



Project Manual
October 14th, 2019

**Asbestos Abatement of Buchanan Hall at
Alabama A&M University, Normal, AL**

AND

**Asbestos Abatement of Walker Wood Hall at
Alabama A&M University, Normal, AL**

**Office of Facilities and Administrative Services
Alabama A&M University
453 Buchanan Way
P.O. Box 1357
Normal, AL 35762
256-372-4090**



**Asbestos Abatement of Buchanan Hall at AAMU
AND
Asbestos Abatement of Walker Wood Hall at AAMU**

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BID DOCUMENTS AND FORMS

PART1 GENERAL

1.1 DOCUMENTS

- A. Advertisement for Bids - ABC Form C-1, dated August 2001.
- B. Instructions to Bidders - ABC Form C-2, dated August 2001.
- C. Proposal Form - ABC Form C-3, dated August 2001.
- D. Accounting of Sales Tax - ABC Form C-3A, dated October 2013
- E. Form of Bid Bond - ABC Form C-4, dated August 2001.

1.2 DOCUMENT AVAILABILITY

- A. A copy of the documents and forms noted above is attached hereto, at Office of Facilities at Alabama A&M University, 453 Buchanan Way, Normal, AL 35762. Phone 256-372-4090.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION- NOT USED

END OF SECTION

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by Alabama A&M University, Normal, AL

(Owner's legal title)

at the office of Timothy Thorton, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall, 4900 Meridian Street, Normal, AL 35762

(Name and address of Owner's authorized representative)

Until **2:00PM** _CST **December 5th, 2019** for
(Hours) (Month), (Date), (Year)

Asbestos Abatement of Buchanan Hall at AAMU AND Asbestos Abatement of Walker Wood Hall at AAMU

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

(Owner's legal title)

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 Facilities at Alabama A&M University, 453 Buchanan Way, Normal, AL 35762 256-372-4090 Att: Greg Bryant

Bid Documents may be obtained from the Owner at no charge.

A Pre-Bid Meeting and Walk-Thru of the buildings will be on November 19th, at 10:30 am CST at the Office of Facilities at Alabama A&M University in the University Services Building, 453 Buchanan Way, Normal, AL 35762

Bids must be submitted on proposal forms furnished by the Architect (Engineer) or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect (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.

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 that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

Alabama A&M University

(Awarding Authority)

NOTE: For projects exceeding \$50,000, this notice must be run once a week for three successive weeks in a newspaper of general circulation in the county or counties in which the project, or any part of the project, is to be performed. If the project involve an estimated amount exceeding \$500,000, this notice must also be run at least once in three newspapers of general circulation throughout the state. Proof of publication is required.



Asbestos Abatement of Buchanan Hall and Walker Wood Hall Summary of Work

Summary:

Part 1 General

1.01 Project

- A. Project Name: Asbestos Abatement of Buchanan Hall and Walker Wood Hall
- B. Owner's Name: Alabama A&M University
- C. The Project consists of abatement of Buchanan Hall and Walker Wood Hall

1.02 Contract Description

- A. Contract Type: A single prime contract based on a Stipulated Price for Each building or a single prime contract on a Stipulated Price for the Combination.

1.03 Pre-Bid Conference

- A. A pre-bid conference with a walk-thru of the buildings will be held on November 19th at 10:30am CST at the Office of Facilities at Alabama A&M University in the University Services Building, 453, Buchanan Way, Normal, AL 35762.

1.04 Utilities

- A. Contractor may use the existing utilities on the building at no cost. If no utilities are available, then the contractor must provide its own utilities.

1.05 Owner Occupancy

- A. The Owner will not occupy the buildings during the contract

1.06 Contractor Use of Site and Premises

- A. Provide access to and from site as required by law and by Owner
- B. Confine operations at site to area permitted by Owner
- C. Do not unreasonably encumber site with materials or equipment
- D. Assume full responsibility for protecting and safe-keeping of products stored on premises.
- E. Assume full responsibility for public safety and employee safety

1.07 Work Sequence

- A. Coordinate construction schedule and operations with Owner

1.08 Time

- A. It is anticipated that the successful bidder will be issued and notice to proceed within thirty (30) days of the bid date. Substantial Completion must be achieved

within forty-five (45) days of written Notice to Proceed for Each project. If the Owner elects to award both projects to a single contractor, both projects can be done concurrently (45 days) or consecutively (90 days), at the Contractor's option.

1.09 Liquidated Damages

A. Liquidated Damages will be the State's standard of six percent interest per annum on the total Contract Sum and may be made against the Contractor.

1.10 Project Supervision

A. The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at the project site at all times during performance of the work. The project supervisor shall not be moved to another project of otherwise fail to be in attendance at the project site until the project is substantially complete or until the Owner approves the supervisor's absence from the project site.

1.11 Smoking and Use of Radios

- A. Owner does not allow smoking, tobacco, fire arms, or drugs on the job site.
- B. Contractor personnel shall not have a personal radios on job-site, shall wear shirts at all times on-site, shall not use foul language in the presence of students or school personnel. Shall not have any interaction with the students or school personnel. Persons violating any of these conditions shall be removed from the job site immediately by the Contractor Supervisor. Violating any condition, personnel shall be removed from the project site permanently without any return for any reason.

1.12 Allowances

A. An Allowance of \$10,000 is to be included in the Bid Price for Owner's Discretionary Use in both Buchanan Hall and Walker Wood Hall bids. An Allowance of \$20,000 is to be included in the Bid Price for Owner's Discretionary Use in the combined bid price. (See the Allowance Section)

1.13 Project(s) Award

- A. The Work is two separate projects.
- B. Contractors are to bid both projects as two "stand alone" separate projects. In addition, the Contractors are to bid both projects as a single project.
- C. The Owner may elect to award the projects as follows, based on the best interests of the Owner:
 - 1) Award only Buchanan Hall
 - 2) Award only Walker Wood Hall
 - 3) Award both Buchanan Hall and Walker Wood to a single contractor
 - 4) Award Buchanan Hall to a single contractor and Walker Wood to another contractor.

End of section.

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

3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

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

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

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

4. PREFERENCE to RESIDENT CONTRACTORS:

(If this project is federally funded in whole or in part, this Article shall not apply.)

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

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

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

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

6. EXPLANATIONS and INTERPRETATIONS:

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

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

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

7. SUBSTITUTIONS

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

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

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

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

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

8. PREPARATION and DELIVERY of BIDS:

a. 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 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 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 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 uninitialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

12. BID ERRORS

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

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

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

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

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

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

The Awarding Authority's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority. Upon withdrawal of bid without

penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

13. DISQUALIFICATION of BIDDERS:

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

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

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

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

14. CONSIDERATION of BIDS:

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

b. If the Bid Documents request bids for projects or parts of projects in combination or separately, the Bid Documents must include 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 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

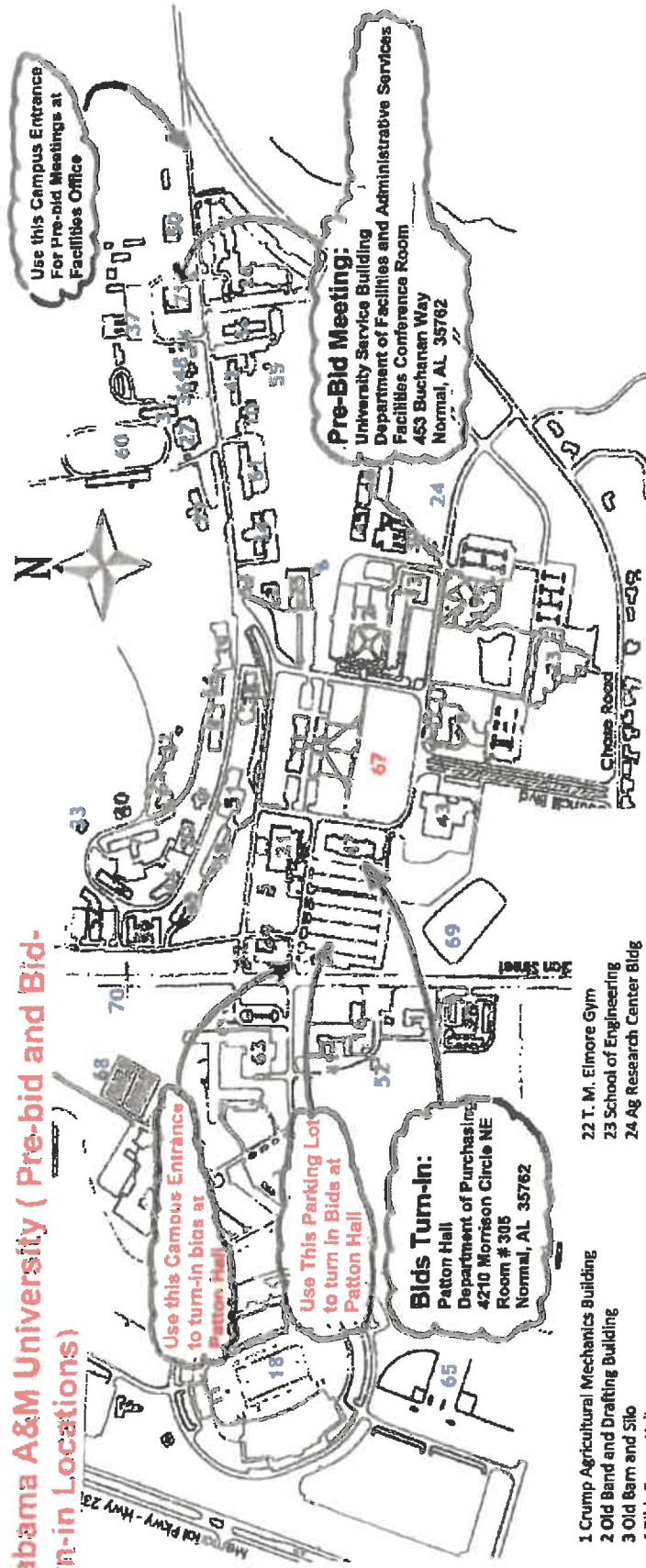
The time frames stated above, or as otherwise specified in the Bid Documents, may be extended by written agreement between the parties. Failure by the Awarding Authority to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall 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 INSTRUCTIONS TO BIDDERS

Alabama A&M University (Pre-bid and Bid- turn-in Locations)



AAMU Campus Map

1 Crump Agricultural Mechanics Building
2 Old Band and Drafting Building
3 Old Barn and Silo
4 Bibb Graves Hall
5 Boiler #1
6 Boiler #2
7 Buchanan Hall
8 School of Business
9 Carnegie Library
10 Carpenter Building
11 Carter Science Hall
12 Carver Complex
13 Carver Annex
14 Council Credit Union
15 Chambers Science Building
16 Council Training Center
17 W. H. Council Hall
18 Louis Crews Stadium
19 Dawson Building
20 Drake Dining Hall
21 Drake Memorial Learning Resources Center (Library)

22 T. M. Elmore Gym
23 School of Engineering
24 Ag Research Center Bldg
25 Foster Irradiation Center 26 Foster Living Learning Complex
27 Frank Lewis Gym
28 Gravit Apartments
29 Grayson Hall
30 Greenhouses
31 Gym Annex
32 Hillcrest (President's Home)
33 Honors Building
34 Hopkins Hall
35 Hurt Hall
36 Infirmary
37 Eugene Kendrick Maintenance Facility
38 Ralph H. Lee University Center
39 McCaleb Vocational Building
40 McCormick Building
41 Mechanical Engineering Annex
42 Morris Hall
43 Morrison Building

44 Palmer Hall
45 T. G. Parker Building
46 T. G. Parker Annex
47 Patton Hall
48 Polk Cottage
49 Post Office
50 Poultry Science Building 51 Prentice Dining Hall
52 ROTC Skills Center
53 Campus Police Office
54 Old Security Office
55 Old Silo
56 Stephens Hall
57 Terry Hall
58 Thigpen Hall
59 Thomas Hall
60 Old University Stadium
61 Walker Wood Hall
62 Water Pump House

63 Dr. Ernest L. Knight West Campus Living Learning Complex
64 State Black Archives
65 Baseball and Softball Fields
66 Soccer Field
67 The Quad
68 Tennis Courts
69 The Duck Pond
70 Covered Footbridge
71 University Service Center (Facilities / Police / Property Management)

PROPOSAL FORM

To: Alabama A&M University Date: _____

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

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK Asbestos Abatement for Buchanan Hall at Alabama A&M University AND
Asbestos Abatement for Walker Wood Hall at Alabama A&M University

in accordance with Drawings and Specifications, dated _____, prepared by

The Bidder, which is organized and existing under the laws of the State of _____,
having its principal offices in the City of _____,
is: ☐ a Corporation ☐ a Partnership ☐ an individual ☐ (other) _____

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

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

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

TIME: Construction Time will be Forty-Five (45) calendar days from written notice to proceed for each project. At the Contractor's option, a Construction Time of Ninety (90) calendar days from written notice to proceed, may be used for the combined bid.

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

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

Combined Base Bid for Buchanan Hall and Walker Wood Hall to a Single Contractor: For construction complete as shown and specified, the sum of:

_____ Dollars (\$ _____)

UNIT PRICES – none

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.

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

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

*** 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.

Accounting of Sales Tax

Attachment to ABC Form C-3

TO: Alabama A&M University

Date: _____

Sales Tax Accounting

Pursuant to Act 2013-205, Section 1(g) the contractor accounts for the sales tax included in the bid proposal form as follows:

	Estimated Sales Tax Amount
Base Bid	\$ _____

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

Legal Name of Bidder: _____

Mailing Address: _____

By (Legal Signature) _____ (seal)

Name (type or print) _____

Title _____

Telephone Number _____

USE BLACK INK ONLY

BID BOND

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

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

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

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

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

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

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

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
 - (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,
- then, this obligation shall be null and void, otherwise it shall remain in full force and effect.**

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

SIGNED AND SEALED this _____ day of _____

ATTEST:

PRINCIPAL:

By _____

Name and Title

SURETY:

ATTEST

By _____

Name and Title

SECTION 00 50 00

CONSTRUCTION DOCUMENTS AND FORMS

PART1 GENERAL

1.1 DOCUMENTS

- A. Construction Contract - ABC Form C-5, dated August 2001.
- B. Certification of Compliance with Section Nine of ACT 2011-535
- C. Performance Bond - ABC Form C-6, dated August 2001.
- D. Payment Bond - ABC Form C-7, dated August 2001.
- E. General Conditions of the Contract - ABC Form C-8, dated August 2001.
- F. Supplementary Conditions of the Contract.
 - 1.
 - 2. Supplement to the General Conditions of the Contract, ABC Form C-8 Supplement, dated August 2009.
 - 3.
 - 4.
 - 5. ABC Form C-8 Attachment B, dated October 2012
 - 6. Appendix C.
 - 7.
- G. Application and Certificate for Payment - ABC Form C-10, dated August 2001.
- H. Inventory of Stored Materials - ABC Form C-10SM dated August 2001.
- I. Progress Schedule and Report - ABC Form C-11, dated August 2001.
- J. Contract Change Order- ABC Form C-12, dated August 2001.
- K. Certificate of Substantial Completion - ABC Form C-13, dated August 2001.
- L. Form of Advertisement of Completion - ABC Form C-14, dated August 2001.
- M.
- N. State of Alabama Disclosure Statement.

1.2 DOCUMENT AVAILABILITY

- A. A copy of the documents and forms noted above is attached hereto, as provided by the Alabama Building Commission.
- B. Additional copies may be obtained from the office of the Alabama Building Commission, RSA Plaza, 770 Washington Avenue, Suite 444, Montgomery, Alabama 36130, phone (334) 242-4082.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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

(1)

CONSTRUCTION CONTRACT

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

(3) between the **OWNER(s)**,

(4) and the **CONTRACTOR**,

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

(6) The **CONTRACT DOCUMENTS** are dated

and have been amended by

(7) **ADDENDA**

(8) The **ARCHITECT** is

(9) The **CONTRACT SUM** is Dollars
(\$) and is the sum of the Contractor's Base Bid for the Work and the following

(10) **BID ALTERNATE PRICES:**

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

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (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, Alabama Building Commission, and shall then be substantially completed within the Contract Time.

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

(13) **SPECIAL PROVISIONS** *(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)*

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

License No. 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)

APPROVALS	CONTRACTING PARTIES
<p>By _____</p> <p>STATE OF ALABAMA BUILDING COMMISSION <i>(Not required for locally-funded, SDE projects.)</i></p> <p>By _____ Director, Technical Staff</p>	<p>Contractor</p> <p>By _____ Name & Title _____</p> <p>Owner</p> <p>By _____ Name & Title _____</p>

**CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535**

The Undersigned Officer of _____ (Company)
certifies to the Board 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: _____

(1)

PERFORMANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

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

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

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

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

Dollars(\$).

< 6 } **DATE** of the Construction Contract :

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

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

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
 - (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
 - (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
 - (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.
6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
 - (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
 - (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.
8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

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

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

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

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

cs> **SIGNED AND SEALED** this _____ day of _____

c> **ATTEST:**

CONTRACTOR as PRINCIPAL:

By _____

Name and Title

(to) Countersigned by
Alabama Resident Agent for Surety:

SURETY:

By _____

By _____

Name

Name and Title

Address

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

(1)

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)

(J)

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

(4)

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

< > 5

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

Dollars(\$).

< > 6

DATE of the Construction Contract :

(7)

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

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

Numbers in margin correspond to "Checklist ABC Form B-7"

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.
4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract

cs) SIGNED AND SEALED this _____ day of _____

ATTEST:

CONTRACTOR as PRINCIPAL:

By _____

Name and Title

(10) Countersigned by

Alabama Resident Agent for Surety:

SURETY:

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.

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 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 Architect for written interpretation, explanation, or clarification.

F. SEVERABILITY.

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

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

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

- A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

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

ARTICLE 5
OWNERSHIP of DRAWINGS

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

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

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

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

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

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

B. SUPERINTENDENT

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

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

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall

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

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

- A. In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.
- B. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.
 - (1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
 - (2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C. If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D. If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8

SURVEYS by CONTRACTOR

- A. The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for

the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.

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

ARTICLE 9

SUBMITTALS

- A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:
 - (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
 - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and with the Contractor's intended Construction Methods.
- E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.

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

H. DEVIATIONS

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

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

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

I. ARCHITECT'S REVIEW and APPROVAL

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

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10
DOCUMENTS and SAMPLES at the SITE

A. "AS ISSUED" SET

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

B. "POSTED" SET

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

C. RECORD SET

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

D. The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, 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 Architect for submission to the Owner upon completion of the Work. Each set of "As-built" documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.
- B. The Contractor shall use the following methods for incorporating information into the "As-built" documents:
- (1) **Drawings**
- (a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.
- (b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.
- (c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.
- (d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.
- (e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.
- (2) **Project Manual**
- (a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.
- (b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.
- (c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.
- C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the "As-built" documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12

PROGRESS SCHEDULE

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

- A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to

the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

- B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using 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 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 Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13

EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of

performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.

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

ARTICLE 14 **SAFETY and PROTECTION of PERSONS and PROPERTY**

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.
- B. The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C. The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- D. The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.

- E. The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F. If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G. The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.
- H. The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.
- J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15 HAZARDOUS MATERIALS

- A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the Architect and Owner of the condition in writing.
- C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the

nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.

- D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, 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 Architect, scheduled by the Architect in coordination with the Contractor and BC Project Inspector, 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 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 Architect's report of this inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

(2) PERIODIC INSPECTIONS. Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, and the 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 ARCHITECT

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

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

- (a) become generally familiar with the in-progress and completed Work and the quality of the Work,
- (b) determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,
- (c) visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
- (d) endeavor to guard the Owner against Defective Work,
- (e) review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
- (f) keep the Owner fully informed about the Project.

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

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

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

D. INSPECTIONS by the BC PROJECT INSPECTOR

(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 Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

F. SPECIFIED INSPECTIONS and TESTS

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

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

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

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

ARTICLE 17

CORRECTION of DEFECTIVE WORK

- A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.
- C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: (1) additional testing and inspections, including repeating Specified Inspections and Tests, (2) reasonable services and expenses of the Architect, and (3) the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18

DEDUCTIONS for UNCORRECTED WORK

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

ARTICLE 19

CHANGES in the WORK

A. GENERAL

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

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

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

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

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

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

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 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. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

- (1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:
 - (a) with the Contractor's cost proposal stating the number of days of extension requested, or
 - (b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.
- (2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

D. CHANGE ORDER PROCEDURES

- (1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.
- (2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will

accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

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

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

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

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

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

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

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

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

- A. If the Contractor considers any instructions by the Architect, Owner, 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 Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.
- B. The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances,

and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.

- C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
 - (1) The cited instruction is rescinded.
 - (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
 - (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.
- E. If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

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

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22
CLAIMS for DAMAGES

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

ARTICLE 23
DELAYS

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided; however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.
- B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
- (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.
- D. The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to

delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:

- (1) the result of bad faith or active interference or
- (2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

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

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

B. CONTINUANCE of PERFORMANCE

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

C. GOOD FAITH EFFORT to SETTLE

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

D. FINAL RESOLUTION for STATE-FUNDED CONTRACTS

(1) If the Contract is funded in whole or in part with state funds, the final Resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner shall be by the Director, whose decision shall be final, binding, and conclusive upon the Contractor, its Surety, and the Owner.

(2) When it becomes apparent to the party asserting a Claim (the Claimant) that an impasse to

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

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

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

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

ARTICLE 25
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

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

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

A. STOPPING the WORK for CAUSE

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

B. SUSPENSION by the OWNER for CONVENIENCE

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

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

ARTICLE 27

OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

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

- (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
- (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
- (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
- (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
- (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
- (f) is otherwise guilty of a substantial breach of the Contract.

(2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$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 to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.
- (c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination

without giving the Contractor another Notice to Cure.

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

- .1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

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

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

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

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

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

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

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

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

(e) **Surety Claims:** Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However, the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment

becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

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

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

B. TERMINATION by the OWNER for CONVENIENCE

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

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

- (a)** stop Work as specified in the notice;
- (b)** enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c)** terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d)** take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e)** complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The Contractor shall be entitled to receive payment for reasonable anticipated overhead ("home office") and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

ARTICLE 28

CONTRACTOR'S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

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

B. NONPAYMENT

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

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

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

ARTICLE 29

PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

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

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a 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 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 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 OFFSITE

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

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;
- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

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

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

F. CONTRACTOR'S CERTIFICATION

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

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

G. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

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

B. Within seven days after receiving the Contractor's monthly Application for Payment, or such other

time as may be stated in the Contract Documents, the Architect will take one of the following actions:

- (1) The Architect will approve and certify the Application as submitted and forward it as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.
 - (2) If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.
 - (3) To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.
- C. Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.
- D. The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31 PAYMENTS WITHHELD

- A. The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1) Defective Work;
 - (2) filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
 - (3) the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
 - (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - (5) damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;
 - (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or
 - (7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.
- B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the

Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.

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

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

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

- D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32

SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, Owner, and Technical Staff of the Alabama Building Commission.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a

reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

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

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

(a) the Work, or designated portion of the Work, is accepted by the Architect, Owner, and Alabama 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.

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

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

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated

portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

B. BEFORE SUBSTANTIAL COMPLETION

- (1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
- (2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:
 - (a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
 - (b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
 - (c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
 - (d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
 - (e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

**ARTICLE 34
FINAL PAYMENT**

A. PREREQUISITES to FINAL PAYMENT

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

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect.
- (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 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 board 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 Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

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

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

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

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

(3) This guarantee does not include costs which might be incurred by the General Contractor in making visits to the site requested by the Owner regarding roof problems that are due to lack of proper maintenance (keeping roof drains and/or gutters clear of debris that cause a stoppage of drainage which results in water ponding, overflowing of flashing, etc.), or damages caused by vandalism or misuse of roof areas. Should the contractor be required to return to the job to correct problems of this nature that are determined not to be related to faulty workmanship and materials in the installation of the roof, payment for actions taken by the Contractor in response to such request will be the responsibility of the Owner. A detailed written report shall be made by the General Contractor on each of these 'Service Calls' with copies to the Architect, Owner and Building

Commission.

D. SPECIAL WARRANTIES

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

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

E. ASSUMPTION of GUARANTEES of OTHERS

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

**ARTICLE 36
INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, Alabama 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 self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

<u>Coverage</u>	<u>Limit</u>
.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.

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 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 ANDNOTICES

(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 Architect.

ARTICLE 46
USE of the SITE

- A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

- (1) The Contractor shall at all times during the progress of the Work keep the premises and

surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

(a) **Cleaning of all painted, enameled, stained, or baked enamel work:** Removal of all marks, stains, finger prints and splatters from such surfaces.

(b) **Cleaning of all glass:** Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.

(c) **Cleaning or polishing of all hardware:** Cleaning and polishing of all hardware.

(d) **Cleaning all tile, floor finish of all kinds:** Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.

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

C. OWNER'S RIGHT to CLEAN-UP

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

ARTICLE 49
LIQUIDATED DAMAGES

A. Time is the essence of the Contract. Any delay in the completion of the Work required by the

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

- B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
- C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.
- D. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50 **USE of FOREIGN MATERIALS**

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

END of
GENERAL CONDITIONS of the CONTRACT

SUPPLEMENT
to the
GENERAL CONDITIONS of the CONTRACT

1. 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 Architect, 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.

2. 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 Architect, 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.

**END of SUPPLEMENT to the
GENERAL CONDITIONS of the CONTRACT**

APPENDIX 8

SUPPLEMENTARY CONDITIONS OF THE CONTRACT - ARTICLE 37

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 Financial Strength Rating of "A-" or better and a financial size category (FSC) 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 cancelled, 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 of companies
 - d. Description of policies
 - e. Policy Number(s)
 - f. Policy Period(s)
 - g. Limits of liability
 - h. Name and address of Owner as certificate holder
 - i. Project Name and Number, if any
 - j. Signature of authorized agent of the insurance company
 - k. Telephone number of authorized agent of the insurance company
 - l. Mandatory thirty day notice of cancellation/ non-renewal/ change

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

B. INSURANCE COVERAGES

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

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- a. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.
- b. Employer's Liability Insurance limits shall be at least:
 - 1.) Bodily Injury by Accident - \$1,000,000 each accident
 - 2.) Bodily Injury by Disease - \$1,000,000 each employee

2. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but 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:

<u>Coverage</u>	<u>Limit</u>
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, Construction Manager, Architect, Alabama Building Commission, 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 Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.
- b. The policy shall name the Owner, Construction Manager, Architect, Alabama Building Commission, 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 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, Construction Manager, Architect, Alabama Building Commission, 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:

- 1.) Furniture and equipment may be delivered to the insured premises and install in place ready for use; or
- 2.) Partial or complete occupancy by Owner; or
- 3.) 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 8(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 or the Work are issued, Builder's Risk coverage

APPENDIX 8-4

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

shall remain in effect until the Date 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 8(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 8(1) through 8(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 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.

END OF APPENDIX B

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 Eis 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 Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance 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 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

APPENDIX C

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 six percent interest per annum on the total Contract sum per calendar day may 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 C

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. _____

DATE: _____

B.C. No. _____

TO OWNER:	PROJECT
FROM CONTRACTOR:	FROM CONTRACTOR:
FEIN _____	

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: <i>(Attach list or Form ABC C - SM, Inventory of Stored Materials.)</i>	\$
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

ARCHITECT'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.

(Architect)

By _____

Date _____

APPROVALS

Approved by _____ (Owner) Signature _____ Date _____

Approved by _____ Signature _____ Date _____

INVENTORY OF STORED MATERIALS

Project:

For Estimate No. _____
For Period Ending _____

Contractor: _____

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 8 of 11

2025-11-11
11:08
C
No. 11

CONTRACT CHANGE ORDER

Change Order No. _____ Date _____

TO: <i>(Contractor)</i>	PROJECT:
--------------------------------	-----------------

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

FURNISH the necessary labor, materials, and equipment to *(Description of work to be done or changes to be made.)*

ORIGINAL CONTRACT SUM	\$ _____
NET TOTAL OF PREVIOUS CHANGE ORDERS	\$ _____
PREVIOUS REVISED CONTRACT SUM	\$ _____
THIS CHANGE ORDER WILL <input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE THE CONTRACT SUM BY	\$ _____
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ _____
EXTENSION OF TIME resulting from this Change Order _____ <i>(Insert "None" or No. of days)</i>	

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

_____ (Company)	_____ Contractor
By__ By _____ (Attach current Power of Attorney)	Name & Title _____
RECOMMENDED	
By _____ Architect	<u>Alabama A&M University</u> (Awarding Authority)
By _____	By _____
Name & Title _____	Name & Title <u>Dr. Andrew Hugine, Jr., President</u>

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 _____
(Name of Project)

at _____

(Insert location data in County or City)

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

(Architect)

(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.



State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

OVER

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

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.

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- C. Payment and modification procedures relating to allowances

1.2 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site, and applicable taxes. All profit and overhead shall be included in the base bid and shall not be added to items covered by allowance.
- B. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing; and overhead and profit.
- C. Owner's Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Owner in selection of products, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order. At the Owner's discretion all or a portion of allowance may be reallocated for miscellaneous changes. Profit and overhead shall be excluded from the cost of changes applied to allowances.
- F. All changes covered by Allowance will be approved by the Owner in writing.
- G. At closeout of Contract, funds remaining in Allowances will be credited to Owner by Change Order

1.5 ALLOWANCE SCHEDULE

- A. Include the stipulated sum of \$10,000.00 for Owner's discretionary use, in EACH project.
- B. Include the stipulated sum of \$20,000.00 for Owner's discretionary use in the COMBINED project.

END OF SECTION

ALABAMA A&M
ASBESTOS ABATEMENT

ASBESTOS ABATEMENT
ALABAMA A & M UNIVERSITY

SECTION 13010 - ASBESTOS REMOVAL

PART I GENERAL

I.1 RELATED DOCUMENTS

General provisions of the contract, including General and Supplementary Conditions and other specification sections apply to work of this specification, which has been prepared by Bear Creek Contracting, Inc.

I.2 PROJECT/WORK IDENTIFICATION

- A. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, addenda and modifications to the contract documents issued subsequent to the initial printing of this specification and including but not necessarily limited to printed material referenced by any of these. Work of the contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- B. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of this Section can be summarized as follows:

Exploratory demolition of all "above ceiling" areas, and all chases and wall cavities, to observe for and identify all additional asbestos-containing materials.

Controlled preparation, removal, clean up and disposal of asbestos-containing materials, as described in this specification section and shown on the attached drawings.

All of the friable asbestos -containing materials must be properly removed and disposed before building demolition. Identified friable asbestos-containing materials include pipe insulation, flue insulation, tank insulation, boiler insulation, boiler gaskets, duct insulation, cementitious exhaust pipe insulation, cementitious coatings on/in non-asbestos insulation, ceiling finish, flex connectors, sheet flooring, sink undercoating, and caulk.

Category I non-friable asbestos-containing materials are only regulated under EPA's NESHAP if they become friable or are subjected to sanding, grinding, cutting or abrading. The boiler gaskets are friable and must be removed prior to building demolition. If the Contractor's demolition activities will not cause the other category I non-friable asbestos-containing materials to become regulated under EPA's NESHAP, the Contractor may choose to demolish and dispose of those materials with the building. Other identified category I non-friable asbestos-containing materials include floor tile and stair tread.

Category I non-friable materials are only regulated under EPA's NESHAP if they become friable, or have a high probability of becoming, or have become, crumbled, pulverized, or reduced to a powder by forces expected to act on them during the course of demolition activities. If the Contractor's demolition activities will not cause the category II non-friable asbestos-containing materials to become regulated under EPA's NESHAP, the Contractor may choose to demolish and dispose of those materials with the building. Identified category II non-friable materials include cement-asbestos flue pipe, flooring mastics/adhesives, cove base adhesive, bituminous coatings and vinyl

ALABAMA A&M
ASBESTOS ABATEMENT

coatings. Because it is brittle, the cement-asbestos flue pipe will be made regulated by traditional demolition activities, and must therefore be properly removed and disposed prior to building demolition.

OSHA considers removal of the ceiling finish and thermal system insulations to be Class I Asbestos Work, and removal of the other identified asbestos materials, or demolition of buildings containing those type materials, to be Class II Asbestos Work. OSHA's requirements for Class I work are more stringent than their requirements for Class II work, and for both classes they require establishment of regulated areas, supervision by a competent person, worker training, adherence to specified work practices and respiratory protection (or documentation that it is not required).

The Alabama Department of Environmental Management (ADEM) requires that all asbestos wastes be disposed in a permitted facility. Friable asbestos waste must be properly containerized and labeled, and can only be disposed in a landfill that is permitted to accept friable asbestos waste. If the contractor intends to recycle building components, he must remove any asbestos materials that are attached to those components. As an example, if concrete floor slabs are intended to be recycled all asbestos floor tile, stair tread, and mastic must first be properly removed from those concrete floor slabs.

Note: No consideration will be given for additional quantities of those other non-friable materials, including any that may be discovered during the exploratory demolition.

- C. Allowances for Additional Materials: There may be asbestos materials in areas of the building that were not accessible at the time of the survey or which were otherwise not noted. There will be no additional change orders issued. Quantities provided are not for bid purposes. It is the contractor's responsibility to be familiar with the project and determine quantities of asbestos containing materials. All ACM is to be abated.

- D. Project Designer: The Project Designer for the asbestos removal work included in this project is:

Bear Creek Contracting, Inc.
P. O. Box 412
Moody, Alabama 35004
205-617-6124

The Project Designer may also provide administration, observation and/or monitoring services for the Owner. Services provided by the Project Designer do not in any way relieve the Contractor of his obligation to perform the work in conformity with the drawings, specifications, and governmental regulations.

1.3 COORDINATION AND SCHEDULING

- A. In order to prevent the uncontrolled release of asbestos fibers and exposure of demolition workers and other building occupants to elevated airborne asbestos concentrations, it is necessary to properly remove asbestos-containing materials prior to commencement of building demolition.
- B. The General Contractor and any subcontractors must be aware of the location of asbestos materials within/on the ALABAMA A & M UNIVERSITY building, and must coordinate their activities to ensure that asbestos materials are only disturbed under controlled conditions as specified herein.
- C. Exterior asbestos removal work is only to be performed at times when the weather is fair and the air is calm. Cease asbestos removal immediately if a breeze picks up, or if rain is imminent.

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1.4 REGULATORY REQUIREMENTS

- A. By executing the Contract, the Contractor does hereby acknowledge awareness and familiarity with the contents and requirements of the regulations, codes, and standards listed in this section and assume responsibility for the performance of the Work in strict compliance therewith and for every instance of failure to comply therewith.
- B. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.
 - 1. U. S. Department of Labor, Occupational Safety and Health Administration (OSHA): Construction Industry Standards (Code of Federal Regulations Title 29, Part 1926).
 - 2. U. S. Department of Labor, Occupational Safety and Health Administration (OSHA): Construction Standard for Asbestos (Code of Federal Regulations Title 29, Part 1926.1101).
 - 3. U. S. Department of Labor, Occupational Safety and Health Administration (OSHA): Personal Protective Equipment Standard (Code of Federal Regulations Title 29, Part 1910.132).
 - 4. U. S. Department of Labor, Occupational Safety and Health Administration (OSHA): Respiratory Protection Standard (Code of Federal Regulations Title 29, Part 1910.134).
 - 5. U. S. Department of Labor, Occupational Safety and Health Administration (OSHA): Hazard Communication Standard (Code of Federal Regulations Title 29, Part 1910.1200).
 - 6. U. S. Environmental Protection Agency (EPA): National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61, Subparts A and M.
 - 7. U. S. Environmental Protection Agency (EPA): "Asbestos Containing Materials in Schools; Final Rule and Notice" (Code of Federal Regulations Title 40, Part 763.80).
 - 8. U. S. Environmental Protection Agency (EPA): "Model Accreditation Plan" (Code of Federal Regulations Title 40, Part 763).
 - 9. U. S. Environmental Protection Agency (EPA): "Asbestos School Hazard Abatement Reauthorization Act (ASHARA)" (Code of Federal Regulations Title 40, Part 763).
 - 10. U. S. Department of Transportation (DOT): Transportation Standards (Code of Federal Regulations Title 49, Part 100 - 185).
 - 11. The Alabama Asbestos Contractors Accreditation Act, 89-517.
 - 12. All other Federal, State, County and City regulations, codes and ordinances as applicable.
- C. This list is provided as a convenience to the Contractor and is not to be considered all-inclusive of the codes, standards, regulations and laws. It is the sole responsibility of the Contractor to maintain a safe work site.

1.5 SUBMITTALS

- A. Submit to the Project Designer for his review the following Pre-Job Submittals. The Pre-Job Submittals are to be submitted in electronic format on a CD, or by email. The listed documents must be combined into a single document in Portable Document Format (PDF). They must be arranged in the order listed below, and except for tabs or explanatory letters, only the listed documents are to be

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included. The Work of this specification may not proceed until the complete Pre-Job Submittal package has been reviewed and approved by the Project Designer.

Note: The Project Designer will only accept complete sets of both Pre and Post-Job Submittals. If incomplete sets are submitted the Project Designer or his representative will prepare correspondence advising the contractor that his submittal is incomplete, and then the Project Designer will discard the incomplete submittals.

1. Copy of Contractor's "Notice of impending commencement of asbestos removal work" which was submitted in writing not fewer than ten days before work commences on the Project to:

The Alabama Department of Environmental Management
Attention: Mr. Donald W. Barron
Air Division
P.O. Box 301463
Montgomery, Alabama 36130-1463

2. Copy of the Contractor's ADEM certificate to perform asbestos removal work within the State of Alabama.
3. Copies of the Safe State Certificates of Accreditation for the workers and supervisors that will be assigned to the project.
4. Signed statement from the Asbestos Removal Contractor certifying that all of his employees that will be on site have had medical evaluations by a licensed physician within the last twelve months.
5. Documentation of respiratory protection training and fit testing for each Contractor employee that will be on site. Fit testing dates must be within six months of the anticipated project completion date.
6. Individually signed Worker's Acknowledgment forms by each and every worker to be utilized on the project. A copy of this form is included in this specification section.

Note: The asbestos removal contractor is required to submit a signed Worker's Acknowledgment form from each of his personnel, and his subcontractor personnel, who are present at the job site during the course of the project. For those personnel who are not asbestos removal workers or supervisors, and who will not enter the work area, the Contractor can cross out and initial the paragraphs that address respiratory protection, training and medical examination, if those personnel are not required to participate in those programs.

7. Copy of the Contractor's written OSHA Hazard Communication Program, Contingency/Emergency Plan, and Safety Program.
8. The names, titles and telephone numbers of at least two Contractor representatives that can be contacted in the event of an emergency.
9. Letter from the chosen waste disposal facility indicating that they will accept the friable asbestos waste from this project and are permitted by ADEM to accept friable asbestos waste.
10. Copy of any applicable permits required by the City of Huntsville.
11. Safety Data Sheets (SDSs) for all chemicals that will be used or that will be present on the job site.

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- B. Submit to the Project Designer for his review the following Post-Job Submittals. The Post-Job Submittals are to be submitted in electronic format on a CD, or by email. The listed documents must be combined into a single document in Portable Document Format (PDF). They must be arranged in the order listed below, and except for tabs or explanatory letters, only the listed documents are to be included. Requests for final payment will not be approved until the Post-Job Submittal package has been reviewed and approved by Project Designer.
1. Receipts from the recycling facility that acknowledge the Contractor's delivery(s) of ballasts shielding and flashing, and includes the signature of an authorized representative of the recycling facility. Receipts must show the quantity accepted, the delivery date, and the project title.
 2. Receipts from landfill operator, which acknowledges the Contractor's delivery(s) of waste material and includes the signature of an authorized representative of the landfill. Receipts must show the quantity accepted, the delivery date, and the project title.
 3. Copies of daily sign-in/sign-out logs. These logs shall include the name, date, time entering and leaving work area, company or agency represented, and reason for entry for every person entering the work area.
 4. Copies of daily project log, including descriptions of daily work activities and any unexpected situations or unusual events that occurred.
 5. Copies of the Safe State Certificates, documentation of respiratory protection training and fit testing, and signed Worker Acknowledgement forms for any workers or supervisors that worked on the project but whose documentation was not included with the pre-job submittals.

1.6 QUALITY CRITERIA

- A. The Asbestos Removal Contractor shall be approved by the Alabama Department of Environmental Management in accordance with the Alabama Asbestos Contractors Accreditation Act and have a record of not less than two years successful experience in asbestos removal and related work similar in scope and magnitude to this Project.
- B. The Asbestos Removal Contractor shall maintain on site a superintendent who is accredited and has not less than one year of full-time experience in responsible charge of asbestos removal operations in similar scope and magnitude to this Project within the two-year period preceding start of project. The Superintendent must be approved by the Project Designer prior to the start of the Work and shall not be changed without prior approval of the Project Designer.
- C. Use only experienced, Safe State accredited asbestos removal workers to perform the Work.

1.7 PERSONAL PROTECTION

- A. Prior to commencement of work, all workers shall be instructed in, and shall be knowledgeable of, the appropriate procedures for personal protection involving asbestos removal.
- B. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those specified in these specifications.
- C. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and OSHA to be suitable for the asbestos exposure levels encountered in the work areas according to OSHA 29 CFR 1926, or as more stringently specified elsewhere in the Contract Documents.

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- D. Where respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers or as required in the Contract Documents. Use P100 particulate filters. Stack particulate filters with organic vapor filters when necessary for both particulate and organic vapor protection.
- E. Provide respiratory protection at all times which is in compliance with or in excess of the Occupational Safety and Health Administration guidelines for respiratory protection.
- F. Provide respiratory protection from the time that the first operation involved in the Project requires contact with asbestos-containing materials until acceptance of final air test results by Project Designer. Minimum respiratory protection requirements are:

<u>Fiber Concentration</u>	<u>Respiratory Protection</u>
start-up (if anticipated ≤ 0.2 f/cc)	PAPR
<0.1 f/cc	half face respirator
0.1 to 0.2 f/cc	PAPR
>0.2 f/cc	supplied air

If solvents are used to remove mastics provide workers with appropriate respiratory protection for organic vapor concentrations that may be present.

- G. Permit no visitors, except governmental inspectors having jurisdiction, in the work areas after commencement of asbestos disturbance or removal.
- H. Provide workers with sufficient sets of protective disposable clothing, consisting of full-body coveralls, head covers, gloves and foot covers; of sizes to properly fit individual workers.
- I. Provide eye protection, hearing protection, foot protection, protection from electrical shock, fall protection, and hard hats as required for job conditions or by applicable safety regulations. Leave reusable footwear, hard hats, and eye protection devices in the contaminated equipment room until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste or decontaminated for reuse.
- J. Provide protective clothing for use by the Project Designer or his representative. Furnish protective clothing in as many sets as required for monitoring.

1.8 AIR MONITORING

- A. The Project Designer may perform daily air monitoring for the Owner. This air monitoring may be conducted during the removal and clean-up operations. The Project Designer will perform clearance air monitoring for the Owner.
- B. Notify Project Designer of the commencement of asbestos removal at least five days in advance and provide at least 72-hour prior notification for observations as noted throughout these specifications. Contractor may not proceed until such time as the observations have been performed by the Project Designer.
- C. Air monitoring samples will be analyzed by phase contract microscopy in general accordance with the procedures outlined in the NIOSH 7400 Method.
- D. The Project Designer will perform the Owner's testing and conduct specified clearance testing. Such testing for the Owner does not relieve the Contractor of providing necessary tests required by other regulations, codes, and standards for the protection of his workers, or for any other purposes.

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- E. Services provided by the Project Designer shall not relieve the Contractor of his obligation to perform the work in conformity with the drawings, specifications, and governmental regulations.

1.9 WORK AREA CLEARANCE

- A. Contractor release criteria:

The work areas are considered ready for re-occupancy when all of the work is completed, the work area is visually clean, and airborne fiber levels have been reduced to the level specified below.

- B. Clearance Trips

All clearance observations and testing are to be performed during no more than two site visits by the Project Designer or his representative. Costs for additional clearance trips will be charged to the Contractor, and deducted from payments made to him. The cost of each additional observation and/or sampling trip is anticipated to be \$1,250.

- C. Clearance Testing

1. Perform cleaning of all surfaces in work area and any other immediately adjacent contaminated areas.
2. Upon notice from Contractor that work areas and all other contaminated and cleaned areas are ready for Clearance Testing, the Project Designer will perform visual observations and air tests. For Clearance the work area must be visually clean and the airborne fiber concentration must be equal to or less than 0.01 fibers per cubic centimeter (f/cc).
3. Areas which do not comply with the standard of cleaning shall continue to be cleaned by and at the Contractor's expense until the specified standard of cleaning is achieved as evidenced by visual observations and results of air sampling tests by Project Designer as previously specified. The costs of all follow-up observations, sampling and analyses necessitated by the failure of previous observations and/or air tests to meet the clearance criteria shall be borne by the Contractor and are anticipated to be \$750 per observation and/or sampling trip.
4. When the airborne fiber concentration of 0.01 f/cc or less is achieved and observation by Project Designer determines that the area has been visually decontaminated, the decontamination enclosure system shall be removed, the area thoroughly cleaned, and materials from the equipment room and shower disposed of as contaminated waste. The remaining barriers between contaminated and clean areas and all seals on openings into the work area and fixtures shall be removed and disposed of as contaminated waste.

- D. Final Observation:

Final observation of the cleaning work of this Section may be performed by Project Designer to determine if the areas are visibly clean.

- E. Contractor's Representation:

By requesting that Clearance be performed in a work area the Contractor or his representative represents that all of the asbestos work for that work area has been performed as specified and he agrees that should it be subsequently discovered that all of the work was not performed as specified he will take those steps necessary to cause it to be performed as specified; to include re-mobilization, preparation, abatement, cleanup and disposal.

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F. Project Designer's Representation:

By stating that Clearance has been achieved for a work area, the Project Designer represents that the results of the Project Designer's air testing indicate that the airborne fiber concentrations within the work area meet the specified clearance criteria and that brief visual observations by the Project Designer or his representative indicate that the specified materials appear to have been removed from the work area and that the work area appears to have been cleaned. A statement of Clearance by the Project Designer or his representative does not relieve the Contractor of his responsibility to perform all of the work as specified.

1.10 WORKSITE CONDITIONS

Worker and Visitor Procedures: The Contractor and/or subcontractor is hereby advised that asbestos has been determined by the U. S. Government to be a CANCER-CAUSING AGENT. Contractor and/or subcontractor shall provide workers and visitors with respirators that, at a minimum, shall meet the requirements of OSHA 29 CFR 1926. Contractor shall provide protective clothing during actual asbestos removal and until air clearance tests results comply with the requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Plastic sheeting - Shall be fire resistant, of thickness specified, and sized to minimize the frequency of joints.
- B. Tape - Shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces or dissimilar materials.
- C. Surfactant (wetting agent) - Shall consist of resin materials in water base which have been tested to indicate material is nontoxic and non-irritating to skin and eyes, and non-carcinogenic.
- D. Sealant (encapsulant) - Shall be manufactured by reputable, established manufacturer of encapsulation/sealant materials and be approved specifically for use in asbestos-contaminated environments.
- E. Organic solvent - Shall be low odor solvent formulated for removal of floor tile mastic.
- F. Impermeable Containers - Shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site and shall be labeled in accordance with OSHA Regulations 29 CFR 1926. Containers must be both airtight and watertight and suitable for the waste they contain. Wastes with sharp edges or corners that could puncture plastic sheeting must be contained in more substantial containers. Use a minimum of two impermeable containers for each portion of waste.
- G. Cardboard sheeting/boxes or other appropriate padding - Shall be as required to prevent floor tile and other sharp waste materials from puncturing disposal bags.
- H. Warning Labels, Signs and Barricade Tape - Shall be as required by OSHA Regulation 29 CFR 1926.
- I. Other Materials - Provide all other materials, such as lumber, plywood, carriage bolts, nails and hardware, which may be required to construct the decontamination area and the barriers that isolate the work area(s).

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2.2 TOOLS AND EQUIPMENT

- A. Air Purifying Equipment - Shall be HEPA filtration systems. Ensure that no air movement system or purification equipment exhausts contaminated air from the work areas outside the work area.
- B. Hand tools as needed to isolate the work areas and perform the required demolition and abatement operations.
- C. HEPA Vacuum Equipment - Shall be wet/dry vacuum unit equipped with HEPA filtration system.
- D. Scaffolding and/or ladders - Must be erected, maintained and removed in compliance with the requirements of OSHA Regulations 29 CFR 1926, Part 1926.450 to provide access and support where required.
- E. Water Sprayers - Utilize airless or other low-pressure sprayer for amended water application.
- F. Garden hoses or other means to keep asbestos-containing waste wet.
- G. Dumpsters or other appropriate equipment for on-site storage and transportation of asbestos-containing waste and of construction wastes.
- H. Safety equipment as required to protect workers while on the jobsite.

2.3 PRODUCT HANDLING

- A. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient to prevent damage or contamination.
- C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

PART 3 - EXECUTION

3.1 SUMMARY OF WORK

- A. Work Included
 - 1. Identify location and amount of asbestos materials described on the drawings or in the specification.
 - 2. Perform the specified exploratory demolition and coordinate with the Project Designer to document quantities of additional asbestos materials.
 - 3. Prepare the work areas as specified.
 - 4. Remove asbestos materials as described on the drawings or in the specification.
 - 5. Properly clean using wet-cleaning methods and/or HEPA vacuum methods all work areas following asbestos removal.

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6. Leave all work areas decontaminated and visibly clean following the work of this Section.
7. Properly dispose of asbestos-containing waste material and debris.
8. Maintain existing emergency exits or establish alternative exits satisfactory to the local fire department.

- B. Approval of or acceptance by Project Designer of various construction activities or methods proposed by Contractor does not constitute an assumption of liability either by the Project Designer or Owner for inadequacy or adverse consequences of said activities or methods.

3.2 EXPLORATORY DEMOLITION

There are suspended ceilings throughout most of the building. There are also vertical chases and wall cavities that are likely to conceal asbestos materials. Prior to commencing asbestos removal, the contractor must perform sufficient exploratory demolition of ceilings and walls to be able to observe all "above ceiling" areas and all areas of chases and wall cavities to identify all additional asbestos materials. Where additional friable asbestos or cement-asbestos materials are discovered, their quantities must be first documented by the Project Designer, or his representative, and then they will be removed/disposed as allowance material.

3.3 PREPARATION

- A. Coordinate sequence of work area preparation with the Owner and General Contractor in order to properly segregate work areas from areas that must remain fully or partially occupied or operational, or in which other special considerations are required.
- B. Interior Asbestos Removal Work Areas

1. Post warning signs at all entrances into the work area and set up a restricted area using asbestos warning tape.
2. Shut down and tag out all HVAC equipment serving the work areas. Shut down and tag out electricity and other utilities at other areas where they could be damaged by the work or otherwise present a hazard to workers or other building occupants. Provide temporary electrical and water service as necessary to accomplish the specified work.
3. Using minimum six-mil thick plastic sheeting and tape/glue, isolate the work area by completely sealing off all openings such as corridors, doorways, ducts, grilles, diffusers and any other penetrations of the work area.
4. Seal electrical panels, switch boxes, etc. with minimum two layers of six-mil plastic sheeting.
5. Place minimum six-inch plastic sheeting on the floor below all asbestos materials, except in areas of floor tile and mastic removal. Extend plastic sheeting for a minimum of five feet beyond the extent of the asbestos materials. Where walls are encountered, turn the plastic sheeting up the wall a minimum of twelve inches. Securely attach plastic sheeting to floors and walls with tape and spray glue.

Note: In areas of asbestos flooring removal the floor plastic is not required, however removal of all other asbestos materials within that work area must be performed before removal of the asbestos flooring.

6. Set up scaffolding and/or ladders in accordance with OSHA requirements where required to

provide access to asbestos materials or for additional wall/ceiling demolition.

7. Perform additional demolition required to access asbestos materials. Do not disturb asbestos during the course of demolition. If demolition cannot be accomplished without disturbing asbestos materials, delay demolition until all preparation is completed, the work area is under negative air pressure, and workers have donned appropriate personal protective equipment.
8. Provide worker decontamination facilities in accordance with EPA and OSHA requirements.
9. Place the work area under reduced air pressure utilizing HEPA filtration systems that comply with ANSI Z9.2-79, local exhaust ventilation. Allow no air movement system or air filtering equipment to discharge unfiltered air outside the work area. Maintain a reduced pressure on the work area continuously (24 hours per day) from the start of asbestos removal and until the area has been decontaminated and certified as such by the required inspection and air testing. The reduced air pressure equipment shall have sufficient capacity to effect one air change in the work area every fifteen minutes and maintain a minimum negative air pressure of 0.02 inches water column. Exhaust all filtered and discharged air outside the building away from air intake devices.
10. Ensure that all barriers and plastic enclosures remain effectively sealed and taped for duration of asbestos removal and subsequent cleaning. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect enclosures at the beginning of each work period. Check the pressure differential across the enclosure at the start of each work shift and at any other time there is an indication that the reduced air pressure system is not functioning properly.
11. Notify the Project Designer for observation of the preparation of work areas prior to any removal of asbestos-containing material.
12. Maintain for the duration of the project from the first activity requiring disturbance of asbestos-containing materials, a sign-in/out log in the immediate area of the change room. Log entries shall be made by every person who enters the work area.

C. Exterior Asbestos Removal Work Areas

1. Isolate the work area by placing barricade tape and warning signs around the areas of the building where asbestos materials will be removed. Place the tape and signs a minimum of twenty feet beyond the asbestos materials. Close all windows, doors, and other openings into the building that are within twenty feet of the work area.
2. Erect ladders and/or scaffolding in accordance with OSHA requirements to provide safe access to elevated work areas. Provide appropriate fall protection for workers, in accordance with OSHA requirements.
3. Place plastic sheeting on the ground beneath the area of asbestos removal. Extend plastic sheeting for a minimum of twenty feet beyond the extent of the asbestos materials. Where necessary, based on the height of the material and other conditions, extend the plastic sheeting further than twenty feet to ensure that fallen asbestos materials remain on the plastic sheeting. Where walls are encountered, turn the plastic sheeting up the wall a minimum of twelve inches. Securely attach plastic sheeting to walls with tape and spray glue. Use weights and/or stakes to secure the plastic sheeting to the ground.

Note: Exterior asbestos removal work is only to be performed at times when the weather is fair and the air is calm. Cease asbestos removal immediately if a breeze picks up, or if rain is imminent.

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4. Isolate the area of plaster soffit removal by enclosing it with minimum six-mil plastic sheeting, and place that work area under reduced air pressure in compliance with EPA and OSHA requirements.
5. Provide worker decontamination facilities in accordance with EPA and OSHA requirements.
6. Ensure that all signs, seals, and barriers remain in place for duration of asbestos removal. Repair damaged barriers and remedy defects immediately upon discovery. Visually inspect signs, seals, and barricade tape at the beginning of each work period.
7. Notify Project Designer for observation of work area preparation prior to any removal of asbestos- containing material.
8. Maintain for the duration of the project from the first activity requiring disturbance of asbestos-containing materials, a sign-in/out log in the immediate area of the change room. A complete entry shall be made in this log by every person who enters the work area.

3.4 ASBESTOS REMOVAL

- A. Remove and properly dispose of all asbestos-containing materials indicated to be removed in accordance with the methods and procedures outlined in the U. S. Department of Occupational Safety and Health Administration (OSHA) Asbestos Regulations (Code of Federal Regulations Title 29, Section 1926) or as more stringently specified in these specifications.
- B. Removal of Corrugated Paper Insulation and Cementitious Insulation/Coating
 1. Prepare work area as specified in Section 3.3.
 2. Perform sufficient wall/ceiling demolition if necessary, to access the insulation.
 3. Spray the surface of the insulation with amended water, then puncture the insulation and saturate it with amended water. Do not use excess water.
 4. Remove the insulation from the pipe, tank, flue, boiler, or duct. Scrub and/or brush the surface of the pipe, tank, flue, boiler, or duct to remove any asbestos residue. Where asbestos insulation abuts non-asbestos insulation, remove three to five inches of the abutting non-asbestos insulation.
 5. Place/seal removed asbestos and debris in six-mil pre-labeled asbestos disposal bags and then in another properly labeled impermeable container. Saturate asbestos waste with amended water before sealing the bags.
- C. Removal of Ceiling Finish
 1. Prepare work area as specified in Section 3.3.
 2. Spray ceiling finish with amended water, using spray equipment recommended by surfactant manufacturer capable of providing a mist application to reduce the release of fibers. Wet the material sufficiently to saturate it to the substrate without causing excessive dripping. Spray the ceiling finish repeatedly during removal to maintain wet condition but do not use excessive amounts of water.
 3. Remove the ceiling finish, and any over-spray, from all surfaces within the specified area,

including the deck, piping, conduit, wiring, ductwork, HVAC equipment, supports, etc. Do not allow ceiling finish to dry out. As it is removed, place all removed ceiling finish and associated debris in sealable plastic bags of six-mil minimum thickness and label for disposal.

Note: Where necessary, loosen fasteners supporting ductwork, conduit, junction boxes, hangers, and other deck-mounted items to remove any ceiling finish that is sandwiched between the item and the deck.

4. After completion of ceiling finish removal work, all surfaces within the work area, including HVAC, ductwork, light fixtures, conduit, junction boxes, and other equipment shall be wet wiped and/or HEPA vacuumed to remove all visible residue.

D. Removal of HVAC Flex Connectors

1. Prepare work area as specified in Section 3.3.
2. Spray the flexible connector with amended water, using spray equipment recommended by surfactant manufacturer capable of providing a mist application to reduce the release of fibers. Wet the connector sufficiently to saturate it without causing excessive dripping. Spray the material repeatedly during removal to maintain wet condition but do not use excessive amounts of water.
3. Remove the connector from the adjoining equipment and/or ductwork by unfastening it or by cutting the adjacent section of duct/equipment.
4. Wrap or box removed connector and any attached pieces of duct, equipment or debris in cardboard or use other method to prevent sharp edges from puncturing disposal bags/containers.
5. Place removed connector and debris in properly labeled six mil disposal bags and then in another approved container. Ensure that the outer container is not punctured.

E. Removal of Boiler Gaskets

1. Prepare work area as specified in Section 3.3.
2. Spray exposed edges of the gasket with amended water, using spray equipment recommended by surfactant manufacturer capable of providing a mist application to reduce the release of fibers. Carefully remove the boiler access panel to expose the remainder of the gasket, spraying the gasket with amended water as it is exposed. Spray the gasket repeatedly during removal to maintain wet condition.
3. Remove all gasket from the boiler and any remnants from the access panel. Do not allow gasket material to dry out. As it is removed, place the material in a pre-labeled plastic asbestos disposal bag of six-mil minimum thickness.
4. Using a brush, rags, and/or other appropriate implement, clean all residue from the boiler and access panel surfaces.
5. Add water to bagged waste until all waste is thoroughly saturated. Seal waste bags, ensure they are properly labeled, and place them in containers for transport and disposal.

F. Removal of Cement-Asbestos Flue Pipe

1. Prepare work area as specified in Section 3.3.

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2. Erect scaffolding in accordance with OSHA requirements or provide other means to access the cement-asbestos flue pipe, and to support it.
3. Support the sections of cement-asbestos flue pipe so that they do not fall when disconnected.
4. Wrap the connector sections in six-mil plastic sheeting and then carefully break the connector sections within the plastic sheeting. Cut the sheeting sufficiently to remove the broken connector pieces and place them in asbestos disposal bags.
5. Disconnect the flue pipe sections, and carefully lower them to the floor.
6. Wrap flue sections and debris in two layers of six-mil plastic sheeting sealed with tape and label for disposal.

G. Removal of Sinks with Asbestos Undercoating

1. Prepare work area as specified in Section 3.3.
2. Ensure that water service to the sink is turned off and tagged out.
3. Disconnect water supply and drain piping to the sink.
4. Remove the fasteners supporting the sink. Remove the sink, cover any sharp edges or corners with cardboard, seal the sink in a minimum of two layers of six-mil plastic sheeting and label it for disposal.

H. Removal of Sheet Flooring

1. Prepare work area as specified in Section 3.3.
2. Remove sheet flooring materials with mechanical methods. Remove using methods that minimize tearing. Use sufficient water to keep floor material wet, but do not allow water to seep under walls or through floor slabs.
3. Where sheet flooring materials extend beneath walls and/or millwork, perform sufficient demolition of the walls and/or millwork to allow for removal of all sheet flooring materials from beneath them.
4. Remove flooring adhesive using mechanical methods and minimum amounts of organic solvents. Use solvent materials and methods that minimize vapors. Provide workers with appropriate respiratory protection for solvent vapors as well as asbestos fibers.
5. Place removed sheet flooring materials and debris in sealable plastic bags of six-mil minimum thickness and then in another impermeable container approved by the Project Designer.
6. Label bags and containers and dispose of as asbestos-containing waste.

I. Removal of Caulk

1. Prepare work area as specified in Section 3.3.
2. Spray the caulk surfaces with encapsulant, and secure the window/door units as necessary to prevent them from falling as they are being removed.

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3. Using mechanical methods carefully remove the window/door units from the building. Carefully lower the window/door units to the ground surface. Cover sharp edges with cardboard or other appropriate padding. Wrap/seal the removed window/door units in a minimum of two layers of six-mil plastic sheeting and label for disposal.
4. Scrape all remnants of caulk from around the opening from which each window/door unit was removed. Seal removed caulk in properly labeled six-mil disposal bags.

Note: Building security must be maintained where windows and doors are removed. If the site is not properly fenced it may be necessary to securely cover window/door openings where doors and/or windows are removed. On the first-floor level, and at other areas where the windows are reasonably accessible from the ground without a ladder, the contractor must securely cover the exterior face of openings with minimum 7/16" thick plywood or OSB that is securely fastened over the opening. Edges of plywood/OSB that do not bear against a wall must overlap the adjacent sheet of plywood/OSB by a minimum of six inches and those two pieces of plywood/OSB must be securely fastened together.

J. Removal of Floor Tile, Stair Tread, and Mastic

1. Prepare work areas as specified in Section 3.3.

Note: In areas where other asbestos-containing materials are to be removed, the asbestos flooring materials are to be removed last.

2. Perform demolition of walls and casework as necessary to access asbestos flooring that extends beneath them.
3. Remove carpet where it overlies asbestos flooring. Removed carpet that is contaminated with asbestos materials must be properly wrapped, labeled, and disposed as asbestos waste. Removed carpet that is not contaminated with asbestos can be removed from the work area and disposed as construction debris.
4. Mist the asbestos flooring with amended water until the surfaces are wet. Do not apply so much water that it spreads or runs. Mop up excess water as necessary.
5. Using mechanical methods remove floor tile and stair tread with minimal breakage.
6. Remove flooring mastic using mechanical methods and minimum amounts of organic solvents. Use solvent materials and methods that minimize vapors. Provide workers with appropriate respiratory protection for solvent vapors as well as asbestos fibers.
7. Wrap or box removed flooring in cardboard or use other method to prevent sharp edges from puncturing disposal bags/containers.
8. Place removed tile, mastic, and debris in properly labeled six mil disposal bags and then in another approved container. Ensure that tile does not puncture the outer container.

K. Removal of Cove Base Adhesive

1. Prepare work areas as specified in Section 3.3.
2. Using mechanical methods, remove the cove base from the wall surface.

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3. Mist the exposed surfaces of the cove base adhesive with amended water until the surfaces are wet. Do not apply excess water.
4. Using mechanical methods scrape/remove the cove base adhesive from the wall substrate.
5. Place/seal removed cove base, cove base adhesive, and debris in properly labeled six mil disposal bags and then in another approved container.

L. Removal of Non-Friable Coatings/Sealants

1. Prepare work area as specified in Section 3.3.
2. Spray the surface of the coating/sealant with encapsulant.
3. Using mechanical methods remove the coating/sealant from the substrate. Where necessary use small amounts of appropriate solvent to remove coatings/sealants from pipes, ducts, hangers, and other building components. Provide workers with appropriate respiratory protection for solvent vapors as well as asbestos fibers.
4. Seal removed asbestos and debris in six-mil pre-labeled asbestos disposal bags and then in another properly labeled impermeable container.

3.5 CLEAN UP

- A. Provide general cleaning of work area concurrently with the removal of asbestos-containing materials. Do not permit accumulation of removed materials on floor or roof.
- B. Cleaning Sequence:
 1. Remove all visible accumulations of asbestos material and debris.
 2. Wet clean all surfaces in the work area.
 3. Clean all sealed impermeable containers and all equipment (excluding that needed for further cleaning) used in the work area and remove from work area.
 4. Notify Project Designer for observation of cleaning to determine completeness.
 5. Following acceptance of cleaning by the Project Designer and following successful compliance with clearance testing requirements, carefully remove plastic sheeting from walls, folding inward to trap debris.

3.6 REMOVAL OF CONTAMINATED WASTE FROM WORK AREA

Remove sealed and labeled containers of contaminated material as follows:

- A. Clean plastic bags (using HEPA or wet cleaning methods) while in the work area.
- B. Pass cleaned plastic bags outside for loading.
- C. Seal asbestos waste in leak-proof impermeable containers labeled in accordance with OSHA 29 CFR 1926 or applicable local standards.

3.7 HAZARDOUS AND UNIVERSAL WASTE

A. MERCURY BULBS AND SWITCHES

1. Don appropriate personnel protective clothing/equipment.
2. Without damaging the bulbs or switches, remove outer protective case, to expose the bulb or switch.
3. Remove any fasteners, and then remove the bulb or switch.
4. Containerize the bulbs in a cardboard box and switches in a 5-gallon bucket with lid.
5. Remove from the work area and store in a secure location until disposal.

B. BALLASTS

1. Don appropriate personnel protective clothing/equipment.
2. Without damaging the bulbs or switches, remove outer protective case, to expose the bulb or switch.
3. Remove any fasteners, and then remove the ballasts.
4. Containerize the ballasts in a 55-gallon metal drum.

3.8 WASTE DISPOSAL

- A. All light bulbs, mercury bulbs, ballasts, and mercury containing devices (hazardous and/or universal) waste material must be packaged and disposed in accordance with EPA and DOT regulation and standards. Retain receipts for post-job submittals.
- B. Asbestos-containing waste material and debris must be packaged in accordance with the provisions of this specification and disposed at a properly permitted "Subtitle D" landfill within the State of Alabama.
- C. Dispose of asbestos-containing waste as follows:
 1. Seal asbestos waste in leak-proof impermeable containers labeled in accordance with OSHA, DOT and EPA standards.
 2. Carefully load containerized waste on enclosed or covered trucks/dumpsters for transport. Exercise care before and during transport to ensure that no unauthorized persons have access to the material.
 3. Use only enclosed or covered trucks/dumpsters to haul impermeable containers to prevent loss or damage to container in route to the landfill.
 4. Allow only sealed plastic bags or impermeable containers to be deposited in landfill. Leave damaged, leaking or broken plastic bags in the impermeable container and deposit entire container in landfill.

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5. Ensure that there are no visible emissions to the outside air from site where materials and waste are deposited.
6. Contractor may recycle uncontaminated impermeable containers.
7. Retain receipts from landfill for asbestos wastes disposed.

END OF SECTION 13010

Witness _____

THE UNIVERSITY OF ALABAMA®

UA SafeState

has examined the documentation of asbestos training and qualifications of the person named below and confers this

Certificate of Accreditation

For the Asbestos Contractor Discipline

INSPECTOR
G Hammond Snook

Alabama Accreditation Number
AIN0319650492

Certificate Expiration Date
March 2, 2020

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.


Executive Director


Associate Director for Environmental Programs



RESOLUTION, INCORPORATED
1101-A DARBYTOWN DRIVE
NASHVILLE, TN. 37207
(615) 865-8813

Certification

Number: RI-ASBPDR07190568

Certifies That

THOMAS READ

Has on July 3, 2019, in Nashville, TN, attended and successfully completed the requirements and passed the examination with a score of 70% or better on July 3, 2019, of the course entitled;

ASBESTOS PROJECT DESIGNER REFRESHER

Training was in accordance with 40 CFR Part 763 (AHERA) approved by the States of Alabama, Tennessee and the Commonwealth of Kentucky. The above student received requisite training for asbestos accreditation under Title II of the Toxic Substances Control Act (TSCA).

Conducted At: 1101-A Darbytown Dr.
Nashville, TN 37207

Expiration Date: July 3, 2020

Ron Francis – Training Manager

Bobby Barker- Instructor

Appendix A

*Summary Table of Homogeneous Suspect Asbestos Materials
for Buchanan Hall*

Suspect Asbestos-Containing Materials Table
Alabama A&M University
Buchanan Hall
P. O. Box 1837
Normal, Alabama 35762

HA #	Material Type / Sample Numbers	Location	Friable	Condition	Analytical Results
1	Gray Overhang S001	Exterior	Cat II Non- Friable	Fair	ND
2	Roof Material S002	Roof	Cat I Non- Friable	Fair	ND
3	Tan Floor Tile S003	Stairwell Entrance	Cat I Non- Friable	Fair	2% Chrysotile
4	Black Mastic S004	Stairwell Entrance	Cat I Non- Friable	Fair	5% Chrysotile
5	Ceiling Material - Textured S005	Stairwell	Friable	Fair	5% Chrysotile
6	Small Pipe Wrap S006	Stairwell	Friable	Fair	ND
7	Ceiling Material – Textured S007	1 st Floor Stairwell	Friable	Fair	5% Chrysotile
8	Large Pipe Wrap S008	Stairwell	Friable	Fair	ND
9	Pipe Wrap S009	Boiler Room	Friable	Fair	ND
10	Pipe Wrap at the Joint S010	Boiler Room	Friable	Fair	ND
11	Tank Wrap S011	Boiler Room	Friable	Fair	ND
12	Pipe Wrap S012	Plumbing Room	Friable	Fair	ND

Suspect Asbestos-Containing Materials Table
Alabama A&M University
Buchanan Hall
P. O. Box 1837
Normal, Alabama 35762

HA #	Material Type / Sample Numbers	Location	Friable	Condition	Analytical Results
13	Small Pipe Wrap At the Elbow S013	Plumbing Room	Friable	Fair	ND
14	Pipe Wrap At the Joint S014	Plumbing Room	Friable	Fair	ND
15	Pipe Wrap Joint Compound S015	Water Heater Room	Friable	Fair	ND
16	Pipe Wrap With Silver Sleeve S016	Water Heater Room	Friable	Fair	ND
17	Floor Tile S017	Dorm Room	Cat I Non- Friable	Fair	3% Chrysotile
18	Black Mastic S018	Dorm Room	Cat I Non- Friable	Fair	5% Chrysotile
19	Ceiling Material Textured S019	Dorm Room	Friable	Fair	5% Chrysotile
20	Floor Tile – Pink S020	1 st Floor Hallway	Cat I Non- Friable	Fair	2% Chrysotile
21	Black Mastic S021	1 st Floor Hallway	Cat I Non- Friable	Fair	5% Chrysotile
22	Floor Tile – White S022	1 st Floor Dorm	Cat I Non- Friable	Fair	2% Chrysotile
23	Black Mastic S023	1 st Floor Dorm	Cat I Non- Friable	Fair	5% Chrysotile
24	Floor Tile – Red S024	1 st Floor Common Room Closet	Cat I Non- Friable	Fair	ND
25	Black Mastic S025	1 st Floor Common Room Closet	Cat I Non- Friable	Fair	3% Chrysotile

Suspect Asbestos-Containing Materials Table Alabama A&M University Buchanan Hall P. O. Box 1837 Normal, Alabama 35762					
HA #	Material Type / Sample Numbers	Location	Friable	Condition	Analytical Results
26	Floor Tile – Gray S026	Entrance Vending Area	Cat I Non- Friable	Fair	ND
27	Black Mastic S027	Entrance Vending Area	Cat I Non- Friable	Fair	2% Chrysotile
28	Floor Tile S028	1 st Floor Landing Bottom Landing	Cat I Non- Friable	Fair	3% Chrysotile
29	Black Mastic S029	1 st Floor Landing	Cat I Non- Friable	Fair	5% Chrysotile
30	TSI Pipe Wrap	Restrooms	Friable	Fair	Assumed

**** Contractor is responsible to verify ALL Quantities. All quantities are approximate and should not be used for bidding purposes.**

HA = Homogeneous Area
ND = No Asbestos Detected
SF = Square Footage
LF = Linear Footage

Floor Tile & Mastic 32,550 SF
Textured Ceiling 34,040 SF
TSI Pipe Insulation 625 LF

Appendix B

*Asbestos Survey & Report of Laboratory Analysis for
Asbestos for Buchanan Hall*

**ALABAMA AGRICULTURAL & MECHANICAL UNIVERSITY
P.O. BOX 1837
NORMAL, ALABAMA 35762**

**LIMITED ASBESTOS SAMPLING
BUCHANAN HALL
ALABAMA AGRICULTURAL & MECHANICAL UNIVERSITY
NORMAL, ALABAMA
PROJECT NO.: 19-0521**

MAY 27, 2019



PREPARED BY:

**GEO SOLUTIONS, L.L.C.
7201 OPPORTUNITY BOULEVARD
HUNTSVILLE, ALABAMA 35810**

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

May 27, 2019

Alabama Agricultural & Mechanical University
P.O. Box
Normal, Alabama 35762

ATTENTION: Mr. Greg Bryant

SUBJECT: Limited Asbestos Sampling
Buchanan Hall
Alabama Agricultural & Mechanical University
Normal, Alabama
GEO Solutions Project No.: 19-0521

Dear Mr. Bryant:

GEO Solutions, LLC, is pleased to present this report for the Limited Asbestos Sampling for Buchanan Hall which is located on the campus of Alabama Agricultural & Mechanical University in Normal, Alabama. We understand that the building is to be demolished.

A total of 29 bulk samples were collected by an accredited asbestos inspector, Ms. Barbara Lehman. The bulk samples were submitted to Professional Services Industries (PSI) in Pittsburgh, Pennsylvania (National Voluntary Laboratory Accreditation Program Certification No. 101350-0) for analysis by polarized light microscopy (PLM). The report of laboratory analysis and chain-of-custody forms are attached to this letter.

Listed below is a summary of the samples collected, sample location and analysis results. The laboratory report and chain of custody are also attached to this letter.

SAMPLE NUMBER	SAMPLE DESCRIPTION	LOCATION	ASBESTOS DETECTED	NON-ASBESTOS MATERIAL PRESENT
S001	Gray Overhang	Exterior	No	None
S002	Roof Material	Roof	No	10% Fibrous Glass
S003	Tan Floor Tile	Stairwell Entrance	YES 2% Chrysotile	None
S004	Black Mastic	Stairwell Entrance	YES 5% Chrysotile	None
S005	Ceiling Material	Stairwell	YES 5% Chrysotile	None
S006	Small Pipe Wrap	Stairwell	No	30% Fibrous Glass

SAMPLE NUMBER	SAMPLE DESCRIPTION	LOCATION	ASBESTOS DETECTED	NON-ASBESTOS MATERIAL PRESENT
S007	Ceiling Material	1 st Floor Stairwell	YES 5% Chrysotile	None
S008	Large Pipe Wrap	Stairwell	No	10% Cellulose Fiber 40% Fibrous Glass
S009	Pipe Wrap	Boiler Room	No	10% Cellulose Fiber 40% Fibrous Glass
S010	Pipe Wrap at the Joint	Boiler Room	No	10% Cellulose Fiber 40% Fibrous Glass
S011	Tank Wrap	Boiler Room	No	None
S012	Pipe Wrap	Plumbing Room	No	10% Cellulose Fiber 40% Fibrous Glass
S013	Small Pipe Wrap at the Elbow	Plumbing Room	No	30% Fibrous Glass
S014	Pipe Wrap at the Joints	Plumbing Room	No	30% Fibrous Glass
S015	Pipe Wrap Joint Compound	Water Heater Room	No	30% Fibrous Glass
S016	Pipe Wrap with Silver Sleeve	Water Heater Room	No	10% Cellulose Fiber 40% Fibrous Glass
S017	Floor Tile	Dorm Room	YES 3% Chrysotile	None
S018	Black Mastic	Dorm Room	Yes 5% Chrysotile	None
S019	Ceiling Material	Dorm Room	YES 5% Chrysotile	None
S020	Pink Floor Tile	1 st Floor Hallway	YES 2% Chrysotile	None
S021	Black Mastic	1 st Floor Hallway	YES 5% Chrysotile	None
S022	White Floor Tile	1 st Floor Dorm	YES 2% Chrysotile	None
S023	Black Mastic	1 st Floor Dorm	YES 5% Chrysotile	None
S024	Red Floor Tile	1 st Floor Common Room Closet	No	None
S025	Black Mastic	1 st Floor Common Room Closet	YES 3% Chrysotile	None
S026	Gray Floor Tile	Entrance Vending Area	No	None


SAMPLE NUMBER	SAMPLE DESCRIPTION	LOCATION	ASBESTOS DETECTED	NON-ASBESTOS MATERIAL PRESENT
S027	Black Mastic	Entrance Vending Area	YES 2% Chrysotile	None
S028	Floor Tile	1 st Floor Landing Bottom Layer	YES 3% Chrysotile	None
S029	Black Mastic	1 st Floor Landing	YES 5% Chrysotile	None

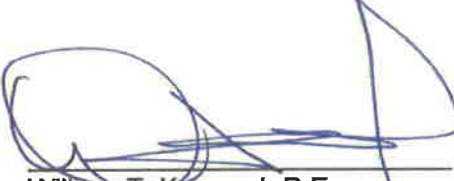
As indicated from the sampling results, the floor tile, with the exception of the red and gray tiles in the common area, contain asbestos material. All of the black mastic encountered should be considered as asbestos containing material. The ceiling material throughout the building also contains asbestos.

Closing

GEO Solutions appreciates the opportunity to be of service. Should you have any questions regarding the report, please do not hesitate to contact us for assistance.

Respectfully submitted,
GEO SOLUTIONS, LLC


Barbara R. Lehman, P.E.
Project Manager


William T. Kennard, P.E.
Partner

Attachments: Report of Bulk Sample Analysis for Asbestos
Chain of Custody
Accreditation

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: Geo Solutions
7201 Opportunity Boulevard
Huntsville, AL 35810
Attn: Kate Keeton

Project ID: 08163032
19-0521
Buchanan Hall

Date Received: 5/22/2019

Date Completed: 5/23/2019

Date Reported: 5/23/2019

Analyst: Preston Hunt		Work Order: 1905452		Page: 1 of 2	
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)	
S001	001A	(1) Gray, Other, Homogeneous <i>Overhang</i>	NO ASBESTOS DETECTED	None Reported	
S002	002A	(1) Black, Roofing, Homogeneous	NO ASBESTOS DETECTED	10% Fibrous Glass	
S003	003A	(1) Tan, Floor Tile, Homogeneous	2% Chrysotile	None Reported	
S004	004A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported	
S005	005A	(1) White, Other, Homogeneous <i>Ceiling Material</i>	5% Chrysotile	None Reported	
S006	006A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED	30% Fibrous Glass	
S007	007A	(1) White, Other, Homogeneous <i>Ceiling</i>	5% Chrysotile	None Reported	
S008	008A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber 40% Fibrous Glass	
S009	009A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber 40% Fibrous Glass	
S010	010A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED	10% Cellulose Fiber 40% Fibrous Glass	

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

Analyst:

Preston Hunt

Work Order:

1905452

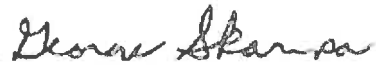
Page: 2 of 2

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)		Non-asbestos Fibers (Percent and Type)
S011	011A	(1) Brown, Wrap, Homogeneous	NO ASBESTOS DETECTED		None Reported
S012	012A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED		10% Cellulose Fiber 40% Fibrous Glass
S013	013A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED		30% Fibrous Glass
S014	014A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED		30% Fibrous Glass
S015	015A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED		30% Fibrous Glass
S016	016A	(1) White, Pipe Wrap, Homogeneous	NO ASBESTOS DETECTED		10% Cellulose Fiber 40% Fibrous Glass
S017	017A	(1) Off-White, Floor Tile, Homogeneous	3%	Chrysotile	None Reported
S018	018A	(1) Black, Mastic, Homogeneous	5%	Chrysotile	None Reported
S019	019A	(1) White, Other, Homogeneous <i>Ceiling Material</i>	5%	Chrysotile	None Reported
S020	020A	(1) Tan, Floor Tile, Homogeneous	2%	Chrysotile	None Reported
S021	021A	(1) Black, Mastic, Homogeneous	5%	Chrysotile	None Reported
S022	022A	(1) Beige, Floor Tile, Homogeneous	2%	Chrysotile	None Reported
S023	023A	(1) Black, Mastic, Homogeneous	5%	Chrysotile	None Reported
S024	024A	(1) Pink, Floor Tile, Homogeneous	NO ASBESTOS DETECTED		None Reported
S025	025A	(1) Black, Mastic, Homogeneous	3%	Chrysotile	None Reported
S026	026A	(1) Gray, Floor Tile, Homogeneous	NO ASBESTOS DETECTED		None Reported
S027	027A	(1) Black, Mastic, Homogeneous	2%	Chrysotile	None Reported
S028	028A	(1) Beige, Floor Tile, Homogeneous	3%	Chrysotile	None Reported
S029	029A	(1) Black, Mastic, Homogeneous	5%	Chrysotile	None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
George Skarupa

1085

CHAIN OF CUSTODY - ASB/LEAD/IH

1905452(3)

Project Information

Project Name: Budanan Hall

Project No: 19-0521

PO Number:

Send Results To:

Company: Geo Solutions, LLC

Attn: Kate Keeton

Address: 7201 Opportunity Boulevard, Huntsville, Alabama 35810

Telephone: 256-837-5708

Email: kkeeton@geo-solutions.net

Send Invoice To:

Company: Geo Solutions LLC

Attn: Lisa Kennard

Address: 7201 Opportunity Boulevard, Huntsville, Alabama 35810

Telephone: 256-837-6708

Email: lkennard@geo-solutions.net

Requested Turnaround Time:

Same Day ☐ 12 Day ☐ 3-5 Day ☐ Requested Date: 5/28/19

Stop at First Positive

Y ☐ N ☐

Laboratory Use Only

All Samples In Acceptable Condition: ☒ Y ☐ N

Comments: Shipping Charges Apply

Parameter

Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other
<u>5001-Exterior</u>																									
<u>5002-Box Material</u>																									
<u>5003-Floor Tile</u>																									
<u>5004-Mech</u>																									
<u>5005-Ceiling Material</u>																									
<u>5006-Pop Nip</u>																									
<u>5007-Ceiling</u>																									

Retrieved by H. Keeton **Date/Time** 5/21/19 4p

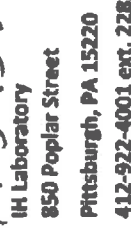
Received by Lisa Kennard **Date/Time** 5/22/19 9:00am

Analyst Name: H. Keeton **Analyst Signature:** [Signature]

Special Instructions / Comments:

205

1905452



Send Invoice To:	
Company:	Geo Solutions LLC
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Hurttsville, Alabama 35810
Telephone:	256-837-6708
Email:	lkennard@geo-solutions.net

Stop at First Positive	Y	<input type="checkbox"/>
	N	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:			
Comments:			
Shipping Charges Apply:			

[illegible]

Retriggered by		Date/Time	Received by	Date/Time
h. heit		8 April 19	92152219	9204

Analyst Name:	Analyst Signature:
---------------	--------------------

[illegible]

CHAIN OF CUSTODY - ASB/LEAD/IH

3 of 5

1905452



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Project Information	
Project Name:	Buxton Hall
Project No:	19-0542
PO Number:	

Send Results To:	
Company:	Geo Solutions, LLC
Attn:	Kate Keeton
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	kkeeton@geo-solutions.net

Send Invoice To:	
Company:	Geo Solutions LLC
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	lkennard@geo-solutions.net

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5/28/19

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only	
All Samples In Acceptable Condition:	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
Comments:	
Shipping Charges Apply:	

Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
5015-2019-0542	1	✓																							
5016-2019-0542	1	✓																							
5017-2019-0542	1	✓																							
5018-2019-0542	1	✓																							
5019-2019-0542	1	✓																							
5020-2019-0542	1	✓																							
5021-2019-0542	1	✓																							

Refined/Quished by	Date/Time	Received by	Date/Time
K. Keeton	5/28/19 4:40	JL 5/22/19 9:00am	

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions / Comments:

CHAIN OF CUSTODY - ASB/LEAD/IH

4 of 5

1905452



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Project Information	
Project Name:	Burroughs Hall
Project No:	19-0521
PO Number:	

Send Results To:	
Company:	Geo Solutions, LLC
Attn:	Kate Keeton
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	kkeeton@geo-solutions.net

Send Invoice To:	
Company:	Geo Solutions LLC
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	kennard@geo-solutions.net

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5/28/19

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only	
All Samples In Acceptable Condition:	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:	
Shipping Charges Apply:	

Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCIP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
5023-Flux Tip																									
5023-Mech																									
5024-Flux Tile																									
5025-Mech																									
5026-Flux Tile																									
5027-Mech																									

Relinquished by		Date/Time	
K. Keeton		5/28/19 5:00 AM	
Received by		Date/Time	
J. B. 5/28/19		5:00 AM	

Analyst Name:	Analyst Signature:

Special Instructions / Comments:

1905452

Project Information	
Project Name:	Redwood Hall
Project No:	19-0021
PO Number:	

Send Results To:	
Company:	Geo Solutions, LLC
Attn:	Kate Keeton
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	kkeeton@geo-solutions.net

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5/28/19

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:			
Comments:			
Shipping Charges Apply:			

Send Invoice To:	
Company:	Geo Solutions LLC
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-8708
Email:	lkennard@geo-solutions.net

[illegible]

Refiniquished by	Date/Time	Received by	Date/Time
h. h. h.	5/19/19	h. h. h.	5/22/19

Analyst Name:	Analyst Signature:
----------------------	---------------------------

Special Instructions / Comments:	

The University of Alabama Safe State Program
Alabama Asbestos Accreditation Program

Refresher training is due before: **9/13/2019**

Inspector

For instructions on how to renew your application visit:



alasbestos.ua.edu

Lehman

AIN0918286353



University of Alabama College of Continuing studies, Division of Environmental
and Industrial Programs, Box 870388, Tuscaloosa, AL 35487-0388 800/421-7141

Appendix C

*Summary Table of Homogeneous Suspect Asbestos Materials
for Walker Wood Hall*

Suspect Asbestos-Containing Materials Table
Alabama A&M University
Walker Wood Hall
P. O. Box 1837
Normal, Alabama 35762

HA #	Material Type / Sample Numbers	Location	Friable	Condition	Analytical Results
1	Gray Insulation White Pipe Wrap S001	Small Tank Boiler Room	Friable	Fair	ND
2	Gray Insulation White Pipe Wrap S002	Large Tank Boiler Room	Friable	Fair	ND
3	Gray Floor Tile S003	1 st Floor Common Area	Cat I Non-Friable	Fair	3% Chrysotile
4	Black Mastic S004	1 st Floor Common Area	Cat I Non-Friable	Fair	5% Chrysotile
5	White Ceiling Tile S005	1 st Floor Common Area	Friable	Fair	ND
6	White Ceiling Material S006	1 st Floor Dorm Room	Friable	Fair	5% Chrysotile
7	Red Floor Tile S007	1 st Floor Laundry	Cat I Non-Friable	Fair	ND
8	Black Mastic S008	1 st Floor Laundry	Cat I Non-Friable	Fair	5% Chrysotile
9	Gray Floor Tile S009	1 st Floor Laundry	Cat I Non-Friable	Fair	ND
10	Black Mastic S010	1 st Floor Laundry	Cat I Non-Friable	Fair	5% Chrysotile
11	Gray Floor Tile S011	Room 112	Cat I Non-Friable	Fair	ND
12	Black Mastic S012	Room 112	Cat I Non-Friable	Fair	5% Chrysotile

Suspect Asbestos-Containing Materials Table
Alabama A&M University
Walker Wood Hall
P. O. Box 1837
Normal, Alabama 35762

HA #	Material Type / Sample Numbers	Location	Friable	Condition	Analytical Results
13	Beige Floor Tile S013	Room 112	Cat I Non- Friable	Fair	3% Chrysotile
14	Black Mastic S014	Room 112	Cat I Non- Friable	Fair	5% Chrysotile
15	Green Floor Tile S015	Room 203	Cat I Non- Friable	Fair	ND
16	Black Mastic S016	Room 203	Cat I Non- Friable	Fair	5% Chrysotile
17	Tan Floor Tile S017	Room 203	Cat I Non- Friable	Fair	7% Chrysotile
18	Black Mastic S018	Room 203	Cat I Non- Friable	Fair	5% Chrysotile
19	Brown Floor Tile S019	Room 203	Cat I Non- Friable	Fair	ND
20	Black Mastic S020	Room 203	Cat I Non- Friable	Fair	5% Chrysotile
21	Gray Floor Tile S021	Room 203	Cat I Non- Friable	Fair	ND
22	Black Mastic S022	Room 203	Cat I Non- Friable	Fair	5% Chrysotile
23	Off White Floor Tile S023	Room 203	Cat I Non- Friable	Fair	ND
24	Black Mastic S024	Room 2003	Cat I Non- Friable	Fair	5% Chrysotile
25	Tan Floor Tile S025	Room 203	Cat I Non- Friable	Fair	7% Chrysotile

Suspect Asbestos-Containing Materials Table Alabama A&M University Walker Wood Hall P. O. Box 1837 Normal, Alabama 35762					
HA #	Material Type / Sample Numbers	Location	Friable	Condition	Analytical Results
26	Black Mastic S026	Room 203	Cat I Non- Friable	Fair	5% Chrysotile
27	Gray Floor Tile S027	Room 203	Cat I Non- Friable	Fair	ND
28	Black Mastic S028	Room 203	Cat I Non- Friable	Fair	5% Chrysotile
29	White Ceiling Texture S029	2 nd Floor Hallway	Friable	Fair	2% Chrysotile
30	White Ceiling Texture S030	Room 207	Friable	Fair	3% Chrysotile
31	Brown Floor Tile S031	Room 307	Cat I Non- Friable	Fair	ND
32	Black Mastic S032	Room 307	Cat I Non- Friable	Fair	5% Chrysotile

**** Contractor is responsible to verify ALL Quantities. All quantities are approximate and should not be used for bidding purposes.**

HA = Homogeneous Area
ND = No Asbestos Detected
SF = Square Footage
LF = Linear Footage

Floor Tile & Mastic 37,380 SF
Textured Ceiling 33,280 SF

Appendix D

*Asbestos Survey & Report of Laboratory Analysis for
Asbestos for Walker Wood Hall*

**ALABAMA AGRICULTURAL & MECHANICAL UNIVERSITY
P.O. BOX 1837
NORMAL, ALABAMA 35762**

**LIMITED ASBESTOS SAMPLING
WALKER WOOD HALL
ALABAMA AGRICULTURAL & MECHANICAL UNIVERSITY
NORMAL, ALABAMA
PROJECT NO.: 19-0713**

JULY 10, 2019



PREPARED BY:

**GEO SOLUTIONS, L.L.C.
7201 OPPORTUNITY BOULEVARD
HUNTSVILLE, ALABAMA 35810**

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

July 10, 2019

Alabama Agricultural & Mechanical University
P.O. Box
Normal, Alabama 35762

ATTENTION: Mr. Greg Bryant

SUBJECT: Limited Asbestos Sampling
Walker Wood Hall
Alabama Agricultural & Mechanical University
Normal, Alabama
GEO Solutions Project No.: 19-0712

Dear Mr. Bryant:

GEO Solutions, LLC, is pleased to present this report for the Limited Asbestos Sampling for Walker Wood Hall which is located on the campus of Alabama Agricultural & Mechanical University in Normal, Alabama. We understand that the building is to be demolished.

A total of 32 bulk samples were collected by an accredited asbestos inspector, Ms. Barbara Lehman. The bulk samples were submitted to Professional Services Industries (PSI) in Pittsburgh, Pennsylvania (National Voluntary Laboratory Accreditation Program Certification No. 101350-0) for analysis by polarized light microscopy (PLM). The report of laboratory analysis and chain-of-custody forms are attached to this letter.

Listed below is a summary of the samples collected, sample location and analysis results. The laboratory report and chain of custody are also attached to this letter.

SAMPLE No.	SAMPLE DESCRIPTION	LOCATION	ASBESTOS DETECTED	NON-ASBESTOS MATERIAL PRESENT
S001	Gray Insulation White Pipe Wrap	Small Tank Boiler Room	No	30% Fibrous Glass 10% Fibrous Glass
S002	Gray Insulation White Pipe Wrap	Big Tank Boiler Room	No	30% Fibrous Glass 10% Fibrous Glass
S003	Gray Floor Tile	1 st Floor Common Area	YES 3% Chrysotile	None
S004	Black Mastic	1 st Floor Common Area	YES 5% Chrysotile	None
S005	White Ceiling Tile	1 st Floor Common Area	No	20% Cellulose Fiber 50% Fibrous Glass
S006	White Ceiling Material	1 st Floor Dorm Room	YES 5% Chrysotile	None

SAMPLE No.	SAMPLE DESCRIPTION	LOCATION	ASBESTOS DETECTED	NON-ASBESTOS MATERIAL PRESENT
S007	Red Floor Tile	1 st Floor Laundry Room	No	None
S008	Black Mastic	1 st Floor Laundry Room	YES 5% Chrysotile	None
S009	Gray Floor Tile	1 st Floor Laundry Room	No	None
S010	Black Mastic	1 st Floor Laundry Room	YES 5% Chrysotile	None
S011	Gray Floor Tile	Room 112	No	None
S012	Black Mastic	Room 112	YES 5% Chrysotile	None
S013	Beige Floor Tile	Room 112	YES 3% Chrysotile	None
S014	Black Mastic	Room 112	YES 5% Chrysotile	None
S015	Green Floor Tile	Room 203	No	None
S016	Black Mastic	Room 203	YES 5% Chrysotile	None
S017	Tan Floor Tile	Room 203	YES 7% Chrysotile	None
S018	Black Mastic	Room 203	YES 5% Chrysotile	None
S019	Brown Floor Tile	Room 203	No	None
S020	Black Mastic	Room 203	YES 5% Chrysotile	None
S021	Gray Floor Tile	Room 203	No	None
S022	Black Mastic	Room 203	YES 5% Chrysotile	None
S023	Off-White Floor Tile	Room 203	No	None
S024	Black Mastic	Room 203	YES 5% Chrysotile	None
S025	Tan Floor Tile	Room 203	YES 7% Chrysotile	None
S026	Black Mastic	Room 203	YES 5% Chrysotile	None

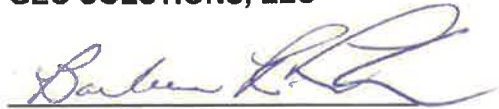
SAMPLE No.	SAMPLE DESCRIPTION	LOCATION	ASBESTOS DETECTED	NON-ASBESTOS MATERIAL PRESENT
S027	Gray Floor Tile	Room 203	No	None
S028	Black Mastic	Room 203	YES 5% Chrysotile	None
S029	White Ceiling Texture	2 nd Floor Hallway	YES 2% Chrysotile	None
S030	White Ceiling Texture	Room 207	YES 3% Chrysotile	None
S031	Brown Floor Tile	Room 307	No	None
S032	Black Mastic	Room 307	YES 5% Chrysotile	None

As indicated from the sampling results, various floor tiles contains asbestos material. All of the black mastic encountered should be considered as asbestos containing material, which would affect all of the tile. All of the ceiling material should be considered to be asbestos containing material.

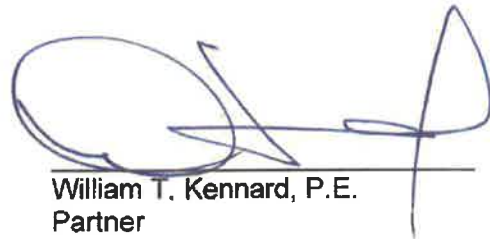
Closing

GEO Solutions appreciates the opportunity to be of service. Should you have any questions regarding the report, please do not hesitate to contact us for assistance.

Respectfully submitted,
GEO SOLUTIONS, LLC



Barbara R. Lehman, P.E.
Project Manager



William T. Kennard, P.E.
Partner

Attachments: Report of Bulk Sample Analysis for Asbestos
Chain of Custody
Accreditation

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: Geo Solutions
7201 Opportunity Boulevard
Huntsville, AL 35810
Attn: Barbara Lehman

Project ID: 08163032
19-0713
Walker Wood Hall-AAMU

Date Received: 6/28/2019

Date Completed: 7/2/2019

Date Reported: 7/2/2019

Analyst: Preston Hunt Work Order: 1906711 Page: 1 of 2

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
S001	001A	(1) Gray, Insulation, Homogeneous (2) White, Wrap, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	30% Fibrous Glass 10% Fibrous Glass
S002	002A	(1) Gray, Insulation, Homogeneous (2) White, Wrap, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	30% Fibrous Glass 10% Fibrous Glass
S003	003A	(1) Gray, Floor Tile, Homogeneous	3% Chrysotile	None Reported
S004	004A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S005	005A	(1) White, Ceiling Tile, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber 50% Fibrous Glass
S006	006A	(1) White, Other, Homogeneous <i>Ceiling Material</i>	5% Chrysotile	None Reported
S007	007A	(1) Red, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S008	008A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S009	009A	(1) Gray, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S010	010A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S011	011A	(1) Gray, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S012	012A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S013	013A	(1) Beige, Floor Tile, Homogeneous	3% Chrysotile	None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.


Approved Signatory
Lori Huss

Analyst:

Preston Hunt

Work Order:

1906711

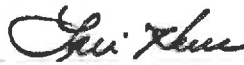
Page: 2 of 2

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
S014	014A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S015	015A	(1) Green, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S016	016A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S017	017A	(1) Tan, Floor Tile, Homogeneous	7% Chrysotile	None Reported
S018	018A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S019	019A	(1) Brown, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S020	020A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S021	021A	(1) Gray, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S022	022A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S023	023A	(1) Off-White, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S024	024A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S025	025A	(1) Tan, Floor Tile, Homogeneous	7% Chrysotile	None Reported
S026	026A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S027	027A	(1) Gray, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S028	028A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported
S029	029A	(1) White, Texture, Homogeneous	2% Chrysotile	None Reported
S030	030A	(1) White, Texture, Homogeneous	3% Chrysotile	None Reported
S031	031A	(1) Brown, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
S032	032A	(1) Black, Mastic, Homogeneous	5% Chrysotile	None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
Lori Huss

CHAIN OF CUSTODY - ASB/LEAD/IH

1906711(6) 186

Project Information

Project Name:	Walker Wood Hall - AA444
Project No:	19-0713
PO Number:	



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Send Results To:

Company:	GEO Solutions
Attn:	Barbara Lehman
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-8708
Email:	blehman@geo-solutions.net

Send Invoice To:

Company:	GEO Solutions
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	lkennard@geo-solutions.net

Requested Turnaround Time:

Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7/28/19

Stop at First Positive

Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only

All Samples in Acceptable Condition:	Y	N
Comments:	<input checked="" type="checkbox"/>	
Shipping Charges Apply:		<input checked="" type="checkbox"/>

Parameter

Sample ID:	Number of Samples	PCW Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead T/C	PCM	PCM "B Rules"	TEM Alpha	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Frable/NOB	NY TEM NOB	NY SOR-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
8001 Tank Insul.																									
8002 Tank Insul.																									
8003 Floor Tile																									
8004 Mastic																									
8005 Ceiling Tile																									
8006 Ceiling Mat.																									

Relinquished by

Barbara L.	Date/Time	6/28/19 14:00	Received by	Shuler	Date/Time	6/28/19 9a
------------	-----------	---------------	-------------	--------	-----------	------------

Analyst Name:

Analyst Signature:

Special Instructions / Comments:

CHAIN OF CUSTODY - ASB/LEAD/IH

286

1906711



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Project Information

Project Name: *Walker Wood Hill - AAUW*
Project No: *19-0713*
PO Number:

Send Test/Info To:

Company: GEO Solutions
Attn: Barbara Lehman
Address: 7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone: 256-837-8708
Email: blehman@geo-solutions.net

Send Invoice To:

Company: GEO Solutions
Attn: Lisa Kennard
Address: 7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone: 256-837-8708
Email: lkennard@geo-solutions.net

Requested Turnaround Time:

Same Day ☐ 1-2 Day ☐ 3-5 Day ☒ *After 5 days*
Requested Date: *After 5 days*

Stop at First Positive

Y ☐ N ☐

Laboratory Use Only

All Samples in Acceptable Condition: Y ☒ N ☐
Comments:
Shipping Charges Apply: ☒

Parameter

Sample ID:	Number of Samples	Paint Bulk	Paint Count (100)	Paint Count (300)	Lead Wipe	Lead Air	Lead Soil	Lead Print Chip	Lead T/CIP	PCM	PCM "B Rules"	ITEM AHSRA	ITEM 7482	ITEM Chatfield	ITEM Vacuum	ITEM Wipe	NY PLM Frable/NOB	NY TEM NOB	NY SGP-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
<i>S007 Floor Tile</i>																									
<i>S008 Mastic</i>																									
<i>S009 Floor Tile</i>																									
<i>S010 Mastic</i>																									
<i>S011 Floor Tile</i>																									
<i>S012 Mastic</i>																									

Relinquished by

Barbara Lehman

Date/Time

6/28/19/4:30

Received by

SW

Date/Time

6/28/19
gar

Analyst Name:

Analyst Signature:

Special Instructions / Comments

1129061 386

**Information
To Build On**
Engineering • Consulting • Testing

**IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425**

Send Invoice To:	
Company:	GEO Solutions
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-8708
Email:	lkennard@geo-solutions.net

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:			

	Parameter
Sample ID:	
S019 Floor Tile	Number of Samples
S024 Mastic	Pencil Bulk
S015 Floor Tile	Pencil Count (#08)
S016 Mastic	Pencil Count (#A00)
S017 Floor Tile	Lead Wipe
S018 Mastic	Lead Air
	Lead Soil
	Lead Paint Chip
	Lead TClP
	POM
	POM "B Rules"
	TEM AMERA
	TEM 7402
	TEM Chaffield
	TEM Vacuum
	TEM Wipe
	NY PLM Friable/NOB
	NY TEM NOB
	NY SDF-V
	Total Nuisance Dust
	Respirable Dust
	Cadmium
	Zinc
	Total Chromium
	Other:

Relinquished by	Date/Time	Received by	Date/Time
Barbara Smith	6/26/19/4pm	SW	6/28/19
			9a
Analyst Name:	Analyst Signature:		
Special Instructions / Comments:			

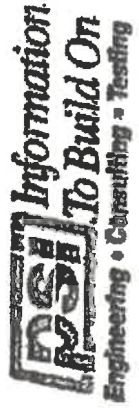
CHAIN OF CUSTODY - ASB/LEAD/IH

4 of 6

1906711

Project Information

Project Name:	Walker Wood Hall - AA444
Project No:	19-0713
PO Number:	



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Send Results To:

Company:	GEO Solutions
Attn:	Barbara Lehman
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	blehman@geo-solutions.net

Send Invoice To:

Company:	GEO Solutions
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	lkennard@geo-solutions.net

Regulated Turnaround Time:

Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7/26/2019

Stop at First Positive

Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only

All Samples In Acceptable Condition:	Y	N
Comments:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Shipping Charges Apply:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Parameter

Sample ID:	Number of Samples	PCB Bulk	PCB Count (400)	PCB Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TSP	PCM	PCM "B Rules"	TEM AMBRA	TEM 7402	TEM Charfield	TEM Vacuum	TEM Wipe	NY PLM F-rable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
S019 Floor Tile																									
S020 Mastic																									
S021 Floor Tile																									
S022 Mastic																									
S023 Floor Tile																									
S024 Mastic																									

Relinquished by

Barbara Lehman

Date/Time

6/26/19

Received by

SW

Date/Time

6/28/19

Analyst Name:

Analyst Signature:

Special Instructions / Comments:

CHAIN OF CUSTODY - ASB/LEAD/IH

586
1906711

Project Information

Project Name:	Walker Wood Hall - AAUW
Project No:	19-0713
PO Number:	



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Send Results To:

Company:	GEO Solutions
Attn:	Barbara Lehman
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	258-837-8708
Email:	blehman@geo-solutions.net

Send Invoice To:

Company:	GEO Solutions
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	258-837-8708
Email:	lkennard@geo-solutions.net

Requested Turnaround Time:

Same Day	<input type="checkbox"/>	1-2 Day	<input type="checkbox"/>	3-5 Day	<input checked="" type="checkbox"/>	Requested Date:	7/28/19
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Stop at First Positive

Y	<input type="checkbox"/>	N	<input type="checkbox"/>
---	--------------------------	---	--------------------------

Laboratory Use Only

All Samples in Acceptable Condition:	<input checked="" type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>
Comments:					
Shipping Charges Apply:	<input checked="" type="checkbox"/>				

Parameter

Sample ID:	Number of Samples	PCMS Bulk	PCMS Count (400)	PCMS Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Frable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
S025 Tile																									
S026 Mastic																									
S027 Floor Tile																									
S028 Mastic																									
S029 Ceiling Text.																									
S030 Ceiling Text																									

Relinquished by

Barbara Lehman	Date/Time	6/28/19
----------------	-----------	---------

Received by

SW	Date/Time	6/28/19
----	-----------	---------

Analyst Name:

Analyst Signature:

Special Instructions / Comments:

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**Information
To Build On**
Engineering • Consulting • Testing

IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

	Project #Benevol
Project Name:	Walker Wood Hall - AAMU
Project No:	19-0713
PO Number:	

Send Results For:	
Company:	GEO Solutions
Attn:	Barbara Lehman
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35610
Telephone:	258-837-6708
Email:	blehman@geo-solutions.net

Send Invoice To:	
Company:	GEO Solutions
Attn:	Lisa Kennard
Address:	7201 Opportunity Boulevard, Huntsville, Alabama 35810
Telephone:	256-837-6708
Email:	lkennard@geo-solutions.net

Requested Turnaround Time:				Requested Date:
Same Day	1-2 Day	3-5 Day		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		11/17/9

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		N
All Samples in Acceptable Condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:		
Shipping Charges Apply:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Parameter	Sample 40:	S031 Floor Tile	S032 Mastic
Number of Samples			
MENL Bulk			
Moist Count (40b)			
Potential Count (300g)			
Lead Wipe			
Lead Air			
Lead Soil			
Lead Paint Chip			
Lead T/C			
PCM			
PCM "B Rules"			
TEM AMBA			
TEM 7402			
TEM Chatfield			
TEM Vacuum			
TEM Wipe			
NY PLM Friable/NOB			
NY TEM NOB			
NY SOF-V			
Total Nuisance Dust			
Respirable Dust			
Cadmium			
Zinc			
Total Chromium			
Other:			

Relinquished by	Date/Time	Received by	Date/Time
Paula L. L.	6/26/14/4:00	SW	6/28/14
			9C

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions / Comments:	
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

The University of Alabama Safe State Program
Alabama Asbestos Accreditation Program

Refresher training is due before: **9/13/2019**

Inspector

For instructions on how to renew your application visit:



alasbestos.ua.edu

Lehman

AIN0918286353



University of Alabama College of Continuing Studies, Division of Environmental
and Industrial Programs, Box 870388, Tuscaloosa, AL 35487-0388 800/421-7141