Owner Representative may deem necessary on hillside or steep inclines so as to keep the backfill and the right-of-way from eroding or washing. On hillsides, breakers built of suitable material such as sacks or poles shall be placed in the ditch before backfilling to prevent water washing down the trench. These breakers are to be furnished and placed by the Contractor without cost to the Owner. Backfill shall be completed in such a manner as to conform to the general drainage and improvements of the adjoining and existing right-of-way.

D. Where excavation has been within the limits of easements across private property, the top one (1) foot of backfill materials shall consist of fine, loose earth free from large clods, vegetable matter, debris, stones, and/or other objectionable materials.

E. Where tamping is not required for the full depth, the backfill shall be neatly rounded over the trench to a sufficient height to allow for settlement to grade after consolidation. Any deficiency in the quantity of materials for backfilling the trenches, or for filling depressions caused by settlement, shall be supplied by the Contractor.

F. Where pipe trenches are cut across or along improved streets or roadways, the Contractor shall construct a temporary surface over the cut in accordance with Section 05300, Part 1.03, which will not disintegrate under traffic, and which shall be maintained in good condition under traffic until the temporary or permanent pavement has been constructed, or for unpaved streets until the work has been accepted by the Owner Representative. This temporary pavement shall be installed within thirty (30)

days of disturbing the original pavement. The pavement shall be spread and rolled to accurately conform to the grade of the existing street surface. The trench backfill shall be crushed stone if authorized by the Owner and City of Huntsville, if in a City Right-of-Way.

G. All backfilling shall be done in such manner as will not disturb or injure the pipe over or against which it is being placed. Any pipe damaged or moved from its proper line or grade during backfilling operations shall be replaced or repaired and then re-backfilled as herein specified, at the expense of the Contractor.

H. The Contractor shall replace all surface material and shall restore paving, curbing, sidewalks, gutters, and other surfaces disturbed, to a condition equal to that before the work began, furnishing all labor and material incident thereto, as described in Section 05300, Part 1.02.

I. Backfill materials shall meet the requirements of Section 06060 and shall be of the type indicated in the Plans, unless otherwise specified.

J. No separate measurement or payment will be made for backfilling or for temporary surfacing, same being considered as an integral part of the work.

K. Crushed Stone Backfill, if called for in the Plans and listed in the Proposal Form, shall be paid for as part of the Base Bid for the project and placed in accordance with the Standard Details.

L. An impervious clay ditch check shall be required on the downstream side of all stream crossings. This ditch check shall be constructed for a length of fifteen (15) feet as measured along the centerline of the pipe and for the full width and depth of the trench excavation. There will be no special compensation for this work; the cost should be included in the base bid. See the Plan Details.

1.07 PIPE CUSHION (BEDDING)

A. Pipe bedding shall be placed below the barrel of the pipe, across the full width of the trench, to the minimum depth indicated in the Plan Details. Bedding shall be compacted to the exact grade for the full length of the pipe barrel and for the full width of the trench before each pipe is laid. Backfill material shall be thoroughly compacted by use of pneumatic or mechanical tamping equipment or by other approved methods. Where appropriate, sling or cable grooves shall be excavated at proper intervals to facilitate installation of pipe.

B. Pipe bedding will be considered as an incidental part of the pipe line work and no specific measurement or payment will be allowed therefor.

1.08 DISPOSAL OF MATERIALS

A. All materials removed by excavation which are suitable for the purpose shall be used whenever practicable for backfilling and for such other purposes as may be shown on the Plans or directed by the Owner Representative. All materials not used for such purposes shall be considered as waste materials and disposed of by the Contractor in an approved manner.

B. Waste materials may be deposited in spoil banks at locations to be obtained by the Contractor. Such materials shall not be left in unsightly piles, but shall be spread in uniform layers and neatly leveled and shaped to the satisfaction of the property owner. Spoil banks shall be provided with adequate openings to permit surface drainage of adjacent lands. No waste or surplus materials shall be placed or permitted to be used at points below the flow line of open channels nor within the flood plain.

C. On completion of any part of the work, proper disposal shall be made of all surplus or unused materials left within the construction limits of such work and the surface of the work left in a neat and workmanlike condition.

D. All excavated areas, backfills, embankments, trenches, access road grading, and ditches shall be maintained by the Contractor in good condition at all times until final acceptance of the work by the Owner.

E. Where materials are to be disposed of on private property, the Contractor shall furnish to the Owner a copy of a written release signed and approved by the private property owner, allowing the Contractor to dispose of the waste material on that private property, prior to beginning disposal operations.

F. Disposal of excavated materials shall be considered an integral part of the work and no separate measurement or payment shall be allowed therefor.

END OF SECTION



SECTION 05300
MISCELLANEOUS ITEMS FOR COMPLETION OF PROJECT

1.01 CONCRETE WORK

A. Forms shall be constructed of steel or finished lumber true to line and grade, mortar tight, free from irregularities and holes. They shall be of sufficient strength to avoid displacement and held together with approved form clamps. Forms shall be coated with approved mineral oil before concrete is placed. Forms shall be removed within 24 to 72 hours after placing concrete, but shall not be removed until inspected and approved by the Owner Representative.

B. The concrete shall be placed in such manner as to produce solid concrete free of honeycomb and sand streaks. Concrete shall not be allowed to drop freely a distance greater than 5 feet. Concrete shall be compacted with mechanical vibrating equipment supplemented by hand spading and tamping. It shall be placed in the dry upon clean, damp surfaces, free from water. Concrete which has contained its water content for more than 45 minutes shall not be placed unless a variance is approved by the Owner. Freshly placed concrete shall be protected from wash by rain, flowing water or other injurious conditions, and shall not be allowed to become dry from the time it is placed until the expiration of the 7-day curing period. Concrete shall be placed only when the temperature is at 40 degrees Fahrenheit or above, and rising, unless specifically authorized by the Owner.

C. The Contractor shall be required to have all necessary equipment and supplies on site before starting a pour, including two vibrators, concrete buckets, pumps, cranes and curing compounds as applicable.

D. All permanently exposed concrete work inside and outside shall be thoroughly rubbed with carborundum stones to remove form marks and other defects and produce a smooth, uniform finish, no sooner than 24 hours, nor later than 72 hours after placement of the concrete. In lieu of rubbing the unfinished concrete, the Contractor may seal the concrete with a sealing compound approved by the Owner's Representative.

E. After concrete has been placed, it shall be protected against the loss of moisture and from damage from other adjacent construction operations. The concrete shall be kept wet until forms have been removed. After forms have been removed, the concrete shall be rubbed as specified, and then wetted and tightly covered with polyethylene film or other approved curing material for a period of twenty-one (21) days in accordance with ASTM C309 for curing concrete. It shall be the responsibility of the Contractor to maintain moisture in the concrete during the specified curing period.

F. Formed Concrete will be tested in accordance with Division 7.

G. Concrete will not be measured and paid for separately when included in another item of work for which payment is based on units of length or area. Minor structure concrete, when included as a bid item, will be measured for payment by the cubic yard placed and accepted in the work. Reinforcing steel, when included as a bid item, will be paid for by the pound from plan quantities of reinforcing steel placed in the work. Payment shall be full compensation for furnishing all materials, hauling and placing materials, and for all labor, equipment, tools and incidentals necessary to complete the work in accordance with the Plans and Specifications.

1.02 PAVEMENT REPLACEMENT

A. The Contractor shall obtain prior approval by the Owner for any paving subcontracts.

B. Where paved streets, sidewalks, driveways, and gutters are removed within the construction limits as specified, such replacement shall be paid for at the respective unit price in the proposal. Such pavements removed or damaged by the Contractor beyond the specified construction limits shall be replaced in accordance with these Specifications at the Contractor's expense.

C. Where chert, gravel, slag, or other unpaved street or driveway surfaces are removed or damaged, they shall be replaced with the same type of materials that were removed, as an incidental part of the pipe line work and no specific payment therefor shall be allowed.

D. In replacing pavements and unpaved surfaces, the materials used and the construction methods shall comply with the applicable requirements of the standard Specifications of the City of Huntsville, or the appropriate governing body.

E. Where shown on Plans, service lines and small diameter pipe (eight inches in diameter or less) located across paved surfaces shall be installed by boring, or other approved methods that will not require cutting or removing the pavement where feasible.

F. Prior to trenching, the Contractor shall pre-cut all pavement to be removed to widths shown on the Plans. The Contractor shall make every effort to minimize the amount of pavement removed.

G. Acceptable job-excavated material, which shall consist of dry, fine, earth, free of large clods, stones, vegetable matter, debris, or any other objectionable matter, shall be carefully deposited in 8 inch layers and thoroughly tamped. Or full depth, 100% crushed stone backfill shall be deposited in a 12-inch layer and thoroughly compacted at locations shown on the Plans or as directed by the Owner. Or trench backfill material and installation shall comply with the requirements of the local or state highway department having jurisdiction for subject pavement. Or trench backfill material shall comply with requirements stated on the pertinent highway permit.

H. Base shall be at least 5 inches thick, or the same thickness as the original base material (if greater than 5 inches), or as shown on the Plans. If the base is more than 5 inches thick, it shall be installed in two (2) layers.

I. Bituminous binder course: hot mixed bituminous pavement shall meet the current applicable standard specifications of the Alabama Department of Transportation.

J. Bituminous wearing course: hot mixed bituminous pavement shall meet the current applicable standard specifications of the Alabama Department of Transportation.

K. All pavements shall be at least as thick as listed below, or the same thickness as the original pavement, or as shown on the Plans, whichever is greater.

Bituminous pavement - 3 inches minimum (2 inch binder course, 1 inch wearing course).

Concrete pavement - 6 inches minimum.

Concrete sidewalks and driveways - 4 inches minimum.

Concrete curb and gutter - 6 inches minimum; section shall conform to original section.

Concrete pavements including sidewalks, driveways, and curb and gutters shall be placed on the tamped subgrade (trench backfill). No base shall be required. The top 12 inches of the subgrade shall be thoroughly compacted.

L. Other pavements shall be replaced in kind to a condition equal to or better than the original pavement and to the original thickness.

M. All concrete pavement replaced shall be not less than 4 inches thick or equal to the original if greater than 4 inches.

N. Pavements replaced shall be the same type of construction as was removed, except that no asphalt surface replaced shall be less than three inches thick consisting of two inches of binder and one inch of wearing surface.

O. The Contractor shall backfill the trench and restore traffic as quickly as possible. The Contractor shall either install a temporary bituminous pavement or the binder course, and maintain the temporary surface under traffic for at least 30 days. After subjecting to traffic, he shall remove the temporary pavement and install the wearing course accurately finished to the street grade.

P. The Contractor shall warrant all replaced pavements and unpaved streets, driveways, and alleys for a period of one (1) year after the completion of the project.

Q. Pavement replacement for cuts shown on the plans shall be paid as part of the base bid. Any pavement damaged outside the width shown in the Plan Details must be repaired as specified herein and no additional payment will be allowed for such work outside the plan width.

R. Payment for concrete curb and gutter, concrete valley gutter, concrete sidewalk, and driveways (in kind) shall be made as part of the base bid, constructed and finished, complete in place.

S. The accepted footage of pavement replacement, concrete curb and gutter, concrete valley gutter, concrete sidewalk, and the respective base bid price, which shall be payment in full for all excavation, backfilling, disposal of surplus materials, all joints, all special construction at driveways and other entrances and other points, furnishing all materials, hauling and placing materials, and for all labor, equipment, tools and incidentals necessary to complete the work in accordance with these Specifications including all approaches through curb and gutter indicated on the Plans.

1.03 TEMPORARY ROADWAY PAVING REPAIRS

A. Temporary cold or permanent hot asphalt patching will be required for both transverse and longitudinal roadway cuts upon completing backfilling requirements at the end of each day's work if the road is to be opened for local traffic while work has stopped, if required by the Owner or City.

B. No separate measurement or payment will be allowed for temporary roadway paving repairs, same being included in the various unit prices bid for other items of work.

1.04 EXISTING UTILITIES

A. Gas lines for the transmission or distribution of natural, manufactured, or liquefied petroleum gas are dangerous to work around. Accidents can be caused by direct damage to these gas mains or service lines during construction or by settlement in the trenches, or settlement of structures after construction is completed. The Contractor shall take every possible precaution to minimize the hazards of working in proximity to gas lines and shall be solely responsible for any damage to them or for any injury to persons or damage to property arising from or caused by his operations.

B. No excavation or other work shall be done by the Contractor within a gas pipeline right-of-way or within 10 feet of a gas transmission line until the owner of the gas line has been notified not less than 72 hours in advance of such work and until the gas line has been exposed by the Contractor sufficiently to determine its exact horizontal and vertical location. In addition, the owner of the gas line shall be allowed to keep a qualified representative present while any construction work that could damage

such line is being done. Methods of excavation specified by the owner of the utility must be adhered to by the Contractor.

C. Where work is to be done in areas served by medium and low pressure gas distribution systems, the owner of such system is to be notified by the Contractor not less than 72 hours before such work is started and such owner given the opportunity to keep a representative present during this construction work or to locate and stake out all gas lines. In such case, the Contractor shall cooperate with the representative of the owner of the gas lines to avoid damage to them.

D. Should any gas main or service line or other gas facility be damaged during the construction work, the following minimum precautions shall be taken by the Contractor:

1. Immediately notify the owner of the gas facility of the nature and location of such damage.
2. Stop all construction work that could cause any further damage to the gas facilities or hazards to other persons or property.
3. Give adequate warning to any persons who could be injured or owners of any property that could be damaged and take other necessary safety precautions.
4. Permanent repairs shall be made by the owners of the gas facility or by the Contractor to their specific satisfaction and approval. Any repairs made by the Contractor shall be in accordance with USA "Standard Code for Gas Piping" USAS B31.8, latest edition. The Owner Representative does not have the responsibility or authority to supervise or inspect repairs to damaged gas facilities.

E. No structure shall be constructed over or immediately adjacent to a gas pipe line or gas facility, or within the gas line easement. When water lines cross over gas lines, the minimum cover shall be 10", or as specified by the owner of the gas line (cover is the vertical distance between the outside top and outside bottom of the two pipe lines.) When water lines cross under or below gas lines, the minimum cover shall be 4 inches. In both cases, this cover space shall be carefully backfilled with thoroughly compacted selected soil. Where gas lines cross pipe trenches, the excavated space below such gas lines shall also be carefully backfilled with thoroughly compacted selected soil.

F. Other utilities such as water lines, steam lines, electrical lines, telephone lines, television cable, and telegraph lines, whether overhead or underground, shall be carefully preserved by the Contractor.

G. In the event that interference with any existing utilities is imminent, the Contractor shall so notify the owner of the utility 72 hours in advance of any construction activities so that service may be relocated or otherwise preserved and protected. The Contractor shall contact the Huntsville Utilities office in the event conflict with a water line appears imminent.

H. The Contractor is to cooperate fully with the representative of the utility company to the extent necessary to satisfactorily accomplish the work.

I. No separate measurement or payment will be allowed for work required herein, same being incidental to the various contract items for which unit prices were bid, unless special provision is made in the contract documents.

1.05 WORK WITHIN THE RIGHTS-OF-WAYS OF HIGHWAYS, RAILWAYS, OR STREETS

A. In the event the water line crosses, runs parallel to or alongside of any state highway, County road, or railroad rights-of-way, the Contractor shall obtain a utility permit from the governing body affected.

B. No specific payment will be allowed for obtaining and maintaining permits same being considered incidental to other items of work for which unit prices were bid.

1.06 RIGHT-OF-WAY CLEANUP AND GRASSING

A. After the water line is installed and backfilled and a sufficient amount of time has elapsed for backfill to settle, the disturbed area shall be machined to a smooth surface matching the adjacent or adjoining ground surfaces and the ground profile on the Plans.

B. The ground preparation before seeding shall consist of cultivation to a loose depth of approximately four (4) inches minimum and the application of lime to the soil at the rate of two (2) tons per acre. The plowing, harrowing, cultivating and all other operations shall be performed with proper equipment and in such a manner as to break up all clods, lumps, or earth balls, and remove all boulders, stumps, large roots, or other particles which would interfere with the work and which will result in a smooth uniform, loose well broken, and fine-grained soil; thus providing a suitable bed for seed grass. The ground shall be plowed to the required depth then cultivated with a rotary tiller and or disc harrow, in both directions if feasible, until approved. In small or inaccessible areas, the use of hand tools will be permitted. The contractor shall add sufficient water to wet the soil to prepare the ground to be seeded. Nine hundred twenty (920) pounds of 13,13,13 commercial grade fertilizer per acre of ground shall be spread uniformly into the areas to be planted. The fertilizer shall be well-pulverized and free of lumps when applied. In no case shall full strength fertilizer be permitted in direct contact with the seeds. When fertilizers are applied hydraulically they must be diluted sufficiently as directed so that no damage is done to either seed or established grasses and legumes.

C. Work area seeding mixtures shall be as follows:

<u>September through March</u>	<u>Winter</u>
Kentucky Blue Grass	6 lbs./acre
Pensacola Bahia	20 lbs./acre
Reseeding White Clover	30 lbs./acre
Kentucky 31 Fescue	20 lbs./acre
<u>April through June</u>	<u>Spring</u>
Pensacola Bahia	20 lbs./acre
Kentucky 31 Fescue	20 lbs./acre
Common Lespedeza (Var. Tenn.)	10 lbs./acre
Bermuda Grass (H)	12 lbs./acre
<u>July and August</u>	<u>Summer</u>
Bermuda Grass (H)	5 lbs./acre

Pensacola Bahia	20 lbs./acre
Reseeding White Clover	30 lbs./acre
Kentucky 31 Fescue	20 lbs./acre

D. Sowing of seed shall, in general, follow promptly after incorporation of fertilizer in a uniform manner at the rates specified for each seed species. Sowing shall be done by approved mechanical seeders. No sowing shall be done during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet or otherwise in a non-tillable condition. Unless otherwise directed, after the seed has been sown the seedbed shall be compacted immediately by means of a cultipacker, light roller or approved drag, rolling or covering of seed may be omitted when seeding is done hydraulically and mulched. Straw mulch shall be applied at the rate of two and one-half (5.5) tons per acre within 48 hours after seeding has been first applied. Water necessary to satisfactorily prepare, establish and maintain mulching placed under this section shall be classified as a part of the mulching item involved. The amount of water and when it shall be applied shall be the contractor's responsibility until acceptance of the project.

E. Straw and hay mulch shall be applied with mechanical mulch spreader designed to break up balls or clusters of mulch and apply it evenly over the surface so as to provide adequate shading from sunlight. If an asphalt adhesive is used on the mulch the mulch spreader shall be equipped and so designed to apply effectively the asphalt adhesive to the mulch and form a uniform porous and stable mulch blanket held in place by the adhesive over the designated area.

F. Hay or straw material which contains an excessive quantity of matured seeds or noxious weeds or a species which would constitute a menace to the planted species and to surrounding farmland, will not be acceptable. Mulch which is too fresh, or excessively brittle, or so decomposed as to retard growth of grass will not be acceptable.

G. The acceptance of designated seed area will be based on verification of a satisfactory stand of grass in the season for each species required by the mixed designated for use. If a satisfactory stand of grass is not established the area shall be reseeded without additional cost to the owner.

H. The Contractor shall be responsible for securing a satisfactory stand of grass and legumes in accordance with the specification.

I. The Contractor may, at his option, employ additional measures (other than those specified) to prevent loss of, or damage to the work resulting from the effects of wind and/or water. No additional compensation will be made for the employment of such additional measures.

J. The erosion control work shall cover all disturbed areas within the water line right-of-way and/or easement along which the water line has been installed. Erosion control work shall not be limited to the easement but shall include all disturbed areas as necessary to complete the grassing of the project.

K. Solid sod may be used if directed by the Owner or as specified in the proposal. The preparation of the ground will be the same as for seeding. The sod will be placed so as to give a smooth and uniform surface that is being sodded.

L. Fescue may be substituted for Bahia in work areas adjacent to residential lawns, as directed by the Owner.

M. The contractor shall remove all stumps, fallen trees, uprooted trees, dead trees and debris from the edge of the R.O.W.

N. All right-of-way cleanup and grassing on property owned by the City, either in fee or easement interest, shall be approved by the City of Huntsville or Huntsville Utilities.

1.07 SPECIAL SLOPE PROTECTION

A. The work covered by this section consists of furnishing all materials, equipment, and labor and performing all necessary operations in connection with the installation of riprap, or other special slope protection, as called for on the Plans, or as directed by the Engineer.

B. Areas to receive riprap, or special slope protection materials, shall be graded to the lines and slopes shown on the Plans, or as directed by the Owner Representative. Any loose material shall be compacted by the use of hand or mechanical tampers.

C. Stone for riprap shall be of the size and weight designated in the Standard Details. In addition, the stones shall be durable and of a suitable quality to insure permanence in the structure and in the climate in which it is to be used. It shall be free of cracks, seams, and other defects that would tend to increase unduly its deterioration from natural causes. Not more than five percent of the stones shall have shale seams, which would tend to separate when exposed to weathering. The inclusion of objectionable quantities of dirt, sand, clay or rock fines will not be permitted.

D. Just prior to placing riprap, or other slope protection material, the Contractor shall install a non-woven, plastic filter cloth as described in the Standard Details. The filter cloth shall be approved by the Engineer for installation, and shall then be installed in strict accordance with the manufacturer's specifications for installation and use. Only then, and with the approval of the Engineer, shall the slope protection material be installed on the filter cloth.

E. Precast concrete grids "Monoslabs" or approved equals may be used in lieu of riprap stone for slope protection. The Contractor shall submit in writing to the Engineer, for approval, what materials he is desirous of using for the slope protection material.

F. Measurement and payment for slope protection shall be full compensation for preparing the area, furnishing, transporting and placing the filter cloth blanket and slope protection, including equipment, tools, labor and incidentals necessary to complete the work. Measurements for payment will be made parallel to the surface of the slope.

1.08 FENCE RESET

Should the construction of the water line require or result in removal or damage to an existing fence, the Contractor shall replace the fence in kind to the satisfaction of the fence owner.

END OF SECTION

SECTION 06010
MATERIALS SPECIFICATIONS

1.01 All materials used in the construction of storm sewers shall be new and unused. All storm sewer materials are to be paid for in-place in accordance with the appropriate pay items listed elsewhere in these Specifications.

1.02 All storm sewer lines shall be constructed of reinforced concrete pipe, unless otherwise specified by the Engineer.

END OF SECTION

SECTION 06020
REINFORCED CONCRETE PIPE

1.01 Reinforced Concrete Pipe (RC). Circular pipe 12 inches (610 mm) or larger in diameter shall meet the requirements of AASHTO M 170.

END OF SECTION

SECTION 06030
PVC PIPE

1.01 Polyvinyl Chloride (Storm or Sanitary) Sewer Pipe (PVC) and Fittings. PVC and fittings shall meet the requirements of ASTM D 2665, ASTM D 3034 SDR 35, or ASTM F 949

END OF SECTION

SECTION 06040
PIPE BEDDING AND BACKFILL

1.01 PIPE BEDDING

A. Pipe bedding material shall be free from cinders, ashes, refuse, vegetable or organic material, boulders, rocks or stones, or other material that, in the opinion of the Owner, is unsuitable. When the subgrade is found to include unsuitable material, such material shall be removed to a minimum of at least 3" or to the depth ordered by the Owner Representative, and replaced under the direction of the Owner Representative with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed in accordance with these Specifications.

B. Pipe bedding will be considered as an incidental part of the pipe line work and no specific measurement or payment will be allowed therefor.

1.02 BACKFILL

A. Material used for backfilling shall be suitable, job-excavated material subject to the approval of the Engineer. It shall be entirely free of large clods, brush, stumps, heavy sods, or growths of grass, and other organic matter, and shall not contain any stones larger than 5" in its greatest dimension.

B. Crushed Stone Backfill, if called for in the Plans or included at the Contractor's discretion, shall be included in the base bid in accordance with the Standard Details.

1.03 FOUNDATION BACKFILL

A. Foundation Backfill is a term used to describe a coarse stone aggregate which may be used at the direction of the Engineer or its agent to stabilize the bottom of the pipe trench prior to placement of pipe bedding material. Foundation Backfill shall be either crushed limestone or crushed dolomite, unless a substitute material is approved in writing by the Engineer. The Engineer shall determine the gradation(s) to be used.

END OF SECTION

SECTION 06050 MISCELLANEOUS DRAINAGE STRUCTURES

1.01 DESCRIPTION

A. This work shall consist of the construction of Catch Basins, Drop Inlets, Manholes, Junction Boxes, Spring Boxes, Drain Inlets, Special Inlets with Safety Grates, and Vertical Tee Sections in accordance with these Specifications, and reasonably close conformity with the lines and grades shown on the Plans or established by the Engineer.

1.02 MATERIALS

A. Unless a certain type of construction is specified on the Plans or in the Proposal, the various structures included in this Section may be construction of cast in place concrete or precast concrete at the option of the Contractor. Materials shall meet the requirements of the following:

Cast in Place Concrete

Section 03300

Precast Reinforced Concrete Catch Basins, Inlet and Manhole Units

Section 06060

The materials for the fabrication of Special Inlets and their Safety Grates shall be in accordance with Plan details.

B. All forms of manholes and drainage structures that are located within the backfill limits of stabilized embankment retaining walls and/or within 5.0 feet of the front of the wall foundation shall be precast or cast-in-place concrete.

1.03 CONSTRUCTION

A. EXCAVATION AND BACKFILL: Excavation and foundation preparation for these structures and for pipes entering and exiting these structures shall be in accordance with the Plan requirements. No separate payment will be made for such excavation, backfill, and disposal of surplus material.

B. CONCRETE: Concrete units may be either poured-in-place, or precast. Construction relative to the two types shall conform to the following:

1. POURED-IN-PLACE UNITS: The throat or other non-reinforced portions of Catch Basins may be Class "B" concrete. The top slab shall be Class "A" concrete. Construction shall meet the requirements of Section 03300.

2. PRECAST REINFORCED CONCRETE UNITS:

a. HOLES FOR PIPE: Each unit shall be cast with pipe holes of the specific number and dimensions necessary to incorporate the unit into the drainage system as shown on the Plans. In the event conditions during installation require additional pipe for which no holes have been cast, the Contractor may make such holes provided any damaged units are repaired or replaced to the satisfaction of the Engineer.

b. PIPE CONNECTIONS: Pipe shall be connected to units with either Mortar or Class "A" Concrete.

c. INSTALLATION:

(1) PRECAST REINFORCED CONCRETE UNITS: Such units shall be set to within $\pm \frac{1}{2}$ inch of grade on a bed of compacted sand bedding material which is approximately 2 to 3 inches thick.

(2) SECTIONAL PRECAST REINFORCED CONCRETE UNITS: When such units are used to build-up extra depth catch basins or drop inlets, the joints between sections shall be filled with mortar and all such joints shall be wiped smooth.

C. CASTINGS: Frame castings shall be securely held in place to proper line and grade and made an integral part of the complete structure. All castings subject to use by traffic shall be firm and stable under traffic upon completion of the structure.

D. MAINTENANCE: All structures shall be kept thoroughly clean of all fallen masonry, silt, debris and other foreign matter.

E. SAFETY GRATES: Safety Grates shall be fabricated in accordance with the Plan details.

SECTION 06060

PRECAST CONCRETE CATCH BASIN, DROP INLET, JUNCTION BOX AND MANHOLE UNITS

1.01 DESCRIPTION: This specification covers the manufacture of Precast Reinforced Concrete Catch Basins, Drop Inlets, Junction Boxes and Manhole Units. The finished units shall conform to the dimensions shown on the Plans.

1.02 MATERIALS: The materials to be used shall conform to the details described on the Plans.

1.03 MANUFACTURE:

A. TESTING AND INSPECTION: Acceptability of the Units shall be determined by the results of crushing tests on concrete cylinders and by inspection during manufacture to determine their conformance with the design and workmanship prescribed in these Specifications and on the Plans.

The Units will be considered ready for acceptance regardless of age when they conform to the strength requirements, as indicated by the specified tests.

The manufacturer shall furnish such facilities and assistance as is required to carry on the sampling and testing in an expeditious and satisfactory manner.

B. REINFORCEMENT: Reinforcement shall be as shown on the Plans, with the following permissible variations in position:

Except at pipe connections, variation in the position of the reinforcement shall not exceed $\frac{1}{4}$ inch from the position shown in the design. The cover on the reinforcement shall not be less than that shown on the Plans.

C. CASTING: The concrete in each Unit shall be placed without interruption, and shall be consolidated by the use of an approved vibrator, supplemented by such hand-tamping as may be necessary to force the concrete into the corners of the forms and prevent the formation of stone pockets or cleavage planes.

1. HOLES FOR PIPES: Each hole shall be approximately 4 inches larger than the outside diameter of the pipe for which it is provided.

D. CURING: The Units shall be cured by one of the methods given herein for a sufficient length of time so that the concrete will develop the specified compressive strength.

1. The Units may be placed in a curing chamber, free from outside drafts and cured in a moist atmosphere not exceeding 106 deg. F, maintained by the injection of steam for such time and such temperature as may be needed to obtain proper curing. The curing chamber shall be so constructed and the units so placed as to allow full circulation of steam around each entire Unit.

2. The Units may be cured by being kept wet for not less than 72 hours under normal summer temperature conditions. In colder weather, the water curing period shall be extended, as directed by the Engineer, to provide equivalent curing. The Units shall be protected from freezing from the time the concrete is placed and until curing is completed.

E. REMOVAL OF FORMS: The forms shall remain in place until they can be removed without damage to the Unit.

F. WORKMANSHIP: The Units shall be true to shape and their surfaces shall be smooth, dense and uniform in appearance. Minor surface cavities or irregularities which do not impair the service value of the Unit and which can be corrected without marring its appearance shall be pointed with approved mortar as soon as the forms are removed. Such minor defects shall not constitute cause for rejection.

G. COMPRESSIVE STRENGTH: Compression tests for satisfying the minimum strength requirements will be made on cylinders. A minimum of three cylinders will be made from each day's pour and cured in the same manner as the Precast Units.

H. REJECTIONS: Units will be subject to rejection because of failure to meet any of the requirements specified above; and in addition, any or all of the following defects shall be sufficient cause for rejection:

1. Defects that indicated imperfect mixing and molding;
2. Defects indicating honeycombed or open texture.
3. Exposure of the reinforcement when such exposure would indicate that the reinforcement is misplaced.

I. MARKING: Each Unit shall bear the name or trademark of the manufacturer and the date it was cast, stenciled or otherwise placed thereon in such a manner as to be clearly legible at time of delivery. No Unit shall be shipped or transported to the installation site unless it bears all the above required markings.

J. TESTING: Method of test shall be in accordance with the following:

Compressive Strength

AASHTO: T 22 and T 24

SECTION 06070
PAVEMENT REPLACEMENT

1.01 ASPHALT PAVEMENT

A. In replacing pavements and unpaved surfaces, the materials used and the construction methods employed shall comply with the applicable requirements of the standard specifications of the City of Huntsville Engineering Department, or the appropriate governing authority.

1.02 CONCRETE PAVEMENT

A. Concrete for pavement shall be Class A. See Section 03300.

1.03 CURB AND GUTTER

A. Concrete for curb, curb and gutter, or valley gutter shall be Class A. See Section 03300.

1.04 SIDEWALKS

A. Concrete for sidewalks shall be Class A. See Section 03300.

1.05 DRIVEWAYS

A. Concrete for driveways shall be Class A. See Section 03300.

END OF SECTION



SECTION 07000
TESTING

1.01 FIELD TESTING CONCRETE

A. Strength Tests During the Work: The Contractor will make three concrete test cylinders for each 50 cubic yards poured or for each day's pour, whichever amount of concrete is smaller. Cylinders will be made and testing in accordance with ASTM C 31, ASTM C 172 and ASTM C 39. The standard age of the test shall be 28 days. The first cylinder will be broken at 7 days. If the 7 day break exceed the specified strength, then no further tests will be made until the 28th day. If the 7 day break does not meet the specified strength, then the second cylinder will be tested at the 14 day. In either event, the remaining cylinder(s) will be tested at the 28th day. When the test cylinders fail to conform to the compressive strength requirements, the Engineer shall have the right to order a change in the concrete mix for the remaining portions of the work at no additional cost to the Engineer. The Contractor may wish to make additional cylinders at his own expense as verification.

B. Test of Hardened Concrete In, or Removed from the Structure: When the results of the strength tests of the control specimens indicate the concrete as placed does not meet specification requirements or where there is other evidence that the quality of the concrete is below specification requirements, core-boring tests shall be made in conformance with ASTM C 42. Core specimens will be tested by a certified testing laboratory approved by the Engineer. All deficiencies shall be corrected; or, if the Contractor elects, he may submit a proposal, for approval, that load tests be made. If the proposal is approved, the load test shall be made by the Contractor and the test results evaluated by the Engineer. If any concrete shows evidence of failure during the load test, or fails the core test as evaluated, the deficiency shall be corrected. Any deficiency shall be corrected in a manner approved by the Engineer and at no additional cost to the Owner.

END OF SECTION