### **CALL FOR BIDS**

Hope Community Center 850 Edwards Street Mobile, Alabama 36610 PR-032-22

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, September 20, 2023, no later than 2:15 local time. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza. Additional bidding instructions are detailed in the project manual.

On Monday, September 11, 2023 at 10:00 AM, a Pre-Bid Conference shall be held at the Hope House Community Center at 850 Edwards Street, meeting in the entry lobby. Afterwards, we will proceed to the rooftop to observe the condition of the roof. A representative of the Bidder is encouraged to be present at the meeting. However, if no representative can be present in person, the Bidder may instead contact the Contract Administrator at (251) 300-0890, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to visit the site prior to submitting a Bid and to include all costs associated with the project in their Bids. This project is Tax Exempt.

Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/



### **PROJECT MANUAL**

**FOR** 

HOPE COMMUNITY CENTER – ROOF IMPROVEMENTS 850 Edwards Street Mobile, Alabama 36610 PR-074-23

City of Mobile, Alabama
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454

And

Roof Asset Management, Inc. 4950 Woodfield Drive Millbrook, Alabama 36054

September 6, 2023

Bid Date: September 20, 2023

### INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

### **BIDDING AND CONTRACT REQUIREMENTS:**

Section 00100 Invitation to Bid
Section 00200 Instructions to Bidders – AIA Document A701
Section 00300 Supplementary Instructions to Bidders

Section 00400 Bid Form

Sales Tax Form C-3A

Supplier Diversity Subcontracting & Major Supplier Plan

Section 00500 Standard Form of Agreement Between Owner and Contractor -

AIA Document A101 - 2017

Section 00600 Bonds, Certificates and Affidavits

Performance Bond (Owner's modified form)

Labor and Material Payment Bond (Owner's modified form)

E-verify Documentation (Sample)

Application and Certification for Payment - AIA Document G702

and AIA Document G703 with DBE Utilization Report

Certificate of Substantial Completion - AIA Document G704-2000

Contractor's Affidavit of Payment of Debits & Claims - AIA

Document G706

Contractor's Affidavit of Release of Liens - AIA Document G706A

Consent of Surety to Final Payment - AIA Document G707

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### **SPECIFICATIONS:**

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Section 01210 Allowances
Section 01220 Unit Prices
Section 01310 Project Management ar

Section 01310 Project Management and Coordination

Section 01330 Submittal Procedures
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Section 01731 Cutting and Patching
Section 017839 Project Record Documents

DIVISION 2: SITE CONSTRUCTION – NOT USED

DIVISION 3: CONCRETE - NOT USED
DIVISION 4: MASONRY - NOT USED
DIVISION 5: METALS - NOT USED
DIVISION 6: WOOD AND PLASTIC

Section 06100 Rough Carpentry

### Hope Community Center – Roof Improvements PR-074-23

DIVISION 7: THERMAL AND MOISTURE PROTECTION

Section 075419 Polyvinyl-Chloride (PVC) Roofing
Section 07620 PVC Coated Flashing and Sheet Metal
DIVISION 8: DOORS AND WINDOWS – NOT USED

DIVISION 9: FINISHES – NOT USED
DIVISION 10: SPECIALTIES – NOT USED
DIVISION 11: EQUIPMENT – NOT USED
DIVISION 12: FURNISHINGS – NOT USED

DIVISION 13: SPECIAL CONSTRUCTION – NOT USED CONVEYING SYSTEMS – NOT USED

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**EXHIBITS:** 

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MANAGEMENT, INC.

**DRAWINGS:** 

SHEET DESCRIPTION

A-1 ROOF PLAN A-2 ROOF DETAILS

### SECTION 00100 INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: Hope Community Center – Roof Improvements PROJECT LOCATION: 850 Edwards Street, Mobile, Alabama 36610

PROJECT NUMBER: PR-074-23

### 1 BID DATE:

- A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 20<sup>th</sup> day of September, 2023, in the office of the City Clerk, Government Plaza, 9<sup>th</sup> Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

### 2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined and obtained from the following location: <a href="https://www.cityofmobile.org/bids/">https://www.cityofmobile.org/bids/</a>
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Bidders shall register with the Project Manager at the Pre-Bid Conference.
- D. Addenda will be issued via e-mail to each bidder who registers with the Project Manager at the Pre-Bid Conference.
- E. This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).
- F. Product Substitutions must be pre-approved before the bid (see Section 01635 for requirements).

### 3 BID SURETY: Required on Bids \$10,000.00 or more

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.
- C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

### 4 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

### 5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

### **6 BIDDER QUALIFICATIONS:**

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is \$10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

### 7 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

### 8 PRE-BID CONFERENCE:

- A. A Pre-Bid Conference shall be held on September 11, 2023, at Hope Community Center, in the entry lobby, 850 Edwards Street, at 10:00 AM local time. The conference will include an opportunity for prospective bidders to access the rooftop (there are two levels the City of Mobile will not be able to provide ladders). All Bidders are encouraged to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid, and include all costs associated with the project in their Bid.
- B. Minutes of this conference will be issued as an Addendum for the project.

### 9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

- Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Supplier Diversity Subcontracting and Major Supplier Plan, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR HOPE COMMUNITY CENTER – ROOF IMPROVEMENTS - PROJECT NUMBER: PR-074-23".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. In addition, in large letters on both front and back of envelope, write the following: DO NOT OPEN UNTIL TWO-THIRTY PM, SEPTEMBER 20, 2023.
- For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

### 10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- E. A Directory of DBE Vendors can be found at the following location: <a href="https://workwith.cityofmobile.org/">https://workwith.cityofmobile.org/</a>

### 11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

### 12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

### 13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**END OF SECTION 00100** 

### SECTION 00200 INSTRUCTIONS TO BIDDERS

### PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-1997 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

### Instructions to Bidders

for the following Project: (Name, location, and detailed description)

Hope Community Center – Roof Improvements 850 Edwards Street Mobile, Alabama 36610

### THE OWNER:

(Name, legal status, address, and other information)

City of Mobile PO Box 1827 Mobile, Alabama 36633-1827

### THE ARCHITECT:

(Name, legal status, address, and other information)

Architectural Engineering Department P.O. Box 1827 Mobile, Alabama 36633-1827 And Roof Asset Management 4950 Woodfield Drive Millbrook, Alabama 36054

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
- 9 NONDISCRIMINATION
- 10 USE OF DOMESTIC PRODUCTS
- 11 PREFERENCE TO RESIDENT CONTRACTORS

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

### 12 PRE-BID REQUIREMENTS

### 13 POST-BID REQUIREMENTS

### ARTICLE 1 DEFINITIONS

- § 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.
- § 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.
- § 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.
- § 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- § 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.
- § 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- § 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
- § 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.
- § 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.
- 1.10 A non-resident Bidder or Sub-bidder is one who
  - a. Is neither organized nor existing under the laws of the State of Alabama
  - b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

### ARTICLE 2 BIDDER'S REPRESENTATIONS

- § 2.1 By submitting a Bid, the Bidder represents that:
  - .1 the Bidder has read and understands the Bidding Documents;
  - .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
  - .3 the Bid complies with the Bidding Documents;
  - .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
  - .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- § 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.
- § 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.
- § 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.
- § 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

### ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

- § 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein. (Paragraphs deleted)
- § 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.
- § 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.
- § 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.
- § 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

- § 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.
- § 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids. (Paragraphs deleted)
- § 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.
- § 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

### § 3.3.2 Substitution Process

- § 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.
- § 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.
- § 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.
- § 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- § 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.
- § 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.
- § 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

- § 3.4.2 Addenda will be available where Bidding Documents are on file.
- § 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- § 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

- § 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.
- § 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.
- § 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.
- § 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- § 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for

completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

- § 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- § 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.
- § 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents: (Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding \$10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.

- § 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- § 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310<sup>TM</sup>, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.
- § 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding \$10,000.00. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below: (Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

(Paragraph deleted)

- § 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.
- § 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

- § 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- § 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

(Paragraphs deleted)

### ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### § 5.3 Acceptance of Bid (Award)

- § 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
- § 5.3.2 The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305<sup>TM</sup>, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

### § 6.3 Submittals

- § 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:
  - .1 a designation of the Work to be performed with the Bidder's own forces;
  - .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.
- § 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- § 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- § 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.
- § 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:
  - .1 A Signed Construction Contract;
  - .2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over \$10,000.00;
  - .3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
  - .4 Schedule of Values; and
  - .5 Federal Immigration Law Compliance: E-Verify enrollment documentation.
- § 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

### ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

- § 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
- § 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- § 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
- § 7.1.4 A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

### § 7.2 Time of Delivery and Form of Bonds

- § 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.
- § 7.2.2 The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.
- § 7.2.3 The bonds shall be dated on or after the date of the Contract.
- § 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

### ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

§ 8.1.1 AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

### ARTICLE 9 NONDISCRIMINATION

**§9.1.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

### ARTICLE 10 USE OF DOMESTIC PRODUCTS

- § 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500 nor more than 20 percent of the gross amount of the contract price.
- § 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

### ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS

- § 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contactors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
- § 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

### ARTICLE 12 PRE-BID REQUIREMENTS

### § 12.1 STATE OF ALABAMA CONTRACTORS LICENSE

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type

of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

### § 12.2 A NONRESIDENT BIDDER

§ 12.2.1 Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

### ARTICLE 13 POST-BID REQUIREMENTS

### § 13.1 CITY CONTRACTOR'S LICENSE

13.1.1 A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration P. O. Box 1827 Mobile, Alabama 36633-1827 Phone: 251.208.7421 Revenue Department P. O. Box 1827 Mobile, Alabama 36633-1827 251.208.7461

### 13.2 E-VERIFY DOCUMENTATION

§ 13.2.1 The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

### 13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 13.3 The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

### **SECTION 00300**

### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

### BIDDING DOCUMENTS:

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) online, in accordance with the instructions in SECTION 00100- Invitation to Bid
- B. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor their Consultant assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

### 2. INTERPRETATION OF BID DOCUMENTS:

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least six (6) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to <a href="louis.tooker@cityofmobile.org">louis.tooker@cityofmobile.org</a>. Interpretations, responses to RFI's, corrections, and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

### 3 BIDDING PROCEDURES:

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.
- F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

### 4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.
- E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

### 5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including actual or teleconference attendance at the Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

### 6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR HOPE COMMUNITY CENTER ROOF IMPROVEMENTS PROJECT NUMBER: PR-074-23", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as

- modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

### 7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

### 8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

### 9 PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

### 10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
  - (1). Performance Bond and Labor and Material Payment Bond (originals);
  - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
  - (3). Evidence of enrollment in the E-Verify program.
  - (4). Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

### 11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

### 12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

### 13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

### 14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

- A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

### 15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program

and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

### 16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

### 17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

- A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration P.O. Box 1827 Mobile, Alabama 36633-1827

Phone: 251-208-7421

Revenue Department P.O. Box 1827 Mobile, Alabama 36633-1827

Phone: 251-208-7461

### 18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.
- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

### 19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed.
- B. The facility will remain in use throughout the construction period, and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

### 20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. We strongly recommend that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible for leaving the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. Using a rolling magnetic pick-up sweeper or similar equipment, the Contractor must police the site for nails at the end of each day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.
- D. A dumpster and lay down area for Contractor materials and staging may be located at the site, per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

### 21. SALES AND USE TAX EXEMPTION:

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt
  - status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov.
- 22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:
  - A. With each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

### 23. NOTICE OF COMPLETION:

A. For Contracts \$50,000 or greater:

Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

### NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for the Hope Community Center – Roof Improvements – PR-074-23, Mobile, Alabama 36610. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

### 24. CONTRACTOR WARRANTY AND CERTIFICATION:

- A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. Contractor shall provide a five year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

### 25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**END OF SECTION** 

### SECTION 00400

### **BID FORM**

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in <u>all</u> blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO:	City of Mobile, 205 Gove	rnment St., P.O. Box 1827, Mobile, AL, 36633
REF:	PROJECT NO.: PROJECT NAME: PROJECT LOCATION:	PR-074-23 Hope Community Center – Roof Improvements 850 Edwards Street, Mobile, Alabama 36610
exam Archit all Ad Bidde all Ad which	ined said documents for the ectural Engineering Depart dendum (a) Number(s), 202 er's responsibility to check w denda or special instruction is hereby acknowledged, the	nents and having carefully and thoroughly subject Work prepared by the City of Mobile, ment and Consultant dated May 17, 2023; and, dated, dated, described and an all conditions affecting the late, the Undersigned Bidder, hereby
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Hope Community Center – Roof Improvements PR-074-23

Base Bid:		\$	.00
Contingency Allowance:	+	<b>\$</b>	10,000.00
Total Base Bid:	(Fill	\$ in here and	.00 in Total Bid below)
TOTAL BASE BID:			
	Do	ollars, (\$	.00) mount in Figures)
(Amount in Words)		(A	mount in Figures)
(Note: Show amount in both words and figures words shall govern). <b>Bids shall be provided i</b>	. In case o	of discrepar dollar amo	ncy, the amount in unt with no cents.
Unit Price #1: Remove and replace one (1) unsuitable galvanized metal deck (replace galvanized metal deck). Include the remove of metal deck in the Base Bid.	removed	deck with	22-gauge
			\$ SF
Unit Price #2: Remove and replace one (1) unsuitable treated wood blocking. Include to board feet of wood blocking in the Base Bid	he remov	ot of rotte	n or otherwise placement of 120
board leet of wood blocking in the base bit	<u>u</u> .	5	BF
Unit Price #3: Remove and replace one (1) Include the removal and replacement of 20	square f 0 square	foot of 3" we feet of wo	ood fiber deck.  ood fiber deck in the
Base Bid.			§SF
CONTINGENCY ALLOWANCE: \$10,000.00			

included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color,

Hope Community Center – Roof Improvements PR-074-23

national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Hope Community Center – Roof Improvements PR-074-23

**SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:				
INAME		(Printed o	r Typed)	
BY:				
-		(Signature of Comp	any Officer)	
<b>COMPANY O</b>	FFIC	ER;		
		(Printed o		2023
TITLE			DATE	, 2023
	(Print	ed or Typed)		
Sworn to and	subso	cribed before me this	day of	2023
<del>,</del>		Notary Public	•	
Attachments:	1. 2. 3. 4.	Bid Security, with Power Secretary of State Auth Completed Sales Tax I Supplier Diversity Subd	norization (Out of Form C-3A	

**END OF BID FORM** 

### ACCOUNTING OF SALES TAX ATTACHMENT TO BID FORM SECTION 00400 SALES TAX FORM C-3A

To: City of Mobile	Date:
Name of Project: Project Number:	HOPE COMMUNITY CENTER – ROOF IMPROVEMENTS PR-074-23
SALES TAX ACCOL	INTING
Pursuant to Act 2013 in the bid proposal fo	3-205, Section 1(g) the Contractor accounts for the sales tax NOT included rm as follows:
	ESTIMATED SALES TAX AMOUNT
BASE BID:	<u>\$</u>
than determining re	n accounting of sales tax shall render the bid non-responsive. Other sponsiveness, sales tax accounting shall not affect the bid pricing n the determination of the lowest responsible and responsive bidder.
Legal Name of Bidder	
Mailing Address	
*By (Legal Signatur	e)
*Name (type or print)	(Seal)
*Title	
Telephone Number_	



VERSEARCH DELIGERS TO FORTO

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor

# Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or

with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement. About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a

by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



### ANDERANG CHITAGNS TO HARMO

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor

3	CITY OF MOBILE Subcontracting and Major Supplier Plan	Via emai:Archnique:Via emai:Archnique:Via emai:Archnique:Via 251.20
	FORM 1: Background and Plan	
Section I. Information about your company	your company	
Company		
Address		
Telephone		
E-Mail		
RFP/RFQ Solicitation Number	er	
Project Description		
Is your company a DBE company?	Yes No No	
Work force demographics	Male Female Minority No	Non-minority SDV
	Total #of Employees	
Subcontractor/Major Sup	upplier Plan submitted by:	
Printed Name:		1
Signature:	Date:	Ĭ
. of: L		

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Title:	Phone:
Name:	Email:

Page 2 of 5

Subcontractor/Supplier Plan



### OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd	Subcontractors/Major Vendors Supplier Plan submitted by:	
	ns .	
	Section II.	

Description	Your Bid/Proposal Amount \$			tractors: (Attach additional pages if necessary)
1 1 1	Your E	Description	Name of Bidder/Proposer:	() .stotoethough the following subcontractors.

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be % Of Your Performed Bid	% Of Your Bid	DBE?	Verification Only
					U	

Page 3 of 5 Subcontractor/Supplier Plan



# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

# Subcontracting and Major Supplier Plan

# Form 2: Good Faith Effort Documentation

Name of Bidder:Email	s or suppliers to reach	YES (□) NO (□) Did you do these suggested areas for DBE recruitment and engagement	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform  DBEs of contracting and subcontracting opportunities.	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing	<b>SMALL CONTRACT(S):</b> The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.
Name	Contac Pleas	YES							



## OFFICE OF SUPPLIER DIVERSITY

### CITY OF MOBILE

# Subcontracting and Major Supplier Plan

### CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

- Name, address, email address and telephone number
   A description of information provided by the bidder/proposer or subcontractor; and
- A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

### Section 2(B)

if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements. There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

<ul> <li>Could not find sufficient DBEs to provide subcontracting or supplier services.</li> </ul>	DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.  Please indicate additional efforts you have taken to recruit and engage DBEs.	
ا	D Please in	ļ

Subcontractor/Supplier Plan Page 5 of 5

### SECTION 00500 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

### **PART 1 GENERAL**

A. This section includes the STANDARD FORM OF AGREEMENT BETWEEN OWNER and CONTRACTOR, AIA Document A101, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.



# Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the day of (In words, indicate day, month and year.) in the year

#### **BETWEEN** the Owner:

(Name, legal status, address and other information)

City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827

and the Contractor:

(Name, legal status, address and other information)

City of Mobile Business License Number: Secretary of State Registration Number:

for the following Project: (Name, location and detailed description)

Hope Community Center - Roof Improvements 850 Edwards Street Mobile, Alabama 36610 PR-074-23 For the removal and replacement of an existing roof at a community center,

The Architect:

(Name, legal status, address and other information)

Architectural Engineering Department P.O. Box 1827 Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

1

**User Notes:** 

#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted) (Paragraph deleted)

**User Notes:** 

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the and 00/100 Dollars (\$.00), subject to additions and deductions as Contract. The Contract Sum shall be provided in the Contract Documents.

Base Bid:

Contingency Allowance:

\$15,000.00

Total Contract Sum:

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Fifty-five thousand and 00/100 Dollars (\$55,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized steel metal deck (replace removed deck with 22-gauge galvanized deck). Include the removal and replacement of 1,000 square feet of metal deck in the Base Bid.	SF	\$
<ol> <li>Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 250 board feet of treated wood blocking in the Base Bid.</li> </ol>	BF	\$
3. Remove and replace one (1) square foot of 3" fiber deck (at the Gymnasium roof). Include the removal and replacement 80 board feet of 3" fiber deck in the Base Bid.	SF	\$

#### § 4.5 Liquidated damages:

**User Notes:** 

(Insert terms and conditions for liquidated damages, if any.)

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(1414622534)

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A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

#### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.
- § 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
  - 3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

**User Notes:** 

- For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- Retainage withheld pursuant to Section 5.1.7. .5

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

#### § 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

- § 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when
  - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
  - a Certificate of Substantial Completion has been issued by the Architect/Owner and the project .2 accepted.

### § 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

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**User Notes:** 

- a.) Contractor's Release or Waiver of Liens
- b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- •Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- •Any additional close out requirements per the contract documents; and
- •Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that ( ) has completed the contract for PR-074-23 - Hope Community Center - Roof Improvements. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

#### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

(Paragraph deleted)

Litigation in a court of competent jurisdiction [ X ]

#### § 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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#### TERMINATION OR SUSPENSION ARTICLE 7

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

#### § 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM P. O. Box 1827 Mobile, Alabama 36633-1827

#### § 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under workers' compensation, disability benefit and other similar employee benefit acts .1 that are applicable to the Work to be performed;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the .2 Contractor's employees;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other .3 than the Contractor's employees;
- Claims for damages insured by usual personal injury liability coverage; .4
- Claims for damages, because of injury to or destruction of tangible property, including loss of use .5 resulting therefrom;
- Claims for damages because of bodily injury, death of a person or property damage arising out of .6 ownership, maintenance or use of a motor vehicle;
- Claims for bodily injury or property damage arising out of completed operations; and .7
- Claims involving contractual liability insurance applicable to the Contractor's obligations under 8. Section 3.18 of the General Conditions of the Contract for Construction.

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The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- Workmen's Compensation Insurance: Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A. Bodily Injury by Accident \$1,000,000 each accident

B. Bodily Injury by Disease \$1,000,000 each employee

C. Bodily Injury by Disease \$1,000,000 each policy

- .3 United States Longshoreman's Harbor Worker's Act.
- Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A. Bodily Injury \$1,000,000 each person \$1,000,000 each occurrence

B. Property Damage \$1,000,000 each occurrence; or

C. Bodily Injury and Property Damage

\$1,000,000 combined single limit

- .6 Such comprehensive policy shall include the following:
  - A. All liability of the Contractor, for the Contractor's Direct Operations.
  - B. Subcontractor's Operations.
  - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
  - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
  - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
  - F. Broad Form Property damage Coverage, including Completed Operations.
  - G. Personal Injury Liability, with employee's exclusions removed.
  - H. Explosion and Collapse Hazard:

Included or X Not Applicable.

I. Underground Hazard:

Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

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- K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
- L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."
- The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A. Bodily Injury \$1,000,000 each person \$1,000,000 each occurrence

B. Property damage \$1,000,000 each occurrence; or,

B. Property damage \$1,000,000 each occurrence; or,
C. Bodily Injury and Property damage \$1,000,000 combined single limit

.8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property

damage

- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
  - A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
  - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
  - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
  - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

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- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD<sup>TM</sup> format shall be provided. The ACORD<sup>TM</sup> Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

**User Notes:** 

- 1. Bond shall be submitted with the executed agreement on provided form(s).
- Power of Attorney is required for both bonds.
- 3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
- 4. A Surety licensed to do business in the State of Alabama must execute the bonds.
- 5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
- 6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

#### § 8.6

(Paragraphs deleted)

Indemnification:

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide a minimum five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
  - .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

**User Notes:** 

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.3 Drawings

Number	Title	Date
A-1	ROOF PLAN	09/06/23

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09/06/23 **ROOF DETAILS** A-2

Specifications

Date Title Section

**GENERAL REQUIREMENTS DIVISION 1:** 

Summary of the Work Section 01010

Section 01210 Allowances Section 01220 **Unit Prices** 

Section 01310 Project Management & Coordination

Section 01330 Submittal Procedures Section 01710 Closeout Procedures Section 01731 Cutting and Patching Section 017839 **Project Record Documents** 

**DIVISION 2:** SITE CONSTRUCTION - NOT USED

**CONCRETE - NOT USED DIVISION 3: MASONRY - NOT USED DIVISION 4:** METALS - NOT USED **DIVISION 5: DIVISION 6:** WOOD AND PLASTICS

Division 06100 Rough Carpentry

THERMAL & MOISTURE PROTECTION **DIVISION 7:** 

Polyvinyl-Chloride (PVC) Roofing Section 075419 Section 07620 PVC-Coated Flashing and Sheet Metal

DOORS & WINDOWS - NOT USED **DIVISION 8:** 

**FINISHES DIVISION 9:** 

SPECIALTIES - NOT USED **DIVISION 10: EQUIPMENT - NOT USED DIVISION 11: FURNISHINGS - NOT USED DIVISION 12:** 

SPECIAL CONSTRUCTION - NOT USED **DIVISION 13: CONVEYING SYSTEMS - NOT USED DIVISION 14:** 

MECHANICAL - NOT USED **DIVISION 15: DIVISION 16: ELECTRICAL - NOT USED** 

Specifications

(Row deleted)

Date **Title** Section

Date Number

Addendum #

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Other Exhibits:

EXHIBIT 1: August 23, 2023 FIELD REPORT BY ROOF ASSET MANAGEMENT, INC.

(Paragraphs deleted)

§ 9.2

User Notes:

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

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**Pages** Title Date **Document** 

N/A

#### § 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™\_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

#### BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018

Supplementary Instructions to Bidders Section 00300

Section 00400 Bid Form

Accounting of Sales Tax Form C-3A

Supplier Diversity Subcontracting and Major Supplier Plan Standard Form of Agreement Between Owner and Contractor

Section 00500 AIA Document A101

Bonds, Certificates and Affidavits Section 00600

Performance Bond

Labor and Material Payment Bond E-Verify Documentation (Sample)

Application and Certificate for Payment-AIA Document G702and G703

with DBE Utilization Report

Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-

AIA Document G706

Contractor's Affidavit of Release of Liens-AIA Document G706A

Consent of Surety to Final Payment-AIA Document G707

Request for Taxpayer Identification Number and Certification W9 Tax

Form and City of Mobile Vendor Information Form

General Conditions of the Contract for Construction-Section 00700

AIA Document A201

#### § 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting

therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above. Legal Name of Party to Contract: Contractor: City of Mobile CONTRACTOR **OWNER** (Signature) William S. Stimpson, Mayor (Printed name and title) (Rows deleted) (Printed name and title) ATTEST: City Clerk STATE OF ALABAMA COUNTY OF MOBILE Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date. Sworn to and subscribed for me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

**User Notes:** 

#### SECTION 00600

#### BONDS, CERTIFICATES AND AFFIDAVITS

#### **PART 1 GENERAL**

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

#### 1.1 FORMS

- A. PERFORMANCE BOND. Owner's modified Performance Bond form.
- B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.
- C. E-Verify Documentation (Sample)
- D. APPLICATION AND CERTIFICATION FOR PAYMENT AIA Document G702 and AIA Document G703 (with DBE Utilization Report).
- E. CERTIFICATE of SUBSTANTIAL COMPLETION AIA Document G704-2017
- F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AIA Document G706
- G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA Document G706A.
- H. CONSENT OF SURETY TO FINAL PAYMENT AIA Document G707
- Request for Taxpayer Identification Number and Certification, W-9
   Form, and City of Mobile Vendor Information Form

## **PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS:	That the	Contractor,ed the Principal, and	
p. O. Box 1827, Mobile, AL 36633, hereinafter called to Dollars (\$00) for payment of which we bind cassigns for the faithful performance of a certain writter between the Principal and the City of Mobile for furnish performing all Work required to properly complete City (PR-074-23) 850 Edwards Street, Mobile, Alabama 36 reference and is made a part hereof as if fully copied in	the Surety I the Own ourselves, n Contrac hing all la y of Mobil 6610, a co	y, are held and firmly bour er, in the penal sum of, , our heirs, executors, adn it dated the day of _ lbor, material, equipment a e, Hope Community Cent	and unto the City of Mobile, and xx/100 ninistrators, successors, and , 2023 entered into and insurance and er – Roof Improvements
NOW, THEREFORE, the condition of this obligation is conditions of the Contract in all respects on its part an performance of such Contract on account of labor and obligations of every form, nature and character, and so nature, kind and character which may be incurred in corrother such and liability resulting from negligence or harmless the Owner from all cost and damage which is perform said contract and shall fully reimburse and reglescription which may be incurred by the Owner in matthe Principal in connection with the performance of sacialisms of all persons, firms, partnerships, or corporation with the performance of the Contract, and that the failst corporations shall give them a direct obligation; and pof any default whatever shall be brought on this bond Contract falls due, and provided, further, that if any alt in the work to be done under it, or the giving by the Owner of the Contract or any other forbearance being expressly was the performance of all covenants, terms and condition null and void.  In addition to any other legal mode of service, service Mobile County may be had on the Contractor or the Scomplaint or other pleading or process with the Mayor and Surety to the mode of service above described an contractor or surety. This Bond is given pursuant to the	nd shall further was a connection of the wise may be so pay the Coaking good aid Contrations for all ure to do provided, it after two terations where of an aived. This herein is a cof summ for the Cind that the connection of the Cind that the connection	ally pay all obligations incurs used in connection there harmless the Owner from high with the performance or e on the part of such Princuffered by reason of the father for all expenditures and any and every default whict; and further that the Princuffered and mat so with such persons, firm however, that no suit, active years from the date on who additions which may be any extensions of time for the soligation shall remain is stipulated and after such persons, and other process in the bond by leaving a copity of Mobile which shall be service shall be the same	rred in connection with the ewith, and all such other all and any liability of every fulfillment of such Contract cipal and further save ailure to fully and completely of every kind, character, and which may exist on the part of incipal shall pay all lawful erial furnished in connection as, partnerships or on, or proceedings by reason hich the final payment on the emade under the Contract, or the performance of the in full force and effect until performance, it shall become civil actions brought in any of the summons and ind the principal Contractor he as personal service on the
EXECUTED IN FOUR (4) COUNTERPARTS.			
SIGNED, SEALED AND DELIVERED this	day of _		2023.
CONTRACTOR AS PRINCIPAL		SURETY Company:	
Company: (Corporate Seal)		Company	(Corporate Seal)
By:(Signature)	=8	By:(Signat	
Name and Title:	*	Name and Title:	
Resident Agent:(Signature)	ğ.	Owner's Representative	Cassie Boatwright, Director
Name and Title: Company Name: Address:	2 2 3	Owner a representative.	AE Department PO Box 1827 Mobile, AL 36633 251-208-7454
Phone and Fax:			201 200 1 70 7

#### LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable. KNOW ALL MEN BY THESE PRESENTS: That the Contractor, \_ , as Principal, and as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of \_\_\_\_\_ and xx/100 (\$\_\_\_\_\_.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the \_\_\_\_ day of \_ 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Hope Community Center - Roof Improvements, 850 Edwards Street, Mobile, Alabama 36610, which, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations. (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon. (b) The Principal and Surety hereby designate and appoint Attorney-In-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute. (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract. (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended. **EXECUTED IN FOUR (4) COUNTERPARTS.** SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_ SURETY CONTRACTOR AS PRINCIPAL Company: Company: \_ (Corporate Seal) (Corporate Seal) (Signature) (Signature) Name and Title: Name and Title: Owner's Representative: Cassie Boatwright, Director Resident Agent: (Signature) AE Department PO Box 1827 Name and Title: Mobile, AL 36633 Company Name: \_\_\_\_\_ 251-208-7454 Address: \_\_\_ Phone and Fax:





#### Company ID Number:

## Approved by:

Employer	638
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security Division	
Name (Please Type or P	Title
Signature	Date





#### Company ID Number:

Information Required for the E-Verify Program						
Information relating to your Company:						
Company Name						
Company Facility Address						
Company Alternate Address						
County or Parish						
Employer Identification Num						
North American Industry Classification Systems Code						
Parent Company						
Number of Employees						
Number of Sites Verified for						

TO OWNER   City of Mobile   PROJECT;   APPLICATION NO;   Distribution to:
County of:  worn to before me this day of expires:
before me this
ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED\$
DEDUCTIONS  (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)  ARCHITECT:
By: Date:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
THE AMERICAN OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292 USERS MAY Obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
ICTIONS AAA Document D4

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Ι	RETAINAGE (IF VARIABLE RATE)		
Н	BALANCE TO FINISH (C - G)		
	(G ÷ C)		
Ð	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		
ניי	MATERIALS PRESENTLY STORED (NOT IN D OR E)		
щ	4PLETED THIS PERIOD		
Q	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		
C	SCHEDULED VALUE		
ď	DESCRIPTION OF WORK	GRAND TOTALS	
	NO.		

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE DBE Compliance DBE UTILIZATION REPORT

Return to Office of Supplier Diversity Via email: archnique.kidd@cityofmobile.org

or P.O. Box 1948 Mobile, AL 36633

	Date:	ור	OFFICE USE ONLY (Verification)		each DBE firm.	OFFICE USE ONLY (Verification)						INSPECTION BY				
Contract Start Date:	Estimated Completion Date:	FINAL	Payments to Date from City of Mobile		ictual amount paid to a	PAYMENTS TO DATE	\$	w	<b>\$</b>	\$	\$	AND IS AVAILABLE FOR				
YES NO		OCT NOV DEC	Paymer	w	E goal credit. List a ing made in DBE pa	DBE PAYMENTS THIS REPORT						ENTATION IS ON FILE				
Certified DBE:		JULY AUG SEPT	Final Contract Amount (include contract changes)		not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. a narrative description of the progress being made in DBE participation.	DBE SUBCONTRACT AMOUNT   DBE	w	\$	₩.	··	\$	RRECT. SUPPORTING DOCUME			(Date)	DBE Utilization Report
		JAN APR FEB MAY MARCH JUNE	Total Amount of Contract Changes (change orders or amendments)	<b>S</b>		DBE DESCRIPTION OF WORK DBE	w	w	vs.	v	v.	I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.		S	(Title)	JO
CONTRACTOR:	DESCRIPTION:	This report is for the month of: (CHECK ONE):	Original Contract Amount	v	Instructions: List all DBEs utilized on the contract, whether or If the established Percentage is not being met, please include	DBE SUBCONTRACTOR DBE DE					TOTALS	I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AI CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.	PRINT NAME:	SIGNATURE		

# **Certificate of Substantial Completion**

Contract For: C			
Date.			
ARCHITECT: (na	ame and address)	CONTRACTOR: (name	and address)
the stage in the progress ints so that the Owner contesting that the owner contesting the standard that is substantially contesting that is substantially contesting the stage of the stage	of the Work when the Work an occupy or utilize the Wor late established by this Certi	or designated portion is k for its intended use. Th	sufficiently complete in
ATURE	PRINTED NAME AND TITLE	DATE OF SUBSTAN	TIAL COMPLETION
except as stated below: ence on the date of Sub CTED ected is attached hereto	stantial Completion, if any, a	and indicate their date of	commencement.)
e agreed to in writing, t cate of Payment or the	he date of commencement o date of final payment, which	f warranties for items on never occurs first. The Co	the attached list will be ontractor will complete of
d or corrected: \$			
al and insurance counse ractor shall be responsi er and the Contractor for rials as required to prove responsible for general	el should review insurance reble for damages to the Work a Stipulated Sum, Article Stide repairs to the work for esecurity, heat, and utilities a	equirements and coverage and providing all Insura 3.5.1, until Final Payment one calendar year following the facility.	e.) Ince required under the t. The Contractor shall ng the substantial
GNATURE	PRINTED NAME AN	TITLE DATE	
GNATURE	Assistant Director		
	Contract For: C Date:  ARCHITECT: (not be eviewed and found, to the stage in the progress of the stage in the progress of the stage in the progress of the stage in the Owner control of the stage of Popular of Substantially control of the stage of Popular of the stage of the Substantial of the stage of Popular of the stage of the	eviewed and found, to the Architect's best knowledge to stage in the progress of the Work when the Work into so that the Owner can occupy or utilize the Work esignated below is the date established by this Certificat is substantially complete.)  ATURE PRINTED NAME AND TITLE  The Project or portion designated above is also the except as stated below: ence on the date of Substantial Completion, if any, of the except is attached hereto, or transmitted as agreed up the dor corrected.)  The contractor of the date of final payment, which tached hereto within ( ) days from the dor corrected:  Contractor for security, maintenance, heat, utilities, and and insurance counsel should review insurance retractor shall be responsible for damages to the Work for or responsible for general security, heat, and utilities are sept the responsibilities assigned to them in this Certain Cynthia L. Klotz, A Assistant Director	Contract For: Construction Date:  ARCHITECT: (name and address)  CONTRACTOR: (name eviewed and found, to the Architect's best knowledge, information, and belie the stage in the progress of the Work when the Work or designated portion is nits so that the Owner can occupy or utilize the Work for its intended use. The esignated below is the date established by this Certificate.  ATURE  PRINTED NAME AND TITLE  DATE OF SUBSTANTIAL PRINTED NAME AND TITLE  CITED  The Project or portion designated above is also the date of commencement of except as stated below: ence on the date of Substantial Completion, if any, and indicate their date of except as stated below: ence on the date of Substantial Completion, if any, and indicate their date of except is attached hereto, or transmitted as agreed upon by the parties, and ideated or corrected.)  CITED  The contractor of the date of final payment, whichever occurs first. The Contractor of Payment or the date of final payment, whichever occurs first. The Contractor for security, maintenance, heat, utilities, damage to the Work, in all and insurance counsel should review insurance requirements and coverage ractor shall be responsible for damages to the Work and providing all Insuraer and the Contractor for a Stipulated Sum, Article 8.5.1, until Final Payment responsible for general security, heat, and utilities at the facility.  CONTACTOR:  CONTRACTOR: (name  CON

# Contractor's Affidavit of Payment of Debts and Claims

(AIA Document G706A).

PROJE	CT: (Name and address)	ARCHITECT'S PROJECT	NUMBER:	OWNER: ☐ ARCHITECT: ☐
то ow	NER: (Name and address)	CONTRACT FOR: Gener CONTRACT DATED:	al Construction	CONTRACTOR:
STATE				
otherw for all the per	ise been satisfied for all mater known indebtedness and clain	rials and equipment furnis as against the Contractor	shed, for all work, la for damages arising	nade in full and all obligations have abor, and services performed, and in any manner in connection with 's property might in any way be
EXCEP	TIONS:			
1.	ORTING DOCUMENTS ATT  Consent of Surety to Final I Surety is involved, Consent required. AIA Document C Surety, may be used for this te Attachment	Payment. Whenever of Surety is 3707, Consent of	CONTRACTOR:	(Name and address)
			BY:	
	llowing supporting documents if required by the Owner:	should be attached	(Signatur	e of authorized representative)
1.	Contractor's Release or Wa		(Printed	name and title)
2.	Separate Releases or Waive Subcontractors and materia suppliers, to the extent requ accompanied by a list there	l and equipment iired by the Owner,		sworn to before me on this date:
2	•		Notary Public:	- Euniros
3.	Contractor's Affidavit of R	elease of Liens	My Commission	n Expires:

# Contractor's Affidavit of Release of Liens

PROJEC	CT: (Name and address)	ARCHITECT'S PROJE	CT NUMBER:	OWNER:				
		CONTRACT FOR: Ger	1	ARCHITECT:				
		Construction	ICIAI	CONTRACTOR:				
TO OW	NER: (Name and address)	CONTRACT DATED:		SURETY:				
				OTHER: □				
STATE								
listed be of mate encumb	The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.							
EXCEPT	TIONS:							
SUPPO 1.	RTING DOCUMENTS ATTAC Contractor's Release or Waiver conditional upon receipt of fina	of Liens,	CONTRACT	OR: (Name and address)				
2.	Separate Releases or Waivers o		BY:					
	Subcontractors and material and suppliers, to the extent required			(Signature of authorized				
	accompanied by a list thereof.	by the Owner,		representative)				
				(Printed name and title)				
			Subscribed	and sworn to before me on this date:				
			Notary Pub	lic: ssion Expires:				



# Consent Of Surety to Final Payment

	J	
PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	
		OWNER:
TO 01111-	CONTRACT FOR: General Construction	ARCHITECT:
TO OWNER: (Name and address)	CONTRACT DATED:	CONTRACTOR:
		SURETY:
		OTHER:
In accordance with the provisions of the (Insert name and address of Surety)	Contract between the Owner and the Contractor as indicated al	bove, the
on bond of (Insert name and address of Contractor)		, SURETY,
hereby approves of the final payment to the Surety of any of its obligations to (Insert name and address of Owner)	: Contractor, and agrees that final payment to the Contractor s	, CONTRACTOR, hall not relieve the
is set forth in said Surety's bond.		, OWNER,
N WITNESS WHEREOF, the Surety has h Insert in writing the month followed by the	ereunto set its hand on this date: numeric date and year.)	
	(Surety)	
	(Signature of authorized represe	untativa)
ttest:	Oprac	munve/
eal):	(Printed name and title)	

# (Rev. December 2011) Department of the Treasury

# **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

nternal	Revenue Service									(
	Name (as shown	on your income tax return)								
9.5.	Business name/di	sregarded entity name, if different from above								
Print or type Specific Instructions on page	Individual/so	lity company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)				· · · · · · · · · · · · · · · · · · ·		Dε	xempt	payee
두	Other (see in	nstructions) ► Rec	quester's	s name	e and a	ddress (	optio	nal)		
ecif	Address (number	Silvert, and april of some not,								
See Sp	City, state, and Z	P code								
	List account num	ber(s) here (optional)								
Par	Тахр	ayer Identification Number (TIN)	T e	ocial s	ecurity	numbe	er.			
1000	mark the state of		ie 📴	OCIAI S	ecui ity	T	_	Ī	T	
		phrophiate box. The this provides that most mark properties of a colding. For individuals, this is your social security number (SSN). However, for a phretor, or disregarded entity, see the Part I instructions on page 3. For other phretor, or disregarded entity, see the Part I instructions on page 3.				-		-		
entitie	s, it is your emp	oyer identification number (EIN). If you do not have a number, see How to get a								
TIN o	page 3.	the short on page 4 for quidelines on whose	E	mploy	er iden	tificatio	n nu	mber		
Note. numb	If the account is er to enter.	in more than one name, see the chart on page 4 for guidelines on whose			-					
Par	t   Certi	fication								
	111	jury, I certify that:	number	to be	issue	d to me	e), ar	nd		
1. Th	e number showr	on this form is my correct taxpayer identification number (or I am waiting for a n		t bas	n notif	iod by	the l	ntern	al Re	venue
Se	rvice (IRS) that I	backup withholding because: (a) I am exempt from backup withholding, or (b) I ham subject to backup withholding as a result of a failure to report all interest or cobackup withholding, and	nave no dividen	ds, or	(c) the	RS h	as no	otified	i me i	hat I am
3. la	m a U.S. citizen	or other U.S. person (defined below).			41	المحاتان	to be	aokur	o with	holding
Certi beca intere gene	fication instructuse you have fail	cions. You must cross out item 2 above if you have been notified by the IRS that ed to report all interest and dividends on your tax return. For real estate transacti ion or abandonment of secured property, cancellation of debt, contributions to a other than interest and dividends, you are not required to sign the certification, bu	n indivi	idualı	rotirom	ent arr	ange	ement	t (IRA	and
Sign		n >								
Ge	neral Instru	Note. If a requester give your TIN, you must use	es you the re	a for quest	n othe er's fo	r than I m if it	Form	ı W-9 ıbstar	to re	quest similar

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# CITY OF MOBILE, AL VENDOR INFORMATION FORM

Company Information:	
1. City Vendor Number:	
2. Name of Company:	
3. Company D.B.A. Name, if any:	
4. Mailing Address:	5. Remittance Address:
6. Telephone:	7. Fax
8. Main Email:	
Primary Contaci:	
9. Contact Name and Title:	
10. Contact Phone:	11. Contact Fax:
12. Contact Email:	
Alternate Contact (if applicable):	
13. Alt. Contact Name and Title:	
	*
14. Alt. Contact Phone:	15. Alt. Contact Fax:
16. Alt. Contact Email;	
City of Mobile Business License Information:	*
17. City of Mobile Business License No. (if required):	

Please attach additional sheets if necessary.

#### SECTION 00700

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA DOCUMENT A201 - 2007

#### **PART 1 GENERAL**

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.



# General Conditions of the Contract for Construction

for the following PROJECT: (Name and location or address)

#### THE OWNER:

(Name, legal status and address)
City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

THE ARCHITECT:

(Name, legál status and address)

This document has important legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.

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- GENERAL PROVISIONS
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- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
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- 15 CLAIMS AND DISPUTES

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init.

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### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1:1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, Project Manual, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- § 1.3 CAPITALIZATION Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.
- § 1.4 INTERPRETATION In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to. use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.
- § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

- § 2.1 GENERAL § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.
- § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
- § 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract: Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

- § 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, site, as may be required. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
  - § 2.2.5 Unless otherwise provided in the Contract Documents, the The Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 up to ten copies of the drawings and specifications as required for Contractor's execution of the Work. Any additional sets of documents that the contractor desires for construction of the Project will be issued to contractor at actual printing and handling costs.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

- § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
- § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience and character of the Contractor's project manager, superintendent and engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4 LABOR AND MATERIALS

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them them.
- 3.4.4 The Contractor's or his Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.
- 3.4.5 Any project manager, superintendent, engineer, foreman or workman employed by the Contractor or by a subcontractor who, in the sole opinion of the Architect, does not perform his Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s) falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall, at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.
- 3:4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due the Contractor or may suspend the Work until such orders are complied with.
- 3.4.7 Contractor shall abide by provisions of Section 14-1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Contractor on the Bid Form (Section 00410).

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

User Notes:

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for City of Mobile building permit without cost, and shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. -
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

Allowances allowances shall cover the cost to the Contractor of materials and equipment delivered at .1 the site and all required taxes, less applicable trade discounts;

Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

Whenever whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.
- § 3.9 SUPERINTENDENT
- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
- § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES
- § 3.10.1 The Contractor, promptly within ten (10) business days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
- § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

- § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals

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upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications. Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or. "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the contractor requires for his own use.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor

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shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

- § 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3,16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

- § 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by-a party indemnified hercunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this Section 3.18.
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be

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liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utilities costs until the Project is accepted by the City of Mobile.

#### ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

- § 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer or Landscape Architect.
- § 4.12 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, medified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
- § 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. (1) during construction (2) until all conditions necessary for the final completion and payment have been fulfilled and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Documents unless otherwise modified in writing in accordance with other provisions of the Contract.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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### ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1:1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

# § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practionble after award of the Contract, The apparent low bidder, within (3) days after bids are opened shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.23 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall may be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner-shall nevertheless remain legally responsible for all of the successor contracter's obligations under the subcontract

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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- § 6.2/1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2:5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

### ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The total of all Change Orders on each contract shall not exceed ten percent (10%) of the contract price for each project and shall be subject to at least one of the following criteria:

Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.

Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.

Emergencies arising during the course of the Work on the Contract.

- Changes or Alternates provided for in the original bidding where there is no difference in price on 4 the Change Order from the original best bid on the Alternate.
- Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

The change in the Work; .1

The amount of the adjustment, if any, in the Contract Sum; and .2

The extent of the adjustment, if any, in the Contract Time. .3

- There shall be attached to each Change Order a signed statement from the Architect containing the following:
  - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
  - A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
  - C. A statement that all prices have been reviewed and found reasonable, fair and equitable and recommending approval of the same.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to .1 permit evaluation;

Unit prices stated in the Contract Documents or subsequently agreed upon;

.2 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or .3 percentage fee; or

As provided in Section 7.3.7.

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§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall-may be equitably adjusted.

§ 7.3:5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and 15% mark-up on a Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or .2 eonsumed:actually incorporated or consumed in the work;

Rental costs of machinery and equipment, exclusive of hand tools, whether rented from by the .3 Contractor or others;

Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to A the Work; and

Additional costs of supervision and field office personnel directly attributable to the change. .5

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

#### ARTICLE B TIME

§ 8.1 DEFINITIONS

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
  - No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
- The Work shall be commenced within ten (10) days of the date of a written Notice to Proceed.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

#### 8.4 LIQUIDATED DAMAGES

Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges.

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Therefore, a time charge equal to \$250.00 per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than 30 days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not s a penalty, but as liquidated damages sustained.

## ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unit Prices and Allowances, if stated in the Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 APPLICATIONS FOR PAYMENT

- § 9.3.1 At least ten days before the date established for each progress payment, the The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the on the first of each month; for Work done through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section 9.2, 9.2.. for completed portions of the Work. Such application shall be notarized, if required, notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as-copies of requisitions from Subcontractors subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents and documents as follows:
- Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the work completed); and
- The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.
- § 9.3.1.1 As provided in Section 7.3.9, such Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Work, which have been authorized and approved by properly executed Change Order(s).
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. Such applications may Include requests for payment on account of changes in the Work, which have been authorized and approve by properly executed Change Order(s).
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon 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, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

defective Work not remedied; .1

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third party claims filed or reasonable evidence indicating probable filing of such claims unless .2 security acceptable to the Owner is provided by the Contractor;

failure of the Contractor to make payments properly to Subcontractors or for labor, materials or

reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; :4

damage to the Owner or a separate contractor;

.5 reasonable evidence that the Work will not be completed within the Contract Time, and that the .6 unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

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Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment,

§ 9.6 PROGRESS PAYMENTS

- § .9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- § 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, Architect then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall may be extended appropriately and the Contract Sum shall may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Work
- § 9.9 PARTIAL OCCUPANCY OR USE
- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.
- § 9.10 FINAL COMPLETION AND FINAL PAYMENT
- § 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- §-9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcentractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees payment. (5), contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers (7) written warranty on Contractor's letterhead covering materials and labor for one year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for four (4) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, Contractor, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; .1

failure of the Work to comply with the requirements of the Contract Documents; or .2

terms of special warranties required by the Contract Documents. .3

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except: those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

## § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

employees on the Work and other persons who may be affected thereby; .1

the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

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- § 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- § 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) loss) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.
- § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY If either party 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 not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- § 10.3 HAZARDOUS MATERIALS § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PGB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.
- § 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect bave no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up-start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance,

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against olaims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of badily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, less or expense is attributable to bedily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work-itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party scoking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.
- § 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 EMERGENCIES

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall may be determined only as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workers' compensation, disability benefit and other similar employee benefit acts that .1

are applicable to the Work to be performed;

Claims for damages because of bodily injury, occupational sickness or disease, or death of the .2 Contractor's employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than ,3 the Contractor's employees;

Claims for damages insured by usual personal injury liability coverage;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for bodily injury or property damage arising out of completed operations; and .7

Claims involving contractual liability insurance applicable to the Contractor's obligations under .8 Section 3.18.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage"

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n bo ductions	by a Res	secretary of the State of Alabama, with the Resident	surance produced out of the State of Alabania must be signed dent Agent's name, address and telephone number typed or
nted on the fac	e of the	Certificate of Insurance.	
VV			ability Insurance: - Statutory-amount and coverage as require
in of place in	which th	e Work is performed.	
law or place in			
. 2	Emplo	yee's Liability Insurance shall be provide	led for limits of liability not less than:
£1.	Α	Bodily Injury by Accident	\$1,000,000 each accident
			\$1,000,000 each employee
	B.	Bodily Injury by Disease	31,000,000 each chipleyee
141		Street as aboli peruido Broad Form (co	mmonly termed Comprehensive) General Liability Insurance
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	Dodlin	Initia	\$1,000,000 each person
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	-	LiDimos	\$1,000,000 each occurrence; or
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		comprehensive policy shall include the	following:
4.	Such	comprehensive policy shall include the	IOIIOVINIG.
		All liability of the Contractor, for the	Contractor's Direct Operations.
	A	All liability of the Contractor, for the	CONTRACTOR S DIVEST COSCIONATION
	В.	Subcontractor's Operations.	eby meaning any loss which shall occur after the contract
1	C.	Completed Operations Cover, ther	eby meaning any loss which shall dead and the
No.	100	has been completed, but which ca	n be traced back to the Contractor under Hold
1 10 740	D.	Contractual Liability, meaning ther	eby; any risk assumed by the Contractor under Hold
		Harmless Agreements or any other	r assumption of liability, but specifically Items
		11 1 1 8 3G herein below	
	E.	Broad Form Property damage Con	verage, including Completed Operations.
	F.	to and taken I lability with omn	OUGG'S AVCILISIONS TAMOVAU.
	G.	The Contractor shall indomnify an	d save harmless the Owner against all loss, cost, or
		demonant on account of injuries to	nersons of orderly occurring in the performance of
		the Contract, including all reasons	ble attorney's fees incurred by the Owner, on account
		thereof.	*
	U	-Explosion and Collapse Hazard:	
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_ X4			
		a to the second of	hall require that all Subcontractors and all Owners of
5	The	Contractor shall carry for nimself and s	the Contract is completed. Comprehensive
utomobiles or	trucks re	nted or hired on the contract carry until	the Contract is completed. Comprehensive
mounte ac ind	inated	he Contractor and Subcontractor shall	also carry for thereserves modulates
nd hired autor	nobile:at	he limits of liability as indicated below:	
	Α.	Bodily Injury	\$1,000,000 each person
			\$1,000,000 each occurrence
	B.	Property damage	\$1,000,000 each occurrence; or,
		Bodily Injury &	
	C.		\$1,000,000 combined single limit
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6.		Property damage	\$2,000,000 limit

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- The Contractor shall carry for the Owner, himself, and all Builder's Risk Coverage. Subcontractor's a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrications or erection of any equipment.
  - A Surety authorized to do business in the State of Alabama shall furnish the required insurance.
- The ACCORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M, best Company, Inc., if the bid price exceeds \$50,000.00
- § 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
- § 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations; shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- § 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's eonsultants Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.
- § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROPERTY INSURANCE

- § 11:3.1 Unless otherwise provided, the Owner The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. deductibles (See 11.1.1 Supplement Builder's Risk Coverage). Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
- § 11.3.1:1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

- § 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.
- § 11.3.1.3 If the property insurance requires deductibles, the Owner-Contractor shall pay costs not covered because of such deductibles.
- § 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner, this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

- § 11.3.4 If the Contractor requests in writing that insurance for risks other than these described herein or other special causes of loss be included in the property insurance policy, the Owner-shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- § 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
- § 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable

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conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days? prior written notice has been given to the Contractor.

§ 11.3.7 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 described in Article 6, 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 property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, 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 a 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.

- § 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- § 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bend for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.
- §-11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

- § 11.4.1 The Owner shall have the right to require the Contractor to Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract thereunder.
- § 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- The Labor and Material Payment Bond and Performance Bond shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than \$10,000.00
  - Cost of the bonds shall be included in the bid.
  - Bonds shall be submitted with the executed agreement on provided form(s).

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- Power of Attorney is required for both bonds.
- A Surety authorized to do business in the State of Alabama shall furnish both bonds.
- A Surety licensed to do business in the State of Alabama must execute the bonds.
- Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
- The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
- The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

- § 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction 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.

### § 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4

State of Alabama.

§ 13.2 SUCCESSORS AND ASSIGNS

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal. representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.
- 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

- § 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- § 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

- § 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.
- § 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.
- § 13:5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- 13.5.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2007 as amended by the Owner and is available to Contractor on request.
- 13.5.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect. Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing Conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and "Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

#### 13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD As between the Owner and Contractor: Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

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Between Substantial Completion and Final Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event snot later than the date of issuance of the final Certificate for Payment; and

After Final Payment. As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

Issuance of an order of a court or other public authority having jurisdiction that requires all Work to .1

be stopped;

.3

An act of government, such as a declaration of national emergency that requires all Work to be .2

Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of stopped; the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not

made payment on a Certificate for Payment within the time stated in the Contract Documents; or The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable .4

evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. executed.

§ 14.1:4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

fails to make payment to Subcontractors for materials or labor in accordance with the respective ..2 agreements between the Contractor and the Subcontractors;

repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

Exclude the Contractor from the site and take possession of all materials, equipment, tools, and

construction equipment and machinery thereon owned by the Contractor;

Accept assignment of subcontracts pursuant to Section 5.4; and . 2

Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written .3 request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall-may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

that performance is, was or would have been so suspended, delayed or interrupted by another cause

for which the Contractor is responsible; or

that an equitable adjustment is made or denied under another provision of the Contract. .2

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

cease operations as directed by the Owner in the notice; .1

take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; .2

except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed termination.

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### ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief-with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15:1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of .1 such persons; and

damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

User Notes:

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

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rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

- § 15.2.2 The Initial Decision Maker Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, Architect reasonably concludes that, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefore; therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demund fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.
- § 15.3 MEDIATION
- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall not be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in

writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of logal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 16.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

- § 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

# SECTION 01010 SUMMARY OF THE WORK

#### PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

# 1.2 CONTRACT

A. EXISTING ROOF CONSTRUCTION:

# **GYMNASIUM (UPPER ROOF AREA)**

- Steel bar joists
- o 3" cementitious wood fiber deck (Tectum)
- Tapered polyiso insulation
- 1" perlite insulation
- o 1/2" built-up roofing
- o 1" polviso insulation
- o Thermoplastic single-ply membrane

# SCOPE OF THE WORK (UPPER ROOF AREA) - COMPLETE TEAR-OFF:

Tear off and replace the roof system across the entire upper roof. This work will include the following activities:

- Remove and dispose of the existing roof membranes, cover board, rigid insulation, and edge flashing, down to the existing 3" cementitious fiber deck.
- b) Inspect the existing cementitious fiber deck for unacceptable levels of moisture or deterioration. Remove, dispose of, and replace deteriorated 3" fiber deck, carefully documenting the quantity of new roof deck required, for subsequent reconciliation of Unit Prices (see SECTION 01220 UNIT PRICES).
- c) Remove abandoned roof penetrations, curbs, etc., and provide new roofing over abandoned openings.
- d) Install tapered and flat polyiso insulation and cover board, attaching it to the existing deck substrate (pending a required pull test and replacement of deteriorated decking), using the manufacturer's low-rise foam adhesives. The new tapered and flat insulation should provide positive slope and the required minimum R-Value (R-25). See the Roof Plan for approximate thicknesses of insulation above the existing Tectum deck. (Note: if new polyisocyanurate insulation is installed in layers, stagger the insulation board joints between successive layers).
- e) Remove and replace all rotten or otherwise unsuitable wood blocking. Install additional blocking if necessary at roof edges to accommodate any greater thickness of rigid insulation. Raise all roof penetrations, plumbing vents, equipment curbs, etc. as necessary, in order to achieve the minimum height above the new roof system, as prescribed by the roof manufacturer. Carefully document the quantity of new blocking required, for subsequent reconciliation of Unit Prices (see SECTION 01220 UNIT PRICES).
- f) Install new PVC-coated edge flashing around perimeter of gymnasium roof (see ROOF EDGE DETAIL 1/A-1).
- g) Fully adhere 60-mil PVC single-ply membrane, again using the manufacturer's membrane adhesives.
- h) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars should be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

# **COMMUNITY CENTER (LOW ROOF)**

- Steel bar joists
- o 1-1/2" galvanized 22-gauge metal deck
- Tapered polyiso insulation (+/- 3" thickness)
- o 1" perlite insulation
- o 1.5" built-up roofing with embedded gravel surfacing
- o 1" polyiso insulation
- Thermoplastic single-ply membrane

# SCOPE OF THE WORK (LOW ROOF) - COMPLETE TEAR-OFF:

Tear off and replace the roof system across the entire lower roof. This work will include the following activities:

- a) Remove and dispose of the existing roof systems/membranes, rigid insulations, and edge flashing, down to the existing galvanized metal deck. Remove and dispose of the 4" cant at all locations.
- b) Inspect the existing galvanized metal roof deck for unacceptable levels of rust or other forms of deterioration. Remove, dispose of, and replace deteriorated 22-gauge metal roof deck, carefully documenting the quantity of new roof deck required, for subsequent reconciliation of Unit Prices (see SECTION 01220 UNIT PRICES).
- c) Install new tapered polyiso insulation and cover board over the existing galvanized metal deck (pending a required pull test and replacement of any deteriorated decking), using the manufacturer's required fasteners and induction weld plates. The new tapered insulation should provide positive slope and the required R-Value (R-25). See the Roof Plan for approximate thicknesses of insulation above the existing steel deck. (Note: if new polyisocyanurate insulation is installed in layers, stagger the insulation board joints between successive layers).
- d) Remove and replace all rotten or otherwise unsuitable wood blocking. Raise all roof penetrations, plumbing vents, equipment curbs, etc. as necessary, in order to achieve the minimum height above the new roof system, as prescribed by the roof manufacturer. Carefully document the quantity of new blocking required, for subsequent reconciliation of Unit Prices (see SECTION 01220 – UNIT PRICES).
- e) Attach a new 60-mil PVC membrane, using the induction welding method of attachment. (Note: all field welding shall be completed prior to the end of each day's application of membrane. Test welds shall be performed at membrane laps with test samples provided to the Owner, with the date and time of day for each test written on the sample. Test welds shall be performed no less than two (2) times per day once before lunch and once after lunch, or in accordance with the manufacturer's recommendations.)
- f) Install new PVC-coated edge flashing around perimeter of gymnasium roof (see ROOF EDGE DETAIL 1/A-1).
- g) Mechanically attach 1/2" high density polyisocyanurate cover board to the inside face of the perimeter parapet wall.
- h) Fully adhere 60-mil PVC to cover board at the inside face of parapet walls, using solvent-based adhesive, and wrap PVC over top of parapet.
- i) Install new PVC-coated edge flashing around perimeter of parapet (see PARAPET DETAIL 2/A-1).
- j) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars should be covered with new 24-gauge kynar-coated

counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

B. Contract Description: Stipulated sum.

# 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use during construction. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. The Contractor may work from dawn to dusk, seven days per week.

#### 1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

# 1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

## 1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Attach completed City of Mobile DBE Compliance DBE UTILIZATION REPORT.
- D. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

### 1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by Change Order. Authorized uses of funds in the Contingency Allowance do not require a Change Order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

#### COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

#### 1.9 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

# 1.10 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties, including Roof Consultant, Contractor, Owner, and Manufacturer's field representative.

### 1.11 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at preapproved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

# 1.12 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

## 1.13 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include

electronic and hard copies of all submittals.

# 1.14 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

#### 1.15 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

#### 1.16 PREPARATION

A. Prepare surfaces prior to applying next material installation.

# 1.17 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

#### 1.18 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

#### 1 19 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

# 1.20 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

# 1.21 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

# 1.22 TEMPORARY SANITARY FACILITIES

A. The Contractor may not use sanitary facilities located within the facility, but instead shall provide temporary sanitary facilities in a location to be selected with Owner input. Temporary facilities are to be maintained in a sanitary condition, including control of offensive odors.

### 1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to equipment/materials storage areas and to protect existing facilities and adjacent properties from dust, debris and damage.

#### 1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit unnecessary traffic or storage upon grass or paving surfaces.

#### 1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

### 1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants.
- B. Restore site to pre-construction condition. Fill ruts, repair damaged pavement, replace broken or damaged amenities, sod disturbed areas.

## 1.28 PARKING

A. Parking for Contractor's employees and construction vehicles will be provided within the parking lot at the front of the building.

# 1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

# 1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- Restore existing facilities used during construction to original condition.
   Restore permanent facilities used during construction to specified condition.

#### 1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

# 1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

### 1.33 SUBSTITUTIONS

A. Products by One Manufacturer are named in this document, in order to have them match existing adjacent products and in order to have the entire roof qualify for the Manufacturer's 20-year NDL warranty. Whichever of the approved manufacturer's products are being used, this practice should be applied.

# 1.34 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

# 1.37 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
  - a. As built drawings and specifications
  - b. Approved submittals
  - c. Warrantees and guarantees
  - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

#### 1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of five (5) years after the date of Substantial Completion of the entire project. Contractor shall promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.
- PART 2 PRODUCTS
  Not Used.
- PART 3 EXECUTION Not Used.

# SECTION 01210 ALLOWANCES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Allowances will be utilized to:
  - 1. Defer selection of certain items until more information is available.
  - 2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
  - 3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.
- B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

#### 1.3 ALLOWANCE

- A. Include in the Total Base Bid a stipulated allowance(s) as indicated on the Bid Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Bid), shall be added to the scope, and costs charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.
- B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.
- C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.
- D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

# 1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of any Allowance item must be complete to avoid delay.

#### 1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

#### PART 2 PRODUCTS

Not used

### PART 3 EXECUTION

### 3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

#### 3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

### 3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of ten thousand and 00/100 Dollars (\$10,000.00).

#### **SECTION 01220**

#### **UNIT PRICES**

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Measurement.
  - 2. Payment.

#### 1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment. Contractor must document quantities involved with photographs and measurements, or in some other manner satisfactory to the Owner.
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

# PART 2 PRODUCTS Not used

## PART 3 EXECUTION

## 3.1 UNIT PRICE SCHEDULE

- A. Remove and replace (1) square foot of rusted or otherwise unsuitable 22-gauge galvanized metal deck.
  - 1. Unit of measure: Per Square Foot.
  - 2. Basis of payment:
    - Contract Sum to be based on quantities of material provided and installed.
    - b. Provide for removal and replacement of 800 square feet of metal deck in the Base Bid.
    - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- B. Remove and replace (1) board foot of rotten or otherwise unsuitable treated wood blocking.

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- 1. Unit of measure: Per Board Foot.
- 2. Basis of payment:
  - a. Contract Sum to be based on quantities of material provided and installed.
  - b. Provide for removal and replacement of 120 board feet of treated wood blocking in the Base Bid.
  - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- C. Remove and replace one (1) square foot of 3" fiber deck (at the Gymnasium roof).
  - 1. Unit of measure: Per square foot or portion thereof.
  - 2. Basis of payment:
    - a. Contract Sum to be based on quantities of material provided and installed.
    - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
    - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 200 linear feet of fiber deck.

### **SECTION 01310**

# PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
  - 1. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

# 1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

# 1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

- B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.
- Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.

## 1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list at site. Keep list current at all times.

# 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

# 1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at scheduled progress meetings is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# SECTION 01330 SUBMITTAL PROCEDURES

#### PART 1 GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Submittal Procedure
  - 2. Submittal Schedule
  - 3. Shop Drawings
  - 4. Product Data
  - 5. Samples

#### 1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
  - 1. Submittal was reviewed.
  - 2. Products, field dimensions, and adjacent construction have been verified.
  - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of

completed Work.

- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to report promptly any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
  - 1. Submittals for Review
  - 2. Closeout Submittals.
- B. Include for each submittal:
  - 1. Specification section number.
  - 2. Description of submittal.
  - 3. Type of submittal.
  - 4. Anticipated submittal date.
- C. Submit three (3) hard copies and one (1) PDF copy, concurrently,

#### 1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

# 1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.
- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

### 1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture, or pattern if full range is submitted.

# SECTION 01710 CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

# 1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

# 1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit testing, adjusting, and balancing records.
  - 6. Submit sustainable design submittals not previously submitted.
  - Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4 Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  - 6. Advise Owner of changeover in utility services.
  - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleaning requirements.
  - 9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final

inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

- 1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 2. Results of completed inspection will form the basis of requirements for final completion.

# 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 3. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

# 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 2. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  - 3. Submit list of incomplete items in the following format:

- a. MS Excel electronic file. Architect will return annotated file.
- b. PDF electronic file. Architect will return annotated file.

# 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Warranties in Paper Form:
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Important: storm water runoff from the Convention Center rooftop drains directly into Mobile Bay. If chemical cleansers of ANY KIND are used in the construction of the project, they cannot be allowed to enter the storm sewer system, but must instead be collected and disposed of offsite.

#### PART 3 - EXECUTION

# 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - f. Sweep concrete floors broom clean in unoccupied spaces.
    - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - Remove labels that are not permanent.
    - j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - I. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- o. Leave Project clean and ready for occupancy.

# 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

# SECTION 01731 CUTTING AND PATCHING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

## PART 3 - EXECUTION

## 3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

# 3.2 PREPARATION

- A. Provide temporary support of work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

### 3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
  - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
  - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation
  - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

# 3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

# SECTION 017839 PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

#### 1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two copies of each Product Data submittal.
- D. Submit PDF's of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor's Warranties, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

#### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

- 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - Record Transparencies: Organize into unbound sets matching Record Prints.
    Place transparencies in durable tube-type drawing containers with end caps. Mark
    end cap of each container with identification. If container does not include a
    complete set, identify Drawings included.
  - 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Engineer.
    - e. Name of Contractor.

### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

- 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

# 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

# 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Completed Test Reports.

### PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

# SECTION 06100 ROUGH CARPENTRY

# PART 1 - GENERAL REQUIREMENTS

#### 1.1 SUMMARY:

- A. Description:
  - 1. Rough Carpentry shall be as indicated on plans and shall include carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. There will be no direct payment for this work. The cost is included in the lump sum cost of the project.
  - 2. Rough Carpentry shall include, but not be limited to the following:
    - a. Wood grounds, nailers, blocking
    - b. Wood framing
    - c. Plywood
    - d. Nails, bolts and related anchors, fasteners
    - e. Wood preservatives, treatment
- B. Related Work Specified Elsewhere:
  - 1. Summary of the Work Section 01010
  - 2. Painting Section 09600

#### 1.2 SUBMITTALS:

A. Preservative treated wood certification: Submit certification by the treating plant, stating chemicals and process used, net amount of salts retained, conformance with applicable standards and that moisture content has been reduced to 19% maximum after treatment.

### 1.3 DELIVERY, STORAGE AND HANDLING:

- A. Store lumber and sheet products in dry, protected area, off ground, covered and well ventilated.
- B. Protect material from warpage and physical abuse. Protect sheet materials from damages to corners and surfaces.
- C. Protect seasoned materials and fire-retardant treated materials from high humidity and moisture during storage and erection.

#### 1.4 QUALITY CRITERIA:

- A. Applicable Standards: Wood products shall comply with the following standards published by the U. S. Department of Commerce:
  - 1. Lumber: PS 20-70.
- B. Grading Rules: Current grading rules of the following associations apply as applicable to wood products:

- 1. Southern Pine Inspection Bureau (SPIB).
- 2. Western Wood Products Association (WWPA).
- 3. West Coast Lumber Inspection Bureau (WCLIB).
- National Lumber Grades Authority (NLGA).
- 5. American Plywood Association (APA).
- C. Preservative Treated Wood Standards: Current standards of the following associations, as referenced herein, shall apply to preservative treated wood products:
  - 1. American Wood Preservers Association (AWPA).
  - 2. American Wood Preservers Institute (AWPI).
  - 3. American Wood Preservers Bureau (AWPB).
- D. Design Standards: Spans, connections and other design criteria for members not otherwise indicated shall comply with the following.
  - 1. National Forest Products Association (NFPA)
    - a. "National Design Specifications for Wood Construction," 1977 edition.
    - b. "Design Values for Wood Construction," July 1981.
    - c. "Span Tables or Joists and Rafters," 1977
  - 2. American Institute of Timber Construction (AITC) "Timber Construction Manual."

## E. Product Identification:

- Lumber: Lumber shall bear the grade stamp of a listed grading rules association certified by the Board of Review of the American Lumber Standards Committee (ALSC), identifying species or species combination, grade, moisture condition at time of surfacing, mill or origin and grading agency.
- 2. Preservative treated wood products: Preservative treated lumber and plywood shall bear the quality standard stamp of the American Wood Preservers Bureau (AWPB) indicating preservative type, exposure condition, year of treatment, treatment plant and treatment supervising agency.

#### PART 2 - PRODUCTS

#### 2.1 LUMBER:

- A. Species and standards: Any grade-stamped commercial softwood conforming to PS 20-70 and referenced grading rules associations, unless otherwise indicated.
- B. Seasoning: 19% maximum moisture content at time of building enclosure, unless otherwise noted.
- C. Surfacing: Surfaced four sides (S4S).
- D. Dimensions: Indicated lumber dimensions are nominal. Comply with PS 20-70.
- E. Grades: Conforming to standards of referenced grading rules associations, and as follows:
  - 1. Studs: #2, SYP.
  - Plates, blocking, and nailers:
    - a. 4 x 4 and smaller: Number 2 grade or better.
    - b. 2 x 5 and larger: Number 2 grade or better.

#### 2.2 SHEET MATERIALS:

A. 3/4" thick APA rated plywood, 4' x 8' sheets.

#### 2.3 TREATED WOOD PRODUCTS:

- A. Pressure Preservative Treated Wood:
  - 1. Treatment type: Water-borne preservative, above ground use.
  - AWPB standard:
    - a. Lumber: C2-80.
  - AWPB classification and label: LP-2.
  - 4. Seasoning: Re-dry after treatment to the following maximum moisture content:
    - a. Lumber: 19%
  - 5. Use:
    - a. Plates and other wood products in contact with concrete slabs on grade or foundations.
    - b. Nailers or blocking cast or built into concrete masonry.
    - c. Furring and other wood products in contact with exterior masonry walls.
    - d. Blocking, nailers, plates and other wood products in conjunction with roof decks, roofing and roof parapets.
    - e. Other items and locations as indicated on drawings.

## 2.4 HARDWARE AND ACCESSORIES:

#### A. Anchors:

- 1. Provide hardware in appropriate finish to resist weather conditions, of sufficient strength and size to adequately resist design loads and to meet all code requirements, and of proper type to rigidly secure carpentry items to substrates encountered.
- 2. Anchors (wood to concrete or stone) shall be "Rawl Spikes", size 1/4" dia. x 3'2"L, heat treated to provide high tensile shear strength equal to grade 8.2 material, commercial brite zinc plated with clear chromate treatment ASTM B633.
- 3. Nails (plate to plate) shall be 10d common, galvanized, ring shank.

#### PART 3 - EXECUTION

### 3.1 INSTALLATION:

#### A. General Workmanship:

- 1. All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with Drawings and with all pertinent codes and regulations.
- Carefully select all members: select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
- 3. Cut out and discard all defects which will render a piece unable to serve its intended function; lumber may be rejected by Architect, whether or not is has been installed, for excessive warp, twist bow, crook, mildew, fungus, mold, as well as improper cutting and fitting.

Do not shim sills, joists, short studs, trimmers, headers, lintels, or other framing components.

#### B. Framing:

- 1. In addition to all framing operations normal to the fabrication and erection on Drawings, install all backing required for the work of other trades.
- 2. Set all horizontal or sloped members with crown up.
- 3. Do not notch, bore, or cut members for pipes, ducts, conduits, or other reasons except as shown on Drawings or as specially approved in advance by Architect.

## C. Bearings:

- 1. Make all bearings full unless otherwise indicated on Drawings.
- Finish all bearing surfaces on which structural members are to rest so as to give sure and even support; where framing members slope, cut or notch ends as required to give uniform bearing surface.

# D. Blocking:

1. Provide 2" nominal blocking required to support all wall-mounted items. Finish blocking shall be sized and anchored to support intended loads of finished items indicated.

# E. Alignment:

1. Framing members to receive a finished wall or ceiling. Align the finish subsurface to vary not more than 1/8" from the plane or surfaces of adjacent framing and furring members.

### F. Plywood:

- 1. Install all plywood roof decking with face grain perpendicular to supports and continuous over at least two (2) spans.
- 2. Support all edges and stagger end joints.
- 3. Allow 1/8" end joints and 1/4" edge joints for expansion.
- 4. Fasteners for plywood deck to wood supports shall be No.8-18 by 1" long, bugle-head steel screws with No.2 Phillips drive, "Hi-low" thread pattern and an "S-point". Alternate in lieu of screws: 8d (annular ring shank) nails @ 6" o.c.
- 5. Fastener spacing shall be not less than 4" o.c. along panel edges and 6" o.c. along intermediate supports.
- 6. Plywood roof deck materials and fasteners shall meet or exceed requirement of "UL" construction No.414, Uplift Class 90.
- Secure all edges of roof decking with edge clips installed per manufacturers' standards.
- Comply with current published standards and recommendations of the American Plywood Association and the 2012 International Building Code.
- G. Wood in Contact with Concrete or Masonry and used in Exterior Conditions.
  - 1. All wood to be placed in contact with concrete or masonry products shall be pressure preservative treated wood.
  - 2. All wood to be used in an exterior or exterior exposed condition shall be pressure preservative treated wood unless detailed or specified otherwise.

## H. Preservative Treated Wood:

- 1. Brush apply preservative of same type used for pressure treatment to cut edges and ends of wood prior to installation.
- 2. Handle and install in accord with AWPI M4-62.

#### I. Screws:

- 1. For all screws and wood screws, prebore holes same diameter as root of thread; enlarge holes to shank diameter for length of shank.
- 2. Screw, do not drive, all lag screws and wood screws.

#### J. Nailing:

- General
  - a. All nails shall be galvanized and ring-shank.
  - b. All fastening, anchoring, etc. shall be in accordance with recommendations of Southern Pine Association and American Plywood Association and generally as listed herein. In case of discrepancy, the more stringent shall be used.
  - c. Use only common wire nails or spikes of the dimensions shown on the Nailing Schedule, except where otherwise specifically noted on Drawings.
  - d. For conditions not covered on Nailing Schedule, provide penetration into the piece receiving the point of not less than half the length of the nail or spike provided, however, that 16d nails may be used to connect two pieces of 2" (nominal) thickness.
  - e. Do all nailing without splitting wood, pre-bore as required; replace all split members.

#### Nailing Schedule:

a. Unless otherwise indicated on Drawings or required by pertinent codes and regulations, provide at least the following nailing:

Blocking to joist bearing: 2-10d toenailed each side

Blocking to joist stud: 2-10d toenailed each side

One inch brace stud: 2-8d facenailed

Two inch brace to stud: 2-16d facenailed

Bridging to joist: 2-8d toenailed

Built-up beams 8 inches or less in depth: 16d @ 12 inches o.c., staggered

Joists and rafters to support: 2-10d toenailed each side

at laps(12" minimum): 2-16d facenailed

multiple joists: 16d @ 12" o.c., staggered

Joists to sill or girder 2-16d toenailed

One inch furring to underside of joists: 2-16d(one straight; one slant)

Two inch furring to underside of joists: 2-16d(one straight; one slant)

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Studs toenailed to plate:

2-10d each side

Studs endnailed to place:

2-20d

Plates:

Upper to lower:

16d @ 12" o.c., staggered

At splices:

2-16d facenailed

Plate lap at corners:

2-16d facenailed

## 3.2 CLEAN-UP:

A. General: Keep premises in neat, safe, and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut ends, and debris.

**END OF SECTION** 

# SECTION 075419 POLYVINYL-CHLORIDE (PVC) (PVC ROOFING

# Roof Assembly Description: Gymnasium (High Roof)

Existing roof system: (see SECTION 01010 - Summary of the Work)

- > PVC thermoplastic membrane
  - > Membrane Thickness: 60 mil, nominal
  - Color: White
  - > Attachment: water-based adhesive
- > Fiberglass-faced roof cover board
  - ➤ Thickness: 1/2 inch
  - > Attachment: low-rise foam adhesive
- Insulation
  - ➤ Polyisocyanurate, EPS, or XPS Insulation (flat and tapered), sufficient in thickness to achieve a thermal insulation minimum value of R-25.
  - > Attachment: low-rise foam adhesive
- Accessories
  - Kynar-coated aluminum flashing
  - > Treated wood blocking
  - > Stainless steel fasteners, plates, and anchors
  - Prefabricated flashings, corners, parapets, stacks, vents, and related flashing accessories.

# **Roof Assembly Description: Community Center (Low Roof)**

Existing roof system: (see SECTION 01010 - Summary of the Work)

- > PVC thermoplastic membrane
  - Membrane Thickness: 60 mil, nominal
  - Color: White
  - > Attachment: Rhino Bond induction welding
- Fiberglass-faced roof cover board
  - ➤ Thickness: 1/2 inch
  - > Attachment: Rhino Bond induction welding fasteners and plates
- > Fiberglass-faced parapet wall cover board
  - ➤ Thickness: 1/2 inch
  - > Attachment: Solvent-based adhesive
- > Insulation
  - ➤ Polyisocyanurate, EPS, or XPS Insulation (tapered), sufficient in thickness to achieve a thermal insulation minimum value of R-25.
  - > Attachment: Rhino Bond induction welding fasteners and plates
- > Accessories
  - Metal Flashing
  - > Treated wood blocking

- > Stainless steel fasteners, plates, and anchors
- > Prefabricated flashings, corners, parapets, stacks, vents, and related flashing accessories.

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Removal of existing modified bitumen roofing, cover board, thermoplastic membrane, and insulation.
- B. 60-mil PVC thermoplastic membrane attached by Rhino Bond Induction Welding.
- C. Polyisocyanurate Insulation (tapered), attached by Rhino Bond induction welding fasteners and plates.
- D. Polyisocyanurate Insulation (flat and tapered), attached by low-rise foam adhesive.
- E. Fiberglass-faced 1/2" roof cover board attached by Rhino Bond Induction Welding Fasteners and Plates.
- F. Fiberglass-faced 1/2" roof cover board attached by low-rise foam adhesive.
- G. Parapet wall membranes fully adhered with Solvent Base Adhesive.
- H. Flexible and rigid prefabricated flashings, corners, parapets, stacks, vents, and related flashing accessories.
- I. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- J. Full Coverage, No Dollar Limit Warranty.

#### 12 REFERENCES

- A. NRCA The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 Minimum Design Loads For Buildings And Other Structures.
- C. UL Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 Standard Test Methods for Coated Fabrics.
- F. ASTM D 4434 Standard Specification for Poly (Vinyl Chloride) Sheet Roofing.
- G. ASTM E 108 Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Materials.

#### 1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

## C. Sustainability:

- a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
- b. Type III product-specific Environmental Product Declaration.
- c. Membrane is recyclable at end of use.

# D. Physical Properties:

- 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
- 2. Thickness: 60 mil, nominal, in accordance with ASTM D 751.
- 3. Thickness Over Scrim: (60 mil ≥ 31 mil) in accordance with ASTM D 751.
- 4. Breaking Strengths: ≥ 304 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
- 5. Elongation at Break: ≥ 30% (XMD) in accordance with ASTM D 751, Grab Method.
- 6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
- 7. Factory Seam Strength: ≥ 463 lbf. in accordance with ASTM D 751, Grab Method.
- 8. Tearing Strength: ≥ 190 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
- Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
- 10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
- 11. Linear Dimensional Change: < 0.30% (MD) and 0.10% (XMD) in accordance with ASTM D 1204 at 176  $\pm$  2 °F for 6 hours.
- 12. Water Absorption: < 2.29% in accordance with ASTM D 570 at 158 °F for 166 hours.
- 13. Static Puncture Resistance: ≥ 33 lbs. in accordance with ASTM D 5602.
- 14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

# E. Cool Roof Rating Council (CRRC):

- 1. Membrane must be listed on CRRC website.
  - a. Initial Solar Reflectance: ≥ 85%
  - b. Initial Thermal Emittance: ≥ 89%
  - c. Initial Solar Reflective Index (SRI): ≥ 108

## 1.4 SUBMITTALS

- A. Submit under provisions of Division 1 <u>Section 01330 "Submittal Procedures"</u>.
- B. Data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Maintenance requirements.

- C. Sustainability Documentation:
  - a. NSF/ANSI Standard 347 Certificate.
  - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions not already covered in this Project Manual, uplift pressures, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
  - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
  - 2. 4 inch by 6 inch sample of walkway pad.
  - 3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
  - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- G. Manufacturer's warranties: Provide a sample of roofing manufacturer's warranty per the project requirements with language stating the warranty shall be governed by the laws of the State of Alabama, and containing language specific to Project requirements (see Article 1.9 of this section for requirements regarding the full coverage, NDL warranty.

#### 1.5 QUALITY ASSURANCE

- A. <u>Manufacturer's Qualifications</u>: A manufacturer specializing in the production of PVC membranes systems specified for this project with a minimum of (10) ten years of successful documented experience manufacturing of membrane using the same formula and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
  - 1. Primary roofing materials manufacturer must be the original manufacturer of membrane roofing materials. <a href="Products private labeled that are produced by second tier manufacturers will not be acceptable.">Products private labeled that are produced by second tier manufacturers will not be acceptable.</a>
  - Factory-Authorized Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project. Manufacturer's Sales Representative will not be accepted as a Technician.
  - 3. The factory-authorized technical representative is to provide a minimum of three (3) inspections of field-assembled components and equipment installation, including one inspection at start-up, one during construction, and one final to certify that the PVC membrane is properly installed and satisfactory for receipt of a 20-year NCL warranty. Provide report results in writing to the COM Project Manager (with photographs) within three (3) days following each inspection.

- 4. The factory-authorized technical representative shall attend the pre-installation meeting.
- B. <u>Installer's Qualifications</u>: A qualified company specializing in the installation of roofing systems similar to those specified for this project with a minimum of <u>(5) five years of</u> documented successful experience and that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product and that is eligible to receive manufacturer's warranty as specified for this project.
  - 1. The Contractor/installer shall currently hold Tier 1 status with the manufacturer and shall have maintained that status for a minimum of (3) three years.
  - 2. The Contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
  - 3. The Contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system.
  - 4. The Contractor/installer company must have been in business under the same name for at least five (5) consecutive years.
  - 5. Upon request by the owner or its representative, the Contractor/installer shall submit documentation of (3) previously completed roofing projects within the last (10) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.
  - 6. Contractors/Installer's Permanent Full-Time Supervisor/Foreman:
    - a) The Contractor/installer shall provide a permanent full-time supervisor and/or foreman throughout the entire duration of construction/renovation activities such as during installation of the roofing membrane system and sheet metal work.
    - b) The supervisor/foreman who began the project will continue in that capacity for the duration of the project unless otherwise approved by the Owner or their representative.
    - c) If the supervisor/foreman is not performing the job duties as required in these specifications and as required by the roofing membrane manufacturer the Owner or their representative has the right to require the roofing contractor/installer to immediately remove the company personnel performing the role of the supervisor /foreman and change to different company personnel to fill the position.
    - d) The supervisor/foreman shall be a manufacturer-certified installer.
    - e) The supervisor/foreman shall be a full-time employee of the roofing contractor's/installer's company.
    - f) The supervisor/foreman shall have (5) five years of successful experience in the installation of roofing systems similar to the type and scope required for this project.
    - g) The supervisor/foreman shall be <u>ON THE ROOF AT ALL TIMES</u> when the roofing system is being installed. This requirement will be strictly enforced.

- h) Provide supervisor/foreman's resume if requested by the owner.
- C. Prior to installation provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the Owner, and the Owner's roof consultant.
- D. Contractor shall perform a minimum of (2) test welds per day per the manufacturer's requirements (or more if required by the manufacturer) and provide a log of these test welds to the architect and construction manager.
- E. Perform work in accordance with manufacturer's installation instructions.
- F. Single Source Limitations: Obtain components for membrane roofing system from a single source roofing membrane manufacturer. Provide secondary products only as recommended by the manufacturer of primary products for use with roofing system specified.
- G. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

#### 1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Exterior Fire-Test Exposure:
    - a. Class A; ASTM E 108, for application and roof slopes indicated.
  - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
  - 3. Conform to applicable code for roof assembly fire hazard requirements.
- C. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.
- D. Wind Uplift:
  - Roofing System Design: Provide a roofing system designed to resist uplift pressures
    calculated according to the current edition of the ASCE 7-10 Specification Minimum
    Design Loads for Buildings And Other Structures. (NOTE: Local wind zone 169
    mph Manufacturers and Contractors are to use "Exposure C / Risk Category
    Ill when calculating the wind uplift and mechanical attachment requirements
    for the project

#### 1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
  - 1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
  - 4. Review structural loading limitations of roof deck during and after roofing.
  - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 6. Review governing regulations and requirements for insurance and certificates if applicable.
  - 7. Review temporary protection requirements for roofing system during and after installation.
  - 8. Review roof observation and repair procedures after roofing installation.
  - 9. Review access to roof by Contractor's personnel.
  - 10. Review location(s) for storage of materials and methodology for delivery of materials to the rooftop.

# 1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

# 1.9 FULL COVERAGE, NO DOLLAR LIMIT WARRANTY

- A. <u>CONTRACTOR'S WARRANTY</u>: The contractor shall warrant the roof application with respect to workmanship and proper application for <u>five</u> (5) years from the effective date of the warranty issued by the manufacturer.
- B. MANUFACTURER'S WARRANTY: Must be (NDL) no-dollar limit type full coverage

warranty providing for completion of repairs, partial replacement of membrane, flashings, and associated roofing accessories, or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:

- 1. Warranty Period: 20 years from date issued by the manufacturer.
- 2. No exclusion for ponding water conditions.
- 3. No exclusion for damage caused by biological growth.
- 4. Issued direct from and serviced by the roof membrane manufacturer.
- 5. Transferable for the full term of the warranty.
- 6. Must be governed by the laws of the State of Alabama by written amendment.
- 7. By providing this warranty, the manufacturing is attesting to the following:
  - a. At the beginning of the project, the manufacturer reviewed the details and specifications for the project, and found them to be satisfactory for conferring a full coverage warranty (a full coverage warranty in this context means coverage for the field of the roof and for all flashings (expansion joints, roof divider joints, flashings around roof-mounted equipment, etc.).
  - b. The manufacturer observed the work of the Contractor/installer throughout construction, and certifies that the substrate was properly installed for the subsequent installation of the PVC membrane.
  - c. The Manufacturer will respond to a warranty call within 72 hours, or the Owner can arrange for emergency repairs by a local Contractor/Manufacturer, and such repairs will not void the warranty.

# 1.10 MOCK-UPS

- A. At the beginning of the project, the Contractor shall prepare mock-ups of the following conditions:
  - a. Flashing of curbs at roof-mounted mechanical equipment.

Mock-ups will be examined at a progress meeting by the manufacturer's representative, the Owner's roofing consultant, the Contractor/Installer, and all relevant subcontractors. The manufacturer shall submit a written report of approval or of the need for modification. Contractor/Installer shall correct any deficiencies within 3 days, and shall continue to make modifications (at no cost to the Owner) until the manufacturer is satisfied with the mock-ups. Mock-ups shall be left in place to serve as the standard of quality for all subsequent work, until construction has overtaken them.

#### PART 2 PRODUCTS

#### 2.1 MANUFACTURER

A. All roofing system components shall be provided or approved by the roof system manufacturer. Products not provided by manufacturer shall be approved by same in writing on manufacturer's letterhead.

(<u>NOTE</u>: The roofing manufacturer will be required to acknowledge and accept the project documents and existing conditions as specified unless a change is authorized by the Owner, prior to submitting a bid. Any portion of the project specifications, details, or

existing conditions found unacceptable by the manufacturer must be resolved prior to the bidding process. Proposals for deviations from the project documents will not be accepted after the bidding process.)

B. Pre-approved Roofing Manufacturers:

(Substitutions or alternate manufacturers must be approved by the Owner prior to submission of Bids)

- 1. Duro-Last Roofing (Basis of Design)
- 2. Carlisle
- 3. Versico
- 4. GAF
- 5. Soprema
- 6. Sika Sarnafil
- 7. Fibertite

#### 2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
  - 1. Thickness:
    - a. 60 mil, nominal.
  - 2. Exposed Face Color:
    - a. White
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
  - 1. Sheet Flashing: Manufacturer's standard reinforced PVC coated sheet flashing.
  - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
    - a. Stack Flashings.
    - b. Curb Flashings.
    - c. Inside and Outside Corners.
    - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
    - e. Vinyl Coated Pitch Pans.
  - 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
    - a. Caulk.
    - b. Strip Mastic.
    - c. Pitch Pocket Filler.
  - 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer.

- 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
  - a. #15 Extra Heavy Duty Fasteners.
  - b. 3 inch Metal Plates.
  - c. Inductive Weld Plates.
- 6. PV Anchors
- 7. Termination and Edge Details: Supplied by roof system manufacturer.
  - a. Termination Bar shall be stainless steel.
- 8. Metal flashings: 24 gauge, Kynar-coated steel color to be selected by Owner from the manufacturer's standard palette of available colors.

# D. Substrate Board:

- 1. Glass-mat-faced, water-resistant primed gypsum substrate conforming to ASTM C 1177/C 1177M.
  - a. 1/2 inch thick

#### F. Miscellaneous:

1. Pressure-treated wood blocking and sheet products, if necessary, shall be coordinated and approved for use with products of the roofing manufacturer.

#### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured (remove and replace metal deck that is badly rusted or otherwise unsuitable for use).
- C. Verify that the existing roof is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the roof surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer.
  - 1. Determine required fastener type, length, and spacing.
  - 2. Verify that moisture content of existing roofing is within acceptable limits.
  - 3. Identify damaged areas requiring repair before installation of new roofing.
  - 4. Conduct core cuts as required to verify information required.

#### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. New PVC membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
- E. Install new PVC membrane using thermal induction welding products.
- F. Roofing Consultant Report The Owner's roofing consultant has performed an inspection report (a copy of which is included as Exhibit One) based upon an examination of the roof and the taking of core samples.

#### 3.3 INSTALLATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Separation Board: Fiberglass-faced 1/2" roof cover board.
- C. Roof Membrane: 60 mil PVC thermoplastic membrane.
  - 1. <u>Steel Deck Areas</u> Lay insulation material into place and fasten with #15 fasteners and Rhino-Bond plates per the required fastening pattern. Rhino-Bond plates are to be driven until enough pressure is applied to keep from spinning. DO NOT OVERDRIVE fasteners. Fastening patterns are determined by pull test values and the required uplift pressure. Install plates in a uniformed pattern for ease of locating during welding process.
  - 2. Installer must review the operating precautions prior to starting the welding process.
  - 3. Unroll the membrane over the installed plates and allow the membrane to relax to eliminate any wrinkles. If packaging wrinkles exist weld first row of plates along the long side at the building edge of the start panel or field seam of start panel for adjacent panel. Do not over tighten membrane. Once the wrinkles are removed, weld the last row of plates along the field seam. Once the roof panel is secured on minimum of two sides the adjacent roof panels can be installed. Locate the last row of roof panels so they are within 12" of the membrane edge.
  - 4. Test welds must be completed to calibrate the welder settings. Recommended welder settings are starting points for test welds because the welding process is affected by ambient temperatures. Three or more test welds must be completed using scrap material and induction plates until full adhesion is achieved. The membrane should be fully welded to plate surface and peeled down using pliers to expose the adhesion.
  - Locate plates by rubbing the membrane with the sole of your shoe.
     Center welder over plate. DO NOT MOVE welder during cycle: this will cause bad or partial welds. Once weld is complete place magnets on

- plate to finalize the bonding process. Once all supplied magnets have been applied then re-use the first magnet and repeat cycle.
- 6. All Rhino-Bond plates must be mechanically attached to the substrate and welded to the membrane. 100% adhesion must be achieved.
- 7. Welds can be tested after the Rhino-Bond plates have cooled to the touch by placing approved plunger next to the plate and lifting up on the plunger. A bonded plate will create a crease in the membrane; an unbonded plate will have membrane lift up from plate. Mark any partial or un-bonded plate & return when cool to touch to re-weld. If 100% adhesion is not achieved on second weld attempt then replace plate, weld and patch membrane.
- 8. It is very important to keep magnets clean from metal shavings and debris. Clean off magnets and roof sections regularly to avoid embedment into membrane. Recommended Rhino Bond Note: If 100% adhesion is not achieved then adjust welder settings by 0.2 sec. up or down until optimum setting is achieved.
- 9. See welder manufacturer operation manual for welder adjustments 40 mil = 4.2 sec 50 mil = 4.2 sec 60 mil = 4.4 sec. The energy level must be adjusted up (+1, +2, etc.) when temperatures are below 70 degrees F, and down (-1,-2, etc.) when temperatures are above 70 degrees F.

#### D. Seaming:

- 1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- 2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each workday.
- E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
  - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
  - 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
  - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar conditions.
    - a. Do not apply flashing over existing thru-wall flashings or weep holes.
    - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
    - Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
    - d. Use care to ensure that the flashing does not bridge locations where there is a

change in direction (e.g. where the parapet meets the roof deck).

#### 2. Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

# 3. Pipe Clusters and Unusual Shapes:

- a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

#### G. Roof Drains:

- 1. Coordinate installation of roof drains and vents.
- 2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
- 3. Install new roof drain inserts and flashings approved and warranted by the roofing manufacturer.

#### H. Edge Details:

- 1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
- 2. Join individual sections in accordance with the membrane manufacturer's requirements.
- 3. Coordinate installation of metal flashing and counter flashings.
- 4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies as required.

# I. Water cut-offs:

- 1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
- 2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
- 3. Remove water cut-offs prior to the resumption of work.
- 4. The integrity of the water cut-off is the sole responsibility of the Contractor.
- 5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

#### 3.3 FIELD QUALITY CONTROL

A. The factory-authorized technical representative is to provide a minimum three (3) inspections of field-assembled components and equipment installation; one inspection at

- start-up, one at the conclusion of the project, and no less than one at intervals during construction. Provide report results in writing to Owner (with photographs) within three (3) days following each inspection. Application errors discovered during these inspections will be addressed immediately in the inspection report, with directions for corrective action. Remaining application errors at the end of the project shall be addressed with the final punch list completed immediately following the final inspection.
- B. The Owner's roof consultant will be performing various inspections throughout the project to document the progress of the work, identifying roofing related issues, and assisting the Owner / Contractor with unforeseen circumstances. The Contractor will be required to engage with the roof consultant during the work and comply with any necessary requests, directives, etc.

# **PROTECTION**

- A. Protect installed roofing products from construction operations until the completion of the project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

**END OF SECTION** 

# SECTION 07620 PVC COATED FLASHING AND SHEET METAL

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Conform to profiles and sizes shown on drawings, and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.

#### B. Section Includes:

- Formed Products:
  - a. Formed roof drainage sheet metal fabrications.
  - b. Formed wall sheet metal fabrications.

## C. Related Sections:

- 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
- Division 7 Section "Polyvinyl Chloride (PVC) Roofing

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identify material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.

Details of expansion-joint covers, including showing direction of expansion and contraction.

#### PART 2 - PRODUCTS

# 2.1 MATERIALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

- 1. Steel PVC Coated Sheet: Steel with PVC film: ASTM A792-10 Grade 50 (AZ-50).
- 2. Exposed PVC Coated Finishes:
  - Hot dipped galvanized G-90 with 17 mil PVC film laminated to one side of a 24 gauge 4'x10' sheet.
- 3. Color to be selected from manufacturer's full range of colors and finishes.
- B. PVC-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
  - 1. PVC- Coated Steel Sheet: ASTM A 792 Class AZ50 coating designation, Grade 50; structural quality.
- C. Fabricate sheet metal with flat-lock seams; solder with type solder and flux recommended by manufacturer, except seal aluminum seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.
- D. Provide for thermal expansion of running sheet metal work by overlaps of expansion joints in fabricated work. Where required for water-tight construction, provide hooked flanges filled with polyisobutylene mastic for 1-inch embedment of flanges. Space joints at intervals of not more than 50 feet for steel, 24 feet for copper or stainless steel, or 30 feet for zinc alloy or aluminum. Conceal expansion provisions where possible.
- E. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for PVC Coated Steel Sheets: Aluminum or Series 300 stainless steel.
  - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
  - 4. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
  - 5. Fasteners for Zinc-Coated (Galvanized)] or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
  - 6. Fasteners for Zinc Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.

## PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

A. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements.

- B. Seal moving joints in metal work with elastomeric joint sealants, complying with requirements of the manufacturer
- C. Nail flanges of expansion joint units to substrates at spacing of 6 inches o.c.
- D. Performance: Water-tight and weatherproof performance of flashing and sheet metal work is required.
- E. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

# 3.2 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

#### 3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers' written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
  - E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

**END OF SECTION** 

# **EXHIBIT ONE**

# INSPECTION REPORT By ROOF ASSET MANAGEMENT, INC.

August 23, 2023

# FL ARCHITECTURE CERT. OF AUTH. 26000505

#### FLORIDA

Post Office Box 320426 Tampa, Florida 33679 Phone (863) 701-2742 Fax (863) 583-0356

ALABAMA

4950 Woodfield Drive Millbrook, AL 36054 Phone (334) 590-7999 Fax (334) 290-0678

Aug 23 2023

City of Mobile 205 Government Street Mobile, AL

RE: Hope Community Center 850 Edwards Street Mobile, AL 36610

An inspection was performed at the above named facility to assist in determining the condition of the existing roof systems and provide our recommendations for any necessary corrective actions. The facility consists of multiple roof areas with various types of roof system present. Following are the detailed observations noted during this site visit.

Upper Roof Area: The existing roof consist of a low sloped thermoplastic single-ply membrane roof system which appears to be +/-15 years old and in poor condition. Deterioration was visible at various locations throughout the roof areas due to UV degradation and age. A series of core samples of the existing roof system were taken at various locations throughout the roof area. The core samples provided evidence of a cementitious wood fiber deck (Tectum), 3" polyiso insulation, 1" perlite insulation, ½" built-up roofing, 1" polyiso insulation, and a thermoplastic single-ply membrane. Core sample findings were found to be different thicknesses at the perimeter locations and in the field of the roof areas, indicating slope is being provided by the tapered insulation to allow drainage to the interior roof drains. The building structure also appears to be providing slope. Currently two roof systems are in place which will require complete removal of the existing roof systems prior to the installation of a new roof system.

Lower Roof Area: The existing roofs consist of a low sloped thermoplastic single-ply membrane roof system which appears to be +/-15 years old and in poor condition. Deterioration was visible at various locations throughout the roof area due to UV degradation, age, and standing water. A series of core samples of the existing roof system were taken at various locations throughout the roof area. The core samples provided evidence of a metal deck, 3" polyiso insulation, 1" perlite insulation, 1.5" built up roofing with embedded gravel surfacing, 1" polyiso insulation, and a thermoplastic single-ply membrane. Currently two roof systems are in place which will require complete removal of the existing roof systems prior to the installation of a new roof system.

Based on the information obtained during this site visit, it is our opinion the following corrective actions should be considered to help ensure a long-term water-tight condition throughout the existing facility.

Upper Roof Area: (Replacement Recommended)

- 1. Remove the existing roof systems and install a new thermoplastic membrane (TPO / PVC) roof system over the existing deck substrate. The new roof system should consist of a tapered rigid insulation and cover board that has been attached the existing deck substrate (pending a required pull test and replacement of deteriorated decking) with the use of the manufacturer's low rise foam adhesives. The new membrane should then be attached with the use of the manufacturer's membrane adhesives. The new tapered insulation should provide positive slope and the required R-Value (R-25).
- 2. Install new drain flashings, counter flashings, perimeter edge metal flashings, leader heads, downspouts, etc..
- 3. Raise all roof penetrations, plumbing vents, equipment curbs, etc. as needed to allow for the required flashing heights for the new roof system.
- 4. Remove abandoned roof penetrations, curbs, etc., and provide new roofing over abandoned openings.

Lower Roof Area: (Replacement Recommended)

- 1. Remove the existing roof systems and install a new thermoplastic membrane (TPO / PVC) roof system over the existing deck substrate. The new roof system should consist of a tapered rigid insulation and cover board that has been attached the existing deck substrate (pending a required pull test and replacement of deteriorated decking) with the use of the manufacturer's required fasteners and induction weld plates. The new membrane should then be attached with induction wleds. The new tapered insulation should provide positive slope and required R-Value (R-25).
- 2. Install new drain flashings, counter flashings, perimeter edge metal flashings, leader heads, downspouts, etc..
- 3. Raise all roof penetrations, plumbing vents, equipment curbs, etc. as needed to allow for the required flashing heights for the new roof system.
- 4. Remove abandoned roof penetrations, curbs, etc., and provide new roofing over abandoned openings.

Due to the size of the roof areas (approximately 16,000 sqft.) and the current conditions.

a budget estimate of +/- 300,000.00 - \$350,000.00 should be considered for the replacement of the existing roof systems throughout the roof areas. This budget estimate does not include the repairs and/or replacement to the existing deck substrate. An additional budget estimate of \$15.00 - \$18.00 per square foot should be considered for repairs and/or replacement of any deteriorated decking discovered during the roofing process.

Photographs documenting this site visit are included on the following pages. Please let me know if you have any questions or need additional information regarding this inspection.

Hope Community Center (Cont.) Aug 23 2023 Page 3

Sincerely,

Tony Weaver Senior Roof Consultant

**Enclosures-As Stated** 

# Site Plan and Photo Locations:





1 Description:

General rooftop overview.



2 Description:

General rooftop overview.



3 Description:

General rooftop overview.



4 Description:

General rooftop overview.



Oescription:

Interior view of Tectum decking.



6 Description:

Interior view of Tectum decking.



O Description:

Interior view of metal decking.



8 Description:

Interior view of metal decking.

# **DRAWINGS**



