PROJECT MANUAL

For

Shelby County Courthouse Roof Replacement

September 2, 2022

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0010 Project Manual Table of Contents
00 0020 Index of Construction Drawings
00 0030 Legal Advertisement
00 0040 General Conditions
00 0050 Supplementary Conditions
00 0200 Invitation to Bid
00 0201 Instructions to Bidders
00 0202 Bid Requirements
00 0300 Proposal Form and Sample Bid Bond
00 1010 Project Summary
00 1020 Project Notes
00 1025 Cost Reporting and Payments
00 1026 Measurement and Payment
00 1028 Change Order Procedures
00 1200 Project Meetings
00 1310 Construction Schedules
00 1340 Shop Drawings, Product Data, Samples
00 1620 Storage and Protection
00 1700 Contract Closeout
00 1720 Project Record Documents
00 1740 Warranties and Bonds

Contract Documents and Forms
- Sample Public Works Contract
- Debarment, Suspension and Other Responsibility Matters Certificate
- Sample Performance and Materials Bond
- Certificate of Non-Segregated Facilities
- Notice of Award
- Notice to Proceed
- Change Order Form
- Sample Advertisement of Completion
- C-23 Affidavit for Payment of Debts Incurred on Construction Projects
- Alabama Department of Revenue Sales Tax Notice

DIVISION 01 - GENERAL REQUIREMENTS

01 1100 Summary of Work
01 1710 Cleaning
01 1730 Operating and Maintenance Data
01 2500 Substitution Procedures
01 2519 Substitution Request Form
01 3216 Construction Progress Schedules
01 3300 Submittal Procedures
01 4000 Quality Requirements
01 5000 Temporary Facilities and Controls
01 7419 Construction waste Management
01 7700 Closeout Procedures

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 5419 Polyvinyl-Chrloride Roofing Specifications

Drawings & Exhibits

END OF TABLE OF CONTENTS

LIST OF DRAWINGS AND EXHIBITS

DATED	TITLE
	Aerial of Courthouse Location
	Aerial of Laydown Area and Roof Work Area
	Existing Roof Plan A2.5
	Detail 1140 – Curb-Style Expansion Joint
	Detail 1180 – Inside and Outside Corners
	Detail 2021 – Roof Drain with Drain Guard
	Detail 3110 – Universal 2-Piece Compression Edge
	Detail 4010 – Rectangular Penetration
	Detail 4050 – Roof Access Hatch – Option 1
	Detail 4070 – Round Penetration
	Detail 5020 – Two-Way Air Vent

STATE OF ALABAMA

COUNTY OF SHELBY

LEGAL NOTICE

NOTICE TO CONTRACTORS

Sealed bids will be received for the Shelby County Courthouse Roof Replacement Project at the Shelby County Manager's Office at 200 West College St. Room 123, Columbiana, AL 35051 until October 6, 2022 at 2:00 p.m. and at that time publicly opened.

Plans and proposals will be available at the Shelby County Department of Facilities and General Services, 280 McDow Road Columbiana, AL 35051 after 12:00 noon on September 12, 2022.

Proposal fee is $20.00 which includes the cost of plans and proposal when picked up at the above office. No refunds will be made. Please contact the Project Manager, Trey Gauntt, PE at trey@shelbyal.com with any questions regarding this project.

September 11
September 18
September 25

End of Section 0102

GENERAL CONDITIONS OF THE CONTRACT

CONTENTS

1. Definitions
2. Intent and Interpretation of the Contract Documents
3. Contractor's Representation
4. Supervision, Superintendent, & Employees
5. Review of Contract Documents and Field Conditions by Contractor
6. Submittals
7. Documents and Samples at the Site
8. "As-built" Documents
9. Progress Schedule
10. Equipment, Materials, & Substitutions
11. Safety & Protection of Persons & Property
12. Hazardous Materials
13. Inspection of the Work
14. Correction of Defective Work
15. Deductions for Uncorrected Work
16. Changes in the Work
17. Claims for Extra Cost or Extra Work
18. Differing Site Conditions
19. Claims for Damages
20. Delays
21. Owner's Right to Correct Defective Work
22. Progress Payments
23. Certification & Approvals for Payments
24. Payments Withheld
25. Substantial Completion
26. Occupancy or Use Prior to Completion
27. Final Payment
28. Contractor's Warranty
29. Insurance
30. Performance and Payment Bonds
31. Assignment
32. Construction by Owner or Separate Contracts
33. Subcontracts
34. Architect's Status
35. Cash Allowances
36. Permits, Laws and Regulations
37. Royalties, Patents and Copyrights
38. Use of the Site
39. Cutting and Patching
40. In-progress and Final Cleanup
41. Liquidated Damages

ARTICLE 1
DEFINITIONS

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

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

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

DEFECTIVE WORK: The term "Defective Work" shall apply to: **(1)** any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, **(2)** in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, **(3)** substitutions and deviations not properly submitted and approved or otherwise authorized, **(4)** temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and **(5)** materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

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

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

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

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

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

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

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

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

ARTICLE 2
INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

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

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

ORDER of PRECEDENCE
Should any discrepancy arise between the various elements of the Contract Documents, Precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph Titled INTENT:
(1) The Construction Contract.
(2) Addenda, with those of later date having precedence over those of earlier date.

(3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
(4) General Conditions of the Contract.
(5) The Specifications.
(6) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
(7) The Drawings; large scale drawings shall take precedence over smaller scale drawings.

INTERPRETATION

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

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

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

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

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

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

SEVERABILITY

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

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 4
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A.SUPERVISION and CONSTRUCTION METHODS

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

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

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

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

B.**SUPERINTENDENT**

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

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

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

ARTICLE 5
REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

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

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

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

(2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents

and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

C. If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures prescribed herein.

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

ARTICLE 6
SUBMITTALS

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

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

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

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

(1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and

(2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and with the Contractor's intended Construction Methods.

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

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

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

H. DEVIATIONS

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

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

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

I. ARCHITECT'S REVIEW and APPROVAL

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

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

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

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 7
DOCUMENTS and SAMPLES at the SITE

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

B. "POSTED" SET
The Contractor shall maintain at the Project site, in good order, at least one set of the Drawings and Project Manual into which the Contractor has "posted"(incorporated) all Addenda, Change Orders, supplemental drawings, clarifications, and other information pertinent to the proper

performance of the Work. The Contractor shall assure that all sets of the Drawings and Project Manuals being used by the Contractor, Subcontractors, and suppliers are "posted" with the current information to insure that updated Contract Documents are used for performance of the Work.

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

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

ARTICLE 8
"AS-BUILT" DOCUMENTS

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

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

1. **Drawings**

(a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.
(b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.
(c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by note added to the drawing being supplemented.

(d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.
(e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

2. Project Manual

(a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.
(b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.
(c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

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

ARTICLE 9
PROGRESS SCHEDULE

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

B. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.

C. The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work,

and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue a Contractor a Notice to Cure. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 10
EQUIPMENT, MATERIALS, and SUBSTITUTIONS

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

B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.

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

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

ARTICLE 11
SAFETY and PROTECTION of PERSONS and PROPERTY

A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state,

county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

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

(1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
(2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
(3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.

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

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

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

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

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

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

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

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

ARTICLE 12
HAZARDOUS MATERIALS

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

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

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

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

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

ARTICLE 13
INSPECTION of the WORK

A. GENERAL

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

(2) The Architect, Owner, Director, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.
(3) The Architect will inspect the Work as a representative of the Owner.
(4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

B. TYPES of INSPECTIONS

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

(a) Pre-construction Conference.

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

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

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

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

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

C. INSPECTIONS by the ARCHITECT

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

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

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

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

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

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

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

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

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

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

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

D. UNCOVERING WORK

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

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

E. SPECIFIED INSPECTIONS and TESTS

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

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

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

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

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

ARTICLE 14
CORRECTION of DEFECTIVE WORK

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

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

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

ARTICLE 15
DEDUCTIONS for UNCORRECTED WORK

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

ARTICLE 16
CHANGES in the WORK

A. GENERAL

(1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions

of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be authorized only by the Owner.

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

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

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

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

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

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

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

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

(2) Unit Price. By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially

changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

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

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

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

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

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

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

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

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

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

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

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

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

D. CHANGE ORDER PROCEDURES

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

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

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

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

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

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner

shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

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

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

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

ARTICLE 17
CLAIMS for EXTRA COST or EXTRA WORK

A. If the Contractor considers any instructions by the Architect, Owner, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.

B. The Contractor's notification pursuant to Paragraph 17A shall state: (1) the date, circumstances, and source of the instructions, **(2)** that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and **(3)** an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.

C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 17.A.

D. Within ten days of receipt of a notice pursuant to Paragraph 17.A, the Architect will respond in writing to the Contractor, stating one of the following:

- **(1)** The cited instruction is rescinded.
- **(2)** The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures for Changes in the Work.
- (**3**)The cited instruction is reconfirmed, is not considered by the Architect to be a change

in the Contract Documents, and the Contractor is to proceed with Work as instructed.

E. If the Architect's response to the Contractor is as in Paragraph 17.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to, Resolution of Claims and Disputes

ARTICLE 18
DIFFERING SITE CONDITIONS

A. DEFINITION

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

B. PROCEDURES

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

ARTICLE 19
CLAIMS for DAMAGES

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

ARTICLE 20
DELAYS

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

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

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

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

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

C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.

D. The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article.

ARTICLE 21
OWNER'S RIGHT to CORRECT DEFECTIVE WORK

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

ARTICLE 22
PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

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

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be prepared on 81/2" × 11"paper in a format that is acceptable to the Architect and Owner and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

A. APPLICATIONS for PAYMENTS

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

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 23. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each monthly Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 23 and delivered to the Owner.

D. MATERIALS STORED OFF SITE

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

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

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

(3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;

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

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

C. RETAINAGE

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

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

D. CONTRACTOR'S CERTIFICATION

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

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

E. PAYMENT ESTABLISHES OWNERSHIP

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

ARTICLE 23
CERTIFICATION and APPROVALS for PAYMENT

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

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

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

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

(3) To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 24, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.

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

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

ARTICLE 24
PAYMENTS WITHHELD

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

(1) Defective Work;

(2) filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;

(3) the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;

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

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

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

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

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

C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
(1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.

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

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

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

ARTICLE 25
SUBSTANTIAL COMPLETION

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

B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.

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

D. CERTIFICATE of SUBSTANTIAL COMPLETION

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

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

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

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

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

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

(4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, ABC Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the

Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 26
OCCUPANCY or USE PRIOR to COMPLETION

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

B. BEFORE SUBSTANTIAL COMPLETION
(1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
(2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:

- **(a)** The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
- **(b)** The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
- **(c)** The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
- **(d)** The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
- **(e)** The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

ARTICLE 27
FINAL PAYMENT
A. PREREQUISITES to FINAL PAYMENT

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

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

(2) Final Acceptance of the Work.

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

(4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect.

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

(6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.

(7) Consent of Surety, if any, to Final Payment to Contractor.

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

B. FINAL ACCEPTANCE of the WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the Certificate(s) of Substantial Completion are accounted for by their completion or correction by the Contractor and acceptance by the Architect, and Owner

C. ADVERTISEMENT for COMPLETION

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

(2) If the Contract Sum is more than $50,000: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same

made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

D. RELEASE of CLAIMS

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

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

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

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

E.EFFECT of FINAL PAYMENT

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

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

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

ARTICLE 28
CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

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

B. ONE-YEAR WARRANTY

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

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

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

(4) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The subsequent delivery of the Architect's report of a Year-end Inspection will serve as

confirmation that the Contractor was notified of Defective Work found within the warranty period.

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

C. GENERAL CONTRACTOR'S ROOFING GUARANTEE

(1) In addition to any other roof related warranties or guarantees that may be specified in the Contract Documents, the roof and associated work shall be guaranteed by the General Contractor against leaks and defects of materials and workmanship for a period of two (2) years, starting on the Date of Substantial Completion of the Project as stated in the Certificate of Substantial Completion.
This guarantee for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The guarantee for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion shall begin on the date of Final Acceptance of the Work.

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

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

D. SPECIAL WARRANTIES

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

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

E. ASSUMPTION of GUARANTEES of OTHERS

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

ARTICLE 29
CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

A. GENERAL

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

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

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

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

The insurance certificate must provide the following:

(a) Name and address of authorized agent of the insurance company
(b) Name and address of insured
(c) Name of insurance company or companies

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

B. INSURANCE COVERAGES

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

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

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

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

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

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

(b) Additional Requirements for Commercial General Liability Insurance:

1. The policy shall name the Owner, Architect, and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

(b) The employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

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

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

1. $ 2,000,000 per Occurrence

2. $ 2,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

1. The policy shall name the Owner, Architect, and their agents, consultants, and employees as additional insureds.

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

(5) BUILDER'S RISK INSURANCE

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

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise

affecting the coverage and protection afforded the insured under this policy:

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

(ii) Partial or complete occupancy by Owner; or

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

C. SUBCONTRACTORS' INSURANCE

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

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

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

D. TERMINATION of OBLIGATION to INSURE

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

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

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

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

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and

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

ARTICLE 30
PERFORMANCE and PAYMENT BONDS

A. GENERAL

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

B. PERFORMANCE BOND

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

C. PAYMENT BOND

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

D. CHANGE ORDERS

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

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided.

ARTICLE 31
ASSIGNMENT

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

ARTICLE 32
CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance requirements and the provisions of this Article
(2) When separate contracts are awarded, the term "Contractor" in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

B. COORDINATION

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

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 32.

D. MUTUAL RESPONSIBILITY

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

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

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

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

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

ARTICLE 33
SUBCONTRACTS

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

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

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

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

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

B. SUBCONTRACTUAL RELATIONS

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

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

ARCHITECT'S STATUS

A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.
B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

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

(1) The Architect is authorized to:

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

(2) The Architect is not authorized to:

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

D. LIMITATIONS of RESPONSIBILITIES

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

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

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

E. ARCHITECT'S DECISIONS

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

ARTICLE 35
CASH ALLOWANCES

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

B. Unless otherwise provided in the Contract Documents:

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

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

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

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

ARTICLE 36
PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

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

(2) The Contractor shall comply with and give notices required by all laws,

ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

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

C. COMPENSATION for INCREASES

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

ARTICLE 37
ROYALTIES, PATENTS, and COPYRIGHTS

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

ARTICLE 38
USE of the SITE

A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.

B. Unless otherwise provided in the Contract Documents, temporary facilities, such as

storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 39
CUTTING and PATCHING

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

ARTICLE 40
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP
(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.
(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP
(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.
(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:
(a) Cleaning of all painted, enameled, stained, or baked enamel work: Removal of all marks, stains, finger prints and splatters from such surfaces.
(b) Cleaning of all glass: Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.
(c) Cleaning or polishing of all hardware: Cleaning and polishing of all hardware.
(d) Cleaning all tile, floor finish of all kinds: Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.
(e) Cleaning of all manufactured articles, materials, fixtures, appliances, and

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

C. OWNER'S RIGHT to CLEAN-UP

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

ARTICLE 41
LIQUIDATED DAMAGES

A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
C. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

END OF SECTION

1.1SUMMARY

A. Related Documents:
   1. Document 00 7200 - General Conditions.
   2. Division 01 - General Requirements.

1.2 GENERAL

A. The following supplements modify, delete from, or add to the General Conditions referenced above.
B. Where provisions of the General Conditions are modified, unaltered provisions remain in effect.

1.3 SUPPLEMENTS

1.4 ADDITIONAL REQUIREMENTS

A. Preliminary Drawings and Specifications – Prior to beginning construction, Contractor shall mark all preliminary drawings as VOID and insure no preliminary drawings will be used during construction. Contractor shall further direct his subcontractors, vendors, and trades to do likewise. At execution of the construction contract, the Contractor and his subcontractors shall certify that all contracts reflect the provisions of the current and official drawing revision that will be used to obtain permits and licenses from the Authorities Having Jurisdiction (AHJ)

B. Drawings and Specifications for Permitting – Contractor will be furnished computer .pdf files for bidding, building permits, and construction transmitted by email. These drawings and specifications will be labeled *Drawings and Project Manual For Construction* and will contain the Architect's Alabama registration seal. The Contractor is authorized to make sufficient copies as is required by the AHJ for submittals and procuring all required permits. The Project Manual may also be referred to as "Project Specifications"

C. Revised Drawings and Specifications - In the event that drawings are revised due to subsequent changes by the Owner or comments by the AHJ, the Contractor will be furnished amended documents by emailed .pdf files, either by individual sheet, or groups of sheets, or full set. Contractor is responsible for distribution and receipt of amended sheets to all subcontractors, vendors, and trades.

D. Drawings and Specifications for Construction– Contractor will maintain the official printed permit set of drawings and specifications for use as the master construction set. These drawings will be labeled *Drawings and Project Manual For Construction* and will contain the Architect's Alabama registration seal, and the AHJ certification stamp. The Contractor alone is authorized to make an unlimited number of copies for his and his sub-contractors' use, at the Contractor's expense. Such authorization shall expire at the completion of construction, and all drawings that can be accounted for, except final record sets, shall be destroyed or returned to Architect.

E. Additional Insured Provisions – Contractor's General, Automobile, and Umbrella Liability Insurance Policies shall name the Owner, the Architect, and their agents, consultants, and employees as Additional Insureds, stating that this coverage shall be the primary insurance for the Additional Insureds, and contain no exclusions of the Additional Insureds relative to job accidents. Architect must be furnished Certificates of Insurance listing Architect and consultants as Additional Insured. This requirement is in accord with General Conditions of the Contract 00 7200, Article 29.

END OF SECTION

INVITATION TO BID

Project: SHELBY COUNTY COURTHOUSE ROOF REPLACEMENT PROJECT

Owner: Shelby County Commission

Sealed bids will be received from qualified bidders, opened, and publicly read by the Shelby County Commission for the **SHELBY COUNTY COURTHOUSE ROOF REPLACEMENT PROJECT at the Shelby County Manager's Office, located at 200 College Street Room 123, Columbiana, Alabama, 35051. The owner will receive Bids until 2:00 p.m. on October 6, 2022.**

The owner requires the Project to be complete within **30** working days from date indicated on the Notice to Proceed. Notice to proceed will be issued after contract is executed and time charged will begin 90 calendar days after Notice to Proceed to allow for materials procurement.

All interested bidders may obtain copies of the Construction Documents upon receipt of a $20.00 non-refundable payment. Checks should be made payable to the Shelby County Commission. Interested bidders may obtain Bid Documents from the Shelby County Department of Facilities & General Services office located at 280 McDow Road, Columbiana, Alabama 35051. Electronic copies may be requested by emailing rlecroy@shelbyal.com. Contact Trey Gauntt at 205-670-6461 or at trey@shelbyal.com regarding any questions.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount of a sum no less than five (5) percent of the Bid Price.

Refer to other bidding requirements described in Document 00100 – Instructions to Bidders

Submit your Bid on the Bid Form provided.

Your Bid will be required to be submitted under a condition of irrevocability for a period of sixty (60) days after submission.

The attention of bidders is called to the provisions of State Law Governing General Contractors, as set forth in Sections 34-8-1 to 34-8-24, inclusive, Code of Alabama of 1975, as amended; and the provisions of said law shall govern bidders insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. The Owner, therefore will not consider any bid unless the bidder produces evidence that he is licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

The attention of non-resident bidders is called to the provisions of Alabama Law, Section 39-3-5, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over non-resident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident contractor, and to the requirements that the bid documents tendered by any non-resident contractor must be accompanied by "a written opinion of an attorney-at-law licensed to practice law in such non-resident contractor's state of domicile as to the preference, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

The Owner reserves the right to accept or reject any or all Bids.

Fred M. Gauntt, III, PE
Manager, Facilities and General Services
Shelby County, Alabama

1.1 SECURITY DOCUMENTS

Bidders may obtain Bid Documents from the Shelby County Facilities & General Services office located at 280 McDow Road, AL 35051 (telephone 205/670-6462). Electronic copies may be requested by emailing rlecroy@shelbyal.com.

1.2 BID FORM

A. In order to receive consideration, make all bids in strict accordance with the following:

1. Make bids upon the forms provided therefore, properly executed and with all items filled out.
2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
4. Telegraphic bid or telegraphic modification of bid will not be considered.
5. Bids received after the time specified for receiving them will not be considered.
6. Late bids will be returned to the sender unopened.
7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, expiration date, and the date and hour of the bid opening.
9. It is the sole responsibility of the bidder to see that his bid is received on time.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project, including unit prices and any specified allowances, must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

1.3 BONDS

A. BID BONDS

1. A Certified Check or Bid Bond for the lesser of five percent (5%) of the proposed Contract Amount or $10,000 made payable to Shelby County Commission must accompany each bid as evidence of good faith.
2. All Bid Bonds shall be on the standard form provided.

3. The Successful Bidder's bond will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond.
4. The Owner reserves the right to retain the bond of the two next lowest Bidders until the lowest Bidder enters into contract or until 60 days after the Bid Opening, whichever is shorter.
5. All other Bid Bonds will be returned as soon as practicable, and in accordance with Alabama State Law.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages, but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond in the amount of 100 percent of the Contract Sum, Labor and Materials Payment Bond in the amount of 50 percent of the Contract Sum.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

1.4 PRIOR TO BID

A. Examination of Drawings, Project Manual and Site of Work:

1. **Before submitting a Bid, each Bidder shall carefully examine the Drawings, read the Bid Documents, and visit the site of the Work. Bidders will need to coordinate with Owner to get access to the site.**
2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Bid Documents.
3. Allowance will not be made to any Bidder because of lack of such examination or knowledge of the existing conditions.
4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.

B. Interpretation of Bid Documents Prior to Bidding

1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Bid Documents, or finds discrepancies in or omissions from any part of the proposed Bid Documents, he may submit to the Owner a written request via facsimile (205-669-3920) or email to trey@shelbyal.com for interpretation thereof not later than three days before Bids are specified to be received.

   a. The person submitting the request shall be responsible for its prompt delivery.
   b. Interpretation or correction of proposed Bid Documents will be made only by Addendum and will be mailed, faxed, or delivered to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear thereon**.
   c. The Owner will not be responsible for any other explanations or interpretations of the proposed Bid Documents.

1.5 BIDS

A. Withdrawal of Bids

1. Any Bidder may withdraw his Bid, either personally or by written request, if received by the Owner at any time prior to scheduled time for opening bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
3. Each Bid shall be subject to acceptance by the Owner during this period.

B. Award or Rejection of Bids

1. **The Contract, if awarded will be awarded to the responsive low Bidder who proposes the lowest Contract Sum on the basis of the Base Bid plus any approved alternates**, subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

C. Proof of Competency of Bidder

1. At the time of bid, bidder must furnish a list of previous projects successfully completed. The list provided must include specific contacts and telephone numbers for each project. All projects must meet the requirements listed in Section 00200.
2. Any Bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability.

1.6 EXECUTION OF AGREEMENT

A. Public Works Contract.

B. The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.

C. The Bidder to whom the Contract is awarded by the Owner shall receive five (5) sets of Construction documents. Any sets needed beyond the initial five sets may be purchased from the Owner.

D. At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Bid Documents.

E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.

F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.7 CONTRACT TIMES

A. Contractor agrees that the work will be substantially complete within 30 working days from the date indicated on the Notice to Proceed. Notice to Proceed will be issued after contract is executed and time charged will begin 90 calendar days after Notice to Proceed to allow for materials procurement.

B. If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Architect, or by any employee of any of them or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, and whether contemplated or not, and whether or not arising by active interference by the Owner and his agents and employees shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

C. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule.

D. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion

of the Work does not entitle the Contractor to any extension in the Contract Time.

E. Time Extension for Unusually Severe Weather:

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.8 LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete the work within the specified time, an assessment of $100 per day shall be applied as damages and not as a penalty.

1.9 COORDINATION

It is the responsibility of the Contractor to schedule and coordinate any required testing and inspections.

End of Section

BID REQUIREMENTS

INSURANCE REQUIREMENTS:
The Contractor shall provide certification of required coverage to the Owner. Certification shall provide Owner with **10 days Notice of Cancellation**. Required insurance shall not be written for less than the following limits, or greater if required by law. Additional named insured shall be the Shelby County Commission, its officers, agents, and employees, successors or assigns.

Contractor's Liability Insurance:

1. Worker's Compensation

   a. State…….…….....Statutory
   b. Applicable Federal.....Statutory
   c. Employer's Liability.....$500,000
   d. Benefits required by Union labor .....as applicable
   e. Voluntary Compensation…..…..…..…..…..…..…..…..…..…..…..…..$100,000
   f. Broad Form all States Endorsement

2. Comprehensive General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Personal Injury; all as combined single limits):

   a. Bodily Injury/Property Damage, each occurrence.....$1,000,000
   b. Products/Completed Operations annual aggregate.....$1,000,000

   Products and Completed Operations Insurance shall be maintained for 3 years after the work has been completed; Property Damage liability insurance will provide X, C, or U coverage as applicable; Fellow employee Suits to be included.

3. Comprehensive Automobile Liability (owner, non-owned, hired): Combined single limits for bodily injury and property damage:
   a. Bodily Injury/Property Damage, each occurrence.....$1,000,000

Indemnity:
The Contractor shall assume all liability for and shall indemnify and save harmless the Shelby County Commission, its officers, agents, and employees, and their successors and assigns, and their consultants and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract.

The insurance shall extend to and include all of the Contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, or classified as "extra work".

ADVERTISEMENT OF COMPLETION:

Immediately after completion of the Contract, the Contractor shall publish an Advertisement of Completion (see sample form within this document) The Shelby County Reporter, once a week for four consecutive weeks. Proof of publication of said notice shall be submitted by the Contractor to the Shelby County Commission by affidavit of the publisher and a printed copy of the notice. In no instance shall a final settlement be made upon the Contract until the expiration of thirty (30) days from the completion of the Contract.

END OF SECTION

Bids shall be submitted in triplicate.

DATE: _____

TO: Mr. Chad Scroggins
Shelby County Commission
200 West College Street
Columbiana, AL 35051

_____
Bidding Contractor

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction of:

SHELBY COUNTY COURTHOUSE ROOF REPLACEMENT PROJECT
– Shelby County

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

Total Base Bid Amount -_____

2. I understand that Shelby County reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.

3. There will not be a pre-bid meeting for this project. Any questions or clarifications regarding the bid should be submitted in writing and answers will be provided.

4. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the Owner and to fully complete work as specified in the required timeframe.

5. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the proof of insurance coverage, within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.

6. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth in Item 7 below.

7. The names of all persons interested in foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

_____

_____

_____

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders, and that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond. The required Bid Bond is attached to this Bid.

NAME OF FIRM: _____

ADDRESS: _____

ALABAMA GENERAL CONTRACTOR'S LICENSE #: _____

SIGNED: _____

PRINT NAME: _____

TITLE:_____

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

The entirety of this project shall be bid as a **"LUMP SUM BID".** The Bidder agrees to perform all necessary work described in the **CONTRACT DOCUMENTS** for the project, constituted by the **LUMP SUM BID**.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____
(Name of Surety)

_____, as Surety, are held and firmly bound unto
(Address)

the **SHELBY COUNTY COMMISSION** as Obligee in the full and just sum of five percent (5%) of amount bid (Maximum amount - $10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

PROJECT NAME: _____

The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____day of _____, 20_____.

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____

NAME OF PARTNERSHIP, JOINT VENTURE OR CORPORATION:
(Name of Partnership, Joint Venture or Corporation*) – (If Two Corporations**)

Business Mailing
Address: _____ BY: _____(L.S.)
(Signature and Position or Title of
_____ Officer Authorized to Sign Bids and
Contracts for the Firm)

Business Mailing
Address: _____ BY: _____(L.S.)
(Signature and Position or Title of
_____ Officer Authorized to Sign Bids and
Contracts for the Firm)

Business Mailing
Address: _____ BY: _____(L.S.)
(Signature and Position or Title of
_____ Officer Authorized to Sign Bids and
Contracts for the Firm)

* (Corporate Seal)
Attest:

Name of State under the laws of which the Corporation was chartered:

_____ _____
(Secretary)

** (Corporate Seal)
Attest:

Name of State under the laws of which the Corporation was chartered:

_____ _____
(Secretary)

_____
(Name of Surety)

BY: _____
(Attorney-in-Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED, AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM IS SIGNED BY PRINCIPAL AND SURETY OR A CERTIFIED CHECK IN THE PROPER AMOUNT IS FURNISHED. CASHIER'S CHECK IS NOT ACCEPTABLE.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

Part 1 – General

Project Description:
Contractor shall provide materials and construction services for the project at the Shelby County Courthouse, as shown on the project drawings and specifications. The work shall comply with the following specifications; see attached exhibits.

Requirements for Contractor:
Contractor and contractors on site staff shall have experience in the construction of similar projects. Contractor shall provide documentation satisfactory to Owner of compliance with these experience requirements and that contractor's operator is competent to construct the proposed project.

Construction Timeframe:
Project to be complete within **thirty (30)** working days from date of indicated on the notice to proceed. Notice to proceed will be issued 90 days after contract is executed to allow for material procurement.

Construction Scope and Site Conditions:
Operator(s) to construct the project per the project specifications and layout.

Contractor is expected to execute a Public Works Contract, Bonds and provide other required documents as required by the contract and Local and State laws. (Sample Attached)

Building permit and other permits required are the responsibility of the Contractor.

END OF SECTION

1. The successful bidder, upon notification by the Owner, shall have ten (10) days to execute a contract pertaining to the scope of work as identified within this bid proposal package. Failure to do so shall result in forfeiture of the bidder's bond subject to stipulations as provided herein.
2. After the contract is signed and executed by both parties, the Owner shall issue a "Notice to Proceed" to the successful bidder.
3. Upon failure of the Contractor to complete the contract work within twenty (20) working days, the Contractor shall be assessed liquidated damages of the amount specified of $100 per day.
4. The contractor shall locate all utilities prior to commencing construction. Prior to the start of construction, the contractor shall field verify the locations of all pipes, power lines, and utilities to check for conflicts with the construction project. The Contractor shall notify the Owner immediately if a conflict is found prior to commencement of construction. It shall be the responsibility of the Contractor to determine the exact location of all existing utilities, whether shown on the plans or not. In the event of a conflict it shall be the responsibility of the contractor to cooperate with the applicable utility company.
5. It is the responsibility of the contractor to verify all quantities and site conditions prior to bidding. The Contractor shall notify the Owner prior to bidding of any discrepancies in the plans.
6. The contractor shall be responsible for obtaining all required construction permits.
7. Any erosion control devices required will be the responsibility of the contractor and shall be installed and maintained by the contractor per ADEM BMP specifications.
8. The project access limits will be closed to the public during construction with the exception of the public entrance which will remain open and shall be responsibility of the contractor to maintain safe and compliant access for the public during operating hours.
9. The Contractor will be responsible for any and all aspects of job safety. The Owner will not supervise or inspect any safety feature.
10. It shall be the duty and the responsibility of the Contractor to give notification to the Owner 24 hours prior to commencement of any construction activity. Failure to notify as required may be grounds for non-acceptance.
11. The Owner reserves the right to omit and self-perform any individual item of work partially or in whole.
12. Proof of Competency of Bidder – At the time of bid, bidder must furnish a list of previous similar projects successfully completed. The list provided must include specific contacts and telephone numbers for each project. Upon request prior to award of bid the Owner may request any bidder to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to

be employed on the project.

13. Prior to installation or request for associated field inspections, shop drawings shall be submitted for review and approval, designed in accordance with the project plans and specifications.

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

A. Procedural requirements for processing the following:

1. Schedule of Values
2. Cash flow projections for the project
3. Lump Sum and Unit prices (if any)
4. Payment applications
5. Payments at substantial completion
6. Payment at final completion
7. Identification of substitutions and alternatives in payment requests
8. Accounting of Change Order amounts and allowances, and similar cost and pay-out related requirements

1.2 LUMP SUM PRICE SCHEDULE

A. General:

a. It is recognized that this project is a lump sum bid as listed in the Bid Form, and that the Owner- Contractor Agreement records acceptance or rejection of the bid price, either as bid or as otherwise agreed upon by the date of the Agreement.
b. It is recognized that the utilization of the lump sum price contain total costs as defined therein, and include each entity's total cost to include margins for overhead and profit.

1.3 PAYMENT REQUESTS

A. General:

a. Except as otherwise indicated in the Contract Documents, comply with the procedures and requirements of the General Conditions, including the submittal of supporting documentation and waivers or releases of lien.
b. Refer to the Supplementary Conditions for requirements concerning "retainage" by Owner on payment.
c. Except as otherwise indicated, sequence of progress payments shall be made on a regular basis, and each must be consistent with previous applications and payments.

B. Payment Application Times:

The period of construction work covered by each payment request is the period indicated in the General Conditions.

C. Final Payment Application:

a. The administrative actions and submittals which must precede or coincide with submittal of the final payment application can be summarized as follows but not necessarily limited to these:

i. Completion of project closeout requirements
ii. Completion of items specified for payment application at time of substantial completion (regardless of whether such application was made).
iii. Written assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
iv. Transmittal of required project construction records to Owner.
v. Proof, satisfactory to Owner, that taxes, fees and similar obligations of the Contractor have been paid.
vi. Removal of temporary facilities, services, surplus materials, rubbish and similar provisions.
vii. Final payment for the work to be performed under this project shall be in accordance with the advertisement of completion requirements as set forth in the State of Alabama Public Works Bid Law.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

A. The entirety of the Project shall be bid lump sum price. The Bidder agrees to perform all necessary work described in the Contract Documents. Alterations to the Construction Contract will be based on the lump sum price established in the Base Bid Schedule, and the Bidder will receive no additional compensation for items covered under this scope. All materials and services provided for construction on this project shall meet or exceed the requirement of the project specifications outlined herein.

B. Even though an item of work is included in the technical specifications, if it is not both covered herein and specifically itemized in the Bid Form, payment for it shall not be separately made. Such work shall be considered a necessary part of or incidental to its related work and shall be subsidiary obligation to the items of work being performed.

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

A. Procedural requirements for considering and processing Change Orders.

B. Related Requirements:
   a) Agreement: The amounts of established unit prices
   b) Conditions of the Contract:
      1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
      2. Contractor's claims for additional costs
   c) Section 01025: Cost Reporting and Payments

1.2 PRELIMINARY PROCEDURES

A. Owner or Engineer may initiate a potential change by submitting a Proposal Request to Contractor. Request will include the following:

   a) Detailed description of the change, products, and location of the change in the Project.
   b) Supplementary or revised drawings and specifications.
   c) The Projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
   d) A specific period of time during which the requested price will be considered valid.
   e) Such request is for information only, and is not an instruction to execute the changes, nor is it a mandate to stop work in progress.

B. Provide full written data required to evaluate changes.
   a) Maintain detailed records of work performed on a time-and-material/force account basis.
   b) Provide full documentation to Owner upon request.

C. Designate in writing the member of Contractor's organization:
   a) Who is authorized to accept changes in the work
   b) Who is responsible for informing others in the Contractor's organization of the authorization of changes in the work.

D. Owner will designate in writing the person who is authorized to execute Change Orders.

1.3 CONSTRUCTION CHANGE DIRECTIVES

A. In absence of total agreement on the terms of a Change Order, the Owner may prepare and issue a Construction Change Directive directing a change in the work, for subsequent inclusion in a Change order.
   a) Construction Change Directive will describe changes in the Work, and describe the method of determining any change in the Contract Sum or Contract Time, or both
   b) The Owner will sign construction Change Directive

B. Upon receipt of a Construction Change Directive, Contractor shall do the following:
   a) Promptly proceed with the change in the work involved
   b) Promptly advise the Owner 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.

C. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them.
   a) Such agreement shall be effective immediately and shall be recorded as a Change Order
   b) If Contractor does not respond promptly or if he disagrees with the Construction Change Directive, he shall comply with General Conditions.

D. A Construction Change Directive shall be processed in compliance with requirements of the General Conditions.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

B. On request provide additional data to support time and cost computations:
   a. Labor required
   b. Equipment required:
      i. Recommended source of purchase and unit cost
      ii. Quantities required
   c. Taxes, insurance and bonds
   d. Credit for work deleted from Contract, similarly documented
   e. Overhead and profit, for subcontractor and General Contractor separately
   f. Justification for any change in Contract Time

C. Support each claim for additional costs, and for work done on a time-and – material/force account basis, with documentation as required for a lump sum proposal, plus the following additional information:
   a. Name of the Owner's authorized agent who ordered the Work, and date of the order
   b. Dates and hours work was performed, and by whom
   c. Time record, summary of hours worked, and hourly rates paid
   d. Receipts and invoices for:
   e. Equipment used, listing dates and times of use
   f. Products used, listing of quantities
   g. Subcontracts
   h. Overhead and Profit, taxes, insurance

D. Document requests for substitutions for Products as specified elsewhere in Division One

1.5 PREPARATION OF CHANGE ORDERS

A. Contractor will prepare each Change Order.

B. Change Order will describe change in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.6 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.

B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub-schedules to show changes for other items of Work affected by the changes.

C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -- PRODUCTS
Not Used

PART 3 – EXECUTION
Not Used

END OF SECTION

Part 1 – General

1.1 PRE-CONSTRUCTION MEETING

A. Schedule meeting within the early stages of Construction as determined by the owner.

B. Suggested Agenda: Contractor shall prepare written material, distribute lists, and discuss the following:
   a. Identification of major Subcontractors and Suppliers
   b. Projected construction schedule (To be supplied in bar chart format by the Contractor prior to beginning work)
   c. Critical work sequencing
   d. Major Equipment deliveries and priorities
   e. Project coordination, including designation of responsible persons
   f. Procedures for, and processing of:
      i. Field decisions
      ii. Proposal requests
      iii. Submittals
      iv. Change orders
      v. Applications for payments
   g. Adequacy of distribution of Contract Documents
   h. Procedures for maintaining Record Documents
   i. Use of premises
      i. Work and storage areas
      ii. Owner's requirements
   j. Construction facilities, construction aids, and controls
   k. Temporary utilities
   l. Safety and first aid procedures
   m. Security procedures
   n. Housekeeping procedures
   o. Working days/hours

1.2 PROGRESS MEETINGS

A. Schedule progress meetings as determined by the owner when they are necessary.

B. Suggested Agenda:

   a. Review and approval of minutes of previous meeting
   b. Review of work progress since previous meeting
   c. Field observations, problems, conflicts.
   d. Problems which impede construction schedule

e. Corrective measures and procedures required to regain projected schedule
f. Revisions to construction schedule
g. Plan progress and schedule for succeeding work period
h. Coordination of schedules
i. Review submittal schedules; expedite as required
j. Review proposed changes for:
    i. Effect on construction schedule and on completion date
    ii. Effect on other contracts of the Project
k. Other Business

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

Procedures for preparation, submission and review of "Horizontal Bar Type" Progress or Construction Schedules for the entire project, and bi-weekly updating.

1.2 FORM OF SCHEDULES

Prepare Construction Schedules in the form of a horizontal bar chart prior to commencing the work. Work shall not commence until the Contractor submits the project schedule for review.

1.3 CONTENT OF SCHEDULES

A. Construction Schedules shall include the following:
   a. Complete sequence of construction by activity.

1.4 SUBMITTALS

A. Submit Design and Construction Schedule within five (5) calendar days after date of a contract award
   a. Owner will review design and schedule and return a copy marked approved or with comments.
   b. If required, resubmit for final review.

1.5 DISTRIBUTION

A. Distribute copies of approved Design and Construction Schedule to job file and other concerned parties.

B. Instruct all recipients to report any inability to comply and provide detailed explanation with suggested remedies.

1.6 DURATION AND MILESTONES

A. Notice to proceed will be issued after contract is executed and time charged will begin 30 calendar days after Notice to Proceed to allow for materials procurement. The project shall be substantially completed within 30 working days after the Contract Time commences to Run. Upon reaching substantial completion, the successful contractor will be issued a letter stating the project has reached substantial completion, the work will be inspected, and a punch list will be generated and forwarded.

B. The Contractor shall prosecute the work diligently and will avoid interfering with or delaying any progress of any other Contractors or the Owner's own forces on other project related work.

Part 2 - Products

Not used

Part 3 - Execution

Not used

END OF SECTION

Part 1 – General

1.01 SECTION INCLUDES

Procedures for processing Shop Drawings, Product Data, Office Samples, and Certificate of Compliance

1.02 GENERAL PROCEDURES

A. The approval of submittals does not constitute a Change Order.

B. All items shall be submitted under Contractor's transmittal letter. The Contractor shall stamp each submittal with his submittal stamp, and shall include the following information:

   1. Project by title and Owner's project number
   2. Work and products by Specifications Section and Article number
   3. Contractor shall submit one copy of every submittal or sample to Owner for review.

C. Resubmittals: When Owner requires that a submittal be "resubmitted," comply with the requirements of this Section and identify changes made since the previous submittal.

D. Notify Owner in writing at time of submittal of any deviations from the requirements of Contract Documents.

E. Make all submittals far enough in advance of scheduled dates for installation to provide sufficient time for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing deliver.

   1. Review Time: In scheduling work activities, allow at least seven (7) working days from Owner's receipt for his review. The seventh day shall be defined as the first day of return to the Contractor.
   2. Delays caused by the tardiness of the Contractor in preparing and in forwarding of submittals will not be an acceptable basis for extension of the Contract completion date nor for consideration of alternate products that do not meet the specified requirements of this Project Manual.

F. Starting work which requires submittals to be approved by Owner before Owner approves and returns the submittals to Contractor shall be at Contractor's risk.

END OF SECTION

Part 1 – General

1.01 GENERAL STORAGE

A. Store products immediately on delivery in accordance with the manufacturer's printed instructions, with seals and labels intact and legible, and protect until installed in the work.

B. Arrange storage in a manner to provide easy access for inspection.

C. Provide protection and restrict access to project site, in-place work, and stored materials from vandalism.

1.02 EXTERIOR STORAGE

A. Provide substantial platforms, blocking or skids to support fabricated products above the ground to prevent soiling or staining.

B. Cover products that are subject to discoloration, deterioration, or oxidation from exposure to the elements with impervious sheet coverings or sheds constructed of lumber. Provide adequate ventilation to avoid condensation.

C. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

D. Provide surface drainage to prevent flow or ponding of rainwater.

E. Prevent mixing of refuse or chemically injurious materials or liquids.

F. Maintain a periodic system of inspections of stored products on a scheduled basis to assure that:

   a. Condition of storage facilities is adequate to provide required conditions.

   b. Required environmental conditions are maintained on a continuing basis

c. Surfaces of products exposed to elements are not adversely affected. NOTE: any weathering of products, coatings and finishes is not acceptable under requirements of the Contract Documents.

1.03 PROTECTION AFTER INSTALLATION

A. Provide substantial coverings to protect installed products from damage from subsequent operations and vandalism. Remove when no longer needed, prior to completion of work.

B. Control traffic to prevent damage to equipment and surfaces.

C. Provide coverings to protect finished surfaces from damage.

D. In other areas subject to foot traffic, secure heavy paper, sheet goods or other materials in place.

E. For movement of heavy products, lay planking or similar materials in place.

F. Prohibit traffic of any kind across grassed, seeded, or landscaped areas.

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

I. Part 1 – General

1.01 SUBSTANTIAL COMPLETION

A. When the project is considered to be substantially complete, submit written notice to the Owner that the project or designated portion is substantially complete. Include a list of items to be completed.

B. Within a reasonable time, Owner will inspect to determine status of completion, and compile a punch list of items to be completed and corrected. If Owner determines that Work is not substantially complete, he will immediately notify Contractor in writing. The Owner will generally point out his reasons; he will not be obligated to give an exhaustive list of discrepancies.

C. Contractor's Duties are to remedy the deficiencies and send the Owner another written Notice of Substantial Completion.

D. Owners Actions will be to re-inspect the work and issue a Certificate of Substantial Completion when he considers it to be warranted.

1.02 OWNER OCCUPANCY

A. Owner's Action: Occupy the Project, or designated portion of the Project, in accordance with provisions of the Certificate of Substantial Completion.

B. Contractor's Duties:
   a. Obtain Certificate of Occupancy if required by local building codes authority.
   b. Obtain consent of insurance company or companies to keep insurance in force during partial occupancy by the Owner.
   c. Make corrections listed on punch list attached to Certificate of Substantial Completion.
   d. Perform final clean up.

1.03 FINAL COMPLETION

A. When this Project is considered to be complete, Contractor shall submit certification indicating the following:

   a. Contact Documents have been reviewed and Work has been inspected for compliance with those Documents.
   b. Work has been completed in accordance with Contract Documents.
   c. All punch list items have been corrected
   d. Work is complete and ready for final inspection.
   e. Appropriate notifications have been filed with Governmental Agencies (attach copies.)

B. Owner's actions during final inspection:

   a. Inspect to verify the status of completion with reasonable promptness
   b. Notify Contractor in writing about any Work considered to be incomplete or defective.

C. Contractor's Duties: take immediate action to correct deficiencies, and send certification to Owner that Work is complete.

D. Owner's duties: determine when Work is acceptable then request Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES

Should status of completion of work require re-inspection by Engineer due to failure of work to comply with Contractor's claims on initial inspection, Owner will deduct the amount of Engineer's compensation for re-inspection services from final payment to Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS REQUIRED

A. Documents required by State Licensure inspectors and other authorities having jurisdiction.

B. Project Record Documents: Comply with Section 01720

C. Operation and Maintenance Data: Comply with Section 01730

D. Warranties and Bonds: Comply with Section 01740

E. Evidence of Payment and Release of Liens: Comply with requirements and Conditions of the Contract

F. Consent of Surety to Final Payment

G. Certificates of Insurance for Products and Completed Operations: Comply with Supplementary Conditions

H. Test Results: Complete, dated test results of various systems signed by persons authorized to sign for the qualified testing agencies that conducted tests.

I. Closeout documents shall require written acceptance by the governing agency.

1.06 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit a final statement to Owner indicating all adjustments to the Contract Sum. Include the following:

   a. Original Contract Sum
   b. Previous change orders
   c. Changes under allowances
   d. Changes under unit prices.
   e. Deductions for uncorrected work
   f. Penalties and bonuses
   g. Deductions for liquidated damages.
   h. Deductions for re-inspection fees
   i. Other adjustments to Contract Sum
   j. Total Contract Sum, as adjusted.
   k. Previous payments.
   l. Sum remaining due

B. If required, a final Change Order will be prepared reflecting approved adjustments to Contract Sum that were not previously made on Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

Submit final Application for Payment in accordance with procedures and requirements of the Conditions of the Contract and Alabama State Law.

1.08 FINAL PAYMENT

Owner will make final payment.

1.09 POST-CONSTRUCTION INSPECTION

Prior to expiration of one year from the Date of Substantial Completion, the Owner will make a visual inspection of the Project to determine whether correction of Work is required, in accordance with the Conditions of the Contract.

The Owner will promptly notify the Contractor, in writing, of any observed deficiencies. Contractor shall then correct deficiencies promptly.

II. Part 2 – Products

Not Used

III. Part 3 – Execution

Not Used

END OF SECTION

Part 1 – General

1.01 SECTION INCLUDES

A. Procedural requirements for maintaining documents and samples at the site as required in the General Conditions.

B. The General Conditions require the Contractor to maintain a record copy of the following for Owner's review:

   a. Drawings
   b. Specifications and Schedules (Project Manual)
   c. Addenda
   d. Change Orders and other documents which modify original document
   e. Approved shop drawings, product data and samples
   f. Records of all changes made during construction

C. In addition to the above, the Contractor shall maintain at the site a record copy of the following where applicable:

   a. Field test records
   b. Manufacturer's certificates
   c. Inspection certificates

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain Record Documents on site, apart from the documents used for construction.

B. Label and file Record Documents in sequence with section number listings in Table of Contents of this Project Manual. Label each document "Project Record" in the lower right hand corner in neat, large printed letters.

C. Maintain Record Documents in clean, dry, legible condition. Do not use Record Documents for construction purposes.

D. Keep Record Document and samples available for inspection by Owner.

1.03 RECORDING

A. Record information concurrently with construction progress. DO NOT conceal work until required information has been recorded.

B. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including the following:
   a. Depth of footings in relation to finish first floor leveL

b. Measured horizontal and vertical locations of underground utilities, valves, etc. referenced to the original survey line. Show direction of flow of pipe and depth of piping underground.
c. Field changes of dimensions and details
d. Changes made by Contract Modifications
e. Details not on original Contract Drawings

C. Project Manual: Legibly mark to record actual construction , including the following:

a. On appropriate pages, record changes made by Addenda, Change Orders and other modifications

b. On appropriate pages, enter trade name, manufacturer, catalog number, and name of supplier of each product and item actually installed, if different from that specified

c. Other items installed but not originally specified

1.04 RECORD DRAWINGS

A. Record Drawings that are required for Owner's records, shall be recorded on blueprints (other than the construction drawings) kept on the job by the Contractor. Do not use Record Drawings for construction purposes.

B. The Contractor shall transfer all changes recorded on construction drawings to the Record Drawings. All information shall be recorded neatly and legibly.

1.05 SUBMITTALS

A. At Contract Closeout, deliver Record Documents and samples, including Record Drawings, to Owner.

B. Submit Record Documents under cover of a transmittal letter containing:

a. Date
b. Project title and number
c. Contractor's and subcontractor's names and addresses
d. Title and number of each Record Document
e. Certification that each document submitted is complete and accurate
f. Signature of Contractor or his authorized representative

Part 2 – Products

Not Used

END OF SECTION

Part 1 – General

1.01 SECTION INCLUDES

Provide warranties and bonds required for specific products: **All materials that will become a permanent part of this project shall require a written manufacturer's warranty**.

1.02 FORM OF SUBMITTALS

A. Bind in commercial quality 8-1/2 x 11 three-ring side binders, with hardback, cleanable, plastic covers.

B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS" with title of Project; name, address, and telephone number of contractor; and name of responsible principal.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section that detailed the name of the product or work item.

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing.
   a. Provide full information using separate typed sheets as necessary
   b. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.03 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.04 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents to Owner after acceptance.

B. Make other submittals to Owner after date of Substantial Completion, prior to final Application for Payment.

C. For items of work when acceptance is delayed beyond date of Substantial Completion, submit documents to owner after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.05 WARRANTY PERIOD

A. The warranty period shall continue for a period of twenty (20) years from the date issued by the manufacturer and the final acceptance of the work. All materials of construction, installation, and workmanship shall be covered under this warranty.
B. Roof warranty shall be as specified in roofing section.
C. Provide Roofing Contractors 2 year Roofing Guarantee per roof spec (075419-8).

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over $50,000
Act 97-225

THIS AGREEMENT, entered into as of this _____ day of _____ by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR). This agreement concerns:_____ as described in the noted attached plans index, specifications index, project issued addenda 1,2,3,4 & 5, and the contractor's bid (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY is currently involved in the planned construction of the PROJECT as specified in design and bid specifications dated _____, which said design and bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein. (See also attached bid by CONTRACTOR on the _____) and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for the construction of the PROJECT; and

WHEREAS, the COUNTY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying plans and specifications in a good, competent, and workmanlike manner as requested and determined by the COUNTY and in strict compliance with the design and bid specifications for such PROJECT as referenced in other portions of this Contract.

The CONTRACTOR will supply to the COUNTY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the COUNTY.

B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project

C) The CONTRACTOR will furnish to the COUNTY a performance bond equaling the total bid amount of the PROJECT payable to the COUNTY, which said bond shall be in form and substance as approved by the COUNTY. The CONTRACTOR shall also execute and furnish to the COUNTY a payment bond securing the CONTRACTOR'S obligation to pay for all labor, materials, or supplies for work done pursuant to this contract, which said payment bond shall be in an amount equal to fifty percent (50%) of the total contract price and shall be in form and substance as approved by the COUNTY. Said payment bond shall also provide bonded coverage to cover and to compensate for reasonable attorney fees incurred by a successful party in civil actions brought on the bond and ordered to be paid by a court of competent jurisdiction.

D) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammond Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the COUNTY it will execute and file and take such action as is deemed by the COUNTY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed thirty (30) working days beginning after receiving Notice to Proceed from the COUNTY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Contract, at no expense to the COUNTY.

(c) *Subcontracts*. None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Manager,
Shelby County Department of Facilities and General Services
280 McDow Road
Columbiana, Alabama 35051
(205) 670-6461
Email: trey@shelbyal.com

(2) CONTRACTOR: _____
_____
_____
_____

(f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the COUNTY. Work will be performed by the CONTRACTOR under the direct supervision of the representative of the COUNTY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the COUNTY, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the COUNTY, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the COUNTY. The decision of the COUNTY upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

(g) Attachment A - Supplemental Conditions is hereby incorporated as part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. The total amount to be paid under this section for services shall not exceed _____ ($_____). Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period

because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to COUNTY's satisfaction. The CONTRACTOR, upon completion and acceptance by COUNTY of the work, shall give notice of completion of PROJECT by advertising in the Shelby County Reporter. The advertisement must run four consecutive weeks. After receiving the affidavit from the newspaper publisher and a copy of the notice published and acceptance by the COUNTY, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

__X__ The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

_____ The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) T*ermination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the COUNTY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Contract shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Waiver of Trial by Jury*. The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims

of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this Contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the COUNTY.

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual written agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the COUNTY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the COUNTY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

Section 11. Indemnification and Liability

The COUNTY shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from CONTRACTOR's performance of this Contract, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this Contract and for the performance of all work herein provided. The CONTRACTOR shall further indemnify the COUNTY and hold the COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the COUNTY in defending any claim or lawsuit made against the COUNTY by any person, firm, or corporation arising directly or indirectly out of any work performed by the CONTRACTOR pursuant hereto or any breach or alleged breach of duty or responsibility of the CONTRACTOR related thereto.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

ATTEST: SHELBY COUNTY

_____ _____

By: Chad Scroggins
County Manager

_____

Date

ATTEST: CONTRACTOR

_____ _____

By (print): _____

Title:_____

_____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

1) Work must be coordinated with the COUNTY.

2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.

3) The CONTRACTOR must maintain work space clean and free of debris.

4) The CONTRACTOR's price quote dated _____, 202__is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.

5) By signing this contract, CONTRACTOR 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.

6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars ($1,000,000.00) coverage in form and substance as approved by COUNTY. A "Certificate of Insurance" shall be furnished to COUNTY and shall specify that such insurance is not subject to cancellation without prior written notice to COUNTY of at least thirty (30) days. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.

7) When required by law the CONTRACTOR shall also provide to COUNTY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to COUNTY.

8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by Shelby County and return the same to Shelby County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment

Verification and Memorandum of Understanding and such other documentation as Shelby County may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Shelby County and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

10) If work being performed interferes with normal operations of the facility, the work shall be scheduled after hours as necessary.

Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 2 CFR Part 2867, for the prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposal for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency:

B. Have not within a three year period preceding this covered transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and

D. Have not within a three year period preceding this transaction had one of more public transactions (federal, state or local) terminated for cause or default.

I/we hereby certify that I/we are in complete compliance with all of the provisions noted above as of this date_____, 20_ .

_____ _____

Print:_____ Print: _____

_____ _____

Print: _____ Print: _____

_____ _____

Print: _____ Print: _____

BOND
FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, _____ and _____ and _____ as Surety, are held and firmly bound unto the County of Shelby, in the penal sum of _____ and /100 Dollars ($_____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this _____ day of _____, 20___.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound _____ have this day entered into a Contract with the said Shelby County Commission for the completing the project described in the attached plans and specifications on CR 83 in Vincent in Shelby County, to-wit: known as Buck Creek Greenway Project, located within the said County, a copy of which said Contract is hereto attached.

NOW, THEREFORE, in the event that said _____, as such Contractor, shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and to no effect, otherwise to remain and be in full force and effect.

PROVIDED, FURTHER, THAT upon failure of the said_____, to promptly and efficiently prosecute said work, in any respect, in accordance with the Contract, the above bound _____
_____,
as Surety, shall take charge of said work and complete the Contract at their expense, pursuant to its terms, receiving however, any balance of the funds in the hands of said County due under said Contract. Said Surety may, if they so elect, by written direction given to the Shelby County Commission authorize the Commission to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agree and bind themselves to pay the expense of the completion of such work, less any funds in the hands of the County remaining due to the above bound Contractor.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said County Engineer upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications, and the Contract hereinbefore referred to, and the Bond for Performance of the Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation and instrument is to be construed in connection therewith.

WITNESS our hands and seals this _____ day of _____2006.

_____ (L.S) _____ (L.S.)
Contractor

_____ _____

_____ _____

_____ _____
Surety

By _____

Address _____

BOND FOR
PAYMENT OF
LABOR, MATERIAL, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and and _____ as Sureties, are held and firmly bound unto the County of Shelby, in the penal sum of _____and /100 Dollars ($_____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this _____ day of _____, 20___.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound _____ have this day entered into a Contract with the said County of Shelby for the for the completing the project described in the attached plans and specifications, to-wit: known as Buck Creek Greenway Project, located within the said County, a copy of which said Contract is hereto attached.

NOW, THEREFORE, in the event that said _____ as such Contractor shall promptly make payment to all persons supplying him or them with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, FURTHER, in the event that the said _____ as such contractor shall fail to make prompt payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the work provided in such contract, the above bound _____ as Surety shall be liable for the payment of such labor, materials, feed-stuffs or supplies and for the payment of reasonable attorney's fees incurred by the successful claimants of plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said County Engineer may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Shelby County Commission shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said principal and sureties shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said County Engineer upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals this _____ day of _____20___.

_____(L.S) _____(L.S.)
Contractor

_____ _____

_____ _____

_____
Surety

By _____

Address _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

_____Name and Title of Signer
(Please Print)

_____ _____
Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE OF AWARD

To: _____ **Date:** _____

Project: Shelby County Courthouse
Roof Replacement Project

The OWNER has considered the BID submitted by you for the above described PROJECT in the bid received _____, 2022.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Please make your required submittals in the bid documents to be reviewed and approved prior to fabrication of the materials.

Owner

By: _____
Fred M. Gauntt III, PE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 2022.

_____
Contractor

By _____

_____
Title

NOTICE TO PROCEED

To: _____ **Date:** _____

Project: **Shelby County Courthouse Roof Replacement Project**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete the WORK within **30 working** days thereafter. The date of completion of all WORK is therefore approximately _____.

SHELBY COUNTY, AL
Owner

By: _____
Chad Scroggins,
County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by_____ this the_____ day of _____, 2022.

_____
Contractor

By _____

_____
Title

PUBLIC WORKS CONTRACT
SHELBY COUNTY COMMISSION

CHANGE ORDER

DATE: CHANGE ORDER NO:

PROJECT:

CONTRACT DATE: _____

CONTRACTOR: _____

_____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT:

IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS YOU ARE INSTRUCTED TO FURNISH:

AMOUNT OF ORIGINAL CONTRACT	$
AMOUNT OF PREVIOUS CHANGES	$
AMOUNT OF THIS CHANGE	$ $0.00
TOTAL AMOUNT OF ADJUSTED CONTRACT	$ $0.00

NOTE: IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE IS COMPENSATION IN FULL FOR CHANGES AS INDICATED. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL RIGHTS FOR ANY ADDITIONAL COMPENSATION ARE WAIVED CONCERNING THE CHANGES CONTAINED HEREIN.

		Shelby County Commission	
BY:		BY:	
TITLE:	Owner	TITLE:	Manager, Facilities & General Services
DATE:		DATE:	

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____ (Contractor), has completed the Contract for (Construction / Renovation / Alternation / Equipment / Improvement) of the Shelby County Courthouse Roof Replacement Project.

at 112 North Main Street in Columbiana

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

_____

_____

(Architect)

_____

(Contractor)

_____

(Business Address)

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

Form C-23

Shelby County

Affidavit for Payment of Debts Incurred on Construction Projects

Project No. _____
County _____
Contractor _____
Description and Location of Project _____
_____

This is to certify that all known debts for labor and materials used on the project and all approved sub-contractual obligations associated with the construction of Project _____, _____ County, have been paid or will be paid within five (5) days after final payment.

Sworn to this the _____ day of _____, _____.
(Month) (Year)

_____
(Name)

_____
(Title)

_____
(Contractor)

Sworn to and subscribed before me on the _____ day of _____, _____.
(Month) (Year)

_____
(Notary)

For _____ County _____State

My commission expires _____
(Date)

JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner
JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner

Alabama Department of Revenue NOTICE

Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at http://revenue.alabama.gov/salestax/ST-EXC-01.pdf. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities.*]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, Sales *and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (https://myalabamataxes.alabama.gov).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

"An Affirmative Action / Equal Opportunity Employer"

WHAT'S NEW?

TOPIC: Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, Sales and Use Tax Certificate of Exemption for Government Entity Projects, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at http://revenue.alabama.gov/salestax/ST-EXC-01.pdf. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.**[Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities.]
The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, Sales and Use Tax Certificate of Exemption for Government Entity Projects, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (https://myalabamataxes.alabama.gov).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, Purchasing Agent Appointment, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email atThomas.Sims@revenue.alabama.gov.

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project description overview.
   2. Work by Others.
   3. Contractor's use of site and premises.
   4. Owner furnished Products.

1.2 PROJECT DESCRIPTION OVERVIEW

A. Work is described as the roof replacement of the Harrison Regional Library.
B. Work includes
   a. Removing existing EPDM and insulation and replacing with R-20 tapered ISO and 50 mil PVC membrane.
   b. Roofing over existing built-up roofing with 1" ISO and 50 mil PVC membrane.
C. The Project will be constructed under a single construction contract.
D. This is a sales tax exempt project.

1.3 WORK BY OTHERS

A. Separate Contracts:

   1. Work under separate contract may be executed concurrently with Work of this Contract.
   2. Cooperate with the Owner and separate contractors to accommodate Owner's work.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Contractor shall fully comply with owner requirements for building access and use of site for staging and storage areas.
B. Contractor shall have adequate, but limited, use of site and premises for execution of the Work.
C. Do not store products or materials in any areas that interfere with the operations of the Owner.
D. Assume full responsibility for protection and safekeeping of products under this Contract stored on site.
E. Obtain and pay for use of any additional storage or work areas needed for operations.

F. Coordinate use of site and premises with the Owner:
   1. Employee parking: In designated areas.
   2. Access to site and premises: In designated areas.
   3. Storage and staging areas: In designated areas.
   4. Transport materials and equipment to and from construction area along routes approved by local jurisdiction
G. Confine operations to construction area unless otherwise approved by Owner.
H. If access to adjacent common or occupied spaces is required, schedule operations with Owner in advance.
I. Do not interrupt building fire or life safety systems without emergency security watch in force.
J. Do not close or obstruct exits at any time without emergency security watch in force.
K. Do not use or store hazardous or flammable materials on premises.
L. Prohibit smoking within interior spaces.

1.5 OWNER FURNISHED PRODUCTS

A. Products that will be furnished and paid for by Owner are as follows:
   1. NONE
B. Contractor's Responsibilities include but are not limited to:
   1. Designate delivery date for each product in Progress Schedule.
   2. Review Shop Drawings, Product Data and Samples. Submit to Architect with notification of any discrepancies or problems anticipated in use of product.
   3. Receive and unload products at site.
   4. Promptly inspect products jointly with Owner; record shortages, damage, and defective items.
   5. Handle products at site, including uncrating and storage.
   6. Protect products from exposure to elements and from damage.
   7. Assemble, install, connect, adjust, and finish products, as stipulated in respective specification section.
   8. Repair or replace any items damaged by Contractor's forces.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

Part 1 – General

1.01 CLEANING

A. The Contractor is responsible for clean up.
B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
C. During the course of the work, keep streets clean from mud, dirt, debris, and other materials removed from the job site. Promptly remove from the streets mud and dirt tracked by vehicles. Should any pavement surface or utility become damaged or marred as a result of the construction process, or hauling of materials, the Contractor shall repair the damage to the satisfaction of the Owner, at Contractor's own expense.
D. Upon completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for construction work to follow, and ready for occupancy, as applicable.
E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
    a. There is a "No Burn" requirement on this project. Do not burn or bury rubbish and waste materials on project site. Dispose of all waste in accordance with local ordinances.

    b. Do not dispose of volatile waste such as mineral spirits, oil, and paint thinner in storm drains and/or sanitary sewers.

F. Hazard Control:
    a. Store volatile wastes in covered metal containers, and remove from premises daily.

    b. Prevent accumulation of waste that might cause hazardous conditions.

    c. Provide adequate ventilation during use of volatile and noxious substances.

1.02 DURING CONSTRUCTION

A. Clean grounds, and public properties and keep free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to prevent dust.

C. At reasonable intervals during progress of Work, but in no case less than once a week, clean site and public properties and dispose of waste materials, debris and rubbish.

D. Provide on-site containers for collection of waste materials, debris, and rubbish. Type of container is at Contractor's option. Provide containers with adequate capacity to accommodate anticipated needs. If containers do not have adequate capacity, increase intervals of waste removal or capacity of containers until adequate capacity is provided.

1.03 FINAL CLEANING

A. Employ experienced workmen or professional cleaners for final cleaning.

B. Remove debris and rubbish from the work areas.

C. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.

D. Prior to Final Completion, or Owner Occupancy, Contractor shall conduct an inspection of all work areas, to verify that the entire work is clean.

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

Part 1 – General

1.01 SELECTION INCLUDES

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
B. Prepare operating and maintenance data as specified in this Seciton and as referenced in other pertinent sections of Specifications.
C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.02 QUALITY ASSURANCE

Have data prepared by personnel:

a. Trained and experienced in maintenance and operation of the described products.
b. Completely familiar with requirements of this Section.
c. Skilled as a technical writer to the extent required to communicate essential data.
d. Skilled as a draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by Owner's personnel. Submit five (5) copies of manual to Owner.
B. Format:
    a. Size: 8 ½" x 11"
    b. Paper: 20-pound minimum, white, for typed pages
    c. Text: Manufacturer's printed data, or neatly typewritten
C. Drawings:
    a. Provide reinforced punched binder tab; bind in with text
    b. Fold larger drawings to the size of the text pages
D. Product Literature:
    a. Provide fly-leaf for each separate product, or each piece of operating equipment
    b. Provide typed description of product, and major component parts of equipment
    c. Provide indexed tabs
E. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS"
F. List:
    a. Title of Project and Work Package
    b. Identity of separate structure as applicable
    c. Identity of general subject matter covered in manual

G. Binders
   a. Commercial quality three-ring binders with durable and cleanable plastic covers
   b. When multiple binders are used, correlate the data into related consistent groupings

1.04 CONTENT OF MANUAL

A. Prepare a neatly typewritten table of contents for each volume, arranged in a systematic order, to include:
   a. Contractor, name of responsible principal, address, and telephone number
   b. A list of each product required to be included, indexed to the content of the volume
   c. List, with each product, the name, address, and telephone number of:
      i. Subcontractor or installer
      ii. Maintenance contractor, as appropriate
      iii. Identify the area of responsibility of each
      iv. Local source of supply for parts and replacement

   d. Identify each product by product name and other identifying symbols as set forth in Contract Documents

B. Product Data:
   a. Include only those sheets which are pertinent to the specific product
   b. Annotate each sheet to:
      i. Clearly identify the specific product or part installed
      ii. Clearly identify the data applicable to the installation
      iii. Delete references to inapplicable information

C. Drawings:
   a. Supplement product data with drawings as necessary to clearly illustrate:
      i. Relations of component parts of equipment and systems
      ii. Control and flow diagrams
   b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation
   c. Do not use Project Record Documents as maintenance drawings

D. Written text, as required to supplement product data for the particular installation
   a. Organize in a consistent format under separate headings for different procedures
   b. Provide a logical sequence of instructions for each procedure

E. Copy of each warranty, bond, and service contract issued

F. Provide information sheet for Owner's personnel giving:
   a. Proper procedures in the event of failure
   b. Instances which might affect the validity of warranties or bonds

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit five (5) copies of complete manual in final form
B. Content for architectural products, applied materials, and finishes:
    a. Manufacturer's data, giving full information on products
    b. Catalog number, size, composition
    c. Color and texture designations
    d. Information required for reordering specially manufactured products
    e. Instructions for care and maintenance
    f. Manufacturer's recommendation for types of cleaning agents and methods
    g. Cautions against cleaning agents and methods that are detrimental to the product
    h. Recommended schedule for cleaning and maintenance
    i. Housekeeping Manuals, containing manufacturer's recommended cleaning practices.
C. Content for moisture protection and weather exposed products:
    a. Manufacturer's data, giving full information on products
    b. Applicable standards
    c. Chemical composition
    d. Details of installation
D. Instructions for inspection, maintenance and repair
E. Additional requirements for maintenance data: the respective sections of Specifications

1.06 SUBMITTAL SCHEDULE

Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of work.

Submit one copy of completed data in final form prior to final inspection or acceptance

Submit specified number of copies of approved data in final form after final inspection or acceptance

1.07 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment, and systems.

B. For each item, record the following information:
    a. Time and date of instruction
    b. Name(s) of personnel providing instruction
    c. Name(s) of personnel receiving instruction
    d. Items covered during instructions

C. Use operating and maintenance manual to constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

Part 1 – General

1.1 SUMMARY

A. Section Includes:
   1. Product Substitution Procedures.

1.2 GENERAL

A. Definition: Proposal by Contractor to use manufacturer, product, material, or system different from one required in Contract Documents.
B. Do not substitute Products unless a substitution request has been approved by Architect.
C. Substitutions during Bidding: Refer to Instructions to Bidders.
D. Architect and Owner will consider substitution requests within 30 days after award of Contract. After initial 30 day period, substitutions requests will be considered only due to non-availability of a specified Product through no fault of Contractor.
E. In case of non-availability of a specified Product, notify Architect in writing as soon as non-availability becomes apparent.

1.3 SUBSTITUTION REQUESTS

A. Submit substitution requests on copy of form bound into Project Manual. Whenever possible, email form and supporting data to Architect.
B. Document specified product and proposed substitution with complete data, including:
   1. Product identification, including name and address of manufacturer.
   2. Product description, performance and test data, and reference standards.
   3. Sample, if requested.
   4. Description of any anticipated effect that acceptance of proposed substitution will have on Progress Schedule, construction methods, or other items of Work.
   5. Description of any differences between specified product and proposed substitution.
   6. Difference in cost between specified product and proposed substitution.
C. Burden of proof for substantiating compliance of proposed substitution with Contract Document requirements remains with Contractor.
D. A request constitutes a representation that the Contractor;
   1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
   2. Will provide the same warranty for the substitution as for the specified Product.
   3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

5. Will reimburse Owner for A&E design services associated with re-approval by authorities or revisions to Contract Documents to accommodate the substitution.

E. Substitutions will not be considered if:
   1. They are indicated or implied on Shop Drawings or other submittals without submittal of a substitution request.
   2. Approval will require substantial revision of Contract Documents without additional compensation to Architect and Engineers.

F. Submit to Architect electronically in Adobe PDF format.

G. Architect will notify Contractor of approval or rejection of each Substitution Request.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SUBSTITUTION REQUEST FORM

DATE: _____

TO: _____

ATTENTION: _____

PROJECT: _____

We submit for your consideration the following product as a substitution for the specified product:

Section No. Paragraph Specified Product

_____ _____ _____

Proposed Substitution_____

_____

Reason for Substitution:

_____

_____

Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

Samples:

___ Attached ___ Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

___ No ___ Yes (explain) _____

Effects of proposed substitution on other Work:

_____

_____

Differences between proposed substitution and specified Product:

_____

_____

Manufacturer's warranties of the proposed substitution are:

___ Same ___ Different (explain) _____

_____

Maintenance service and spare parts are available for proposed substitution from:

_____

_____

Previous installations where proposed substitution may be seen:

Project: _____ Project: _____

Owner: _____ Owner: _____

Architect: _____ Architect: _____

Date Installed: _____ Date Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved:

_____

Change to Contract Time, if proposed substitution is approved:

___ No Change ___ Add _____ days ___ Deduct _____ days

Submittal constitutes a representation that Contractor has read and agrees to the provisions of Section 01 2500.

Submitted by Contractor;

_____
Signature

_____
Firm

For Use by Architect:

Based on the information supplied by the Contractor, the Architect has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

___ Approved ___ Approved as Noted ___ Rejected

Submit Additional Information:

_____

_____

By: _____ Date: _____

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Construction progress schedule.
B. Related Sections:
   1. Section 01 1100 - Summary of Work: Work sequence.
   2. Section 01 2900 - Payment Procedures.

1.2 FORMAT

A. Prepare Progress Schedule as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week or
B. Prepare Progress Schedule on network analysis system using the critical path method.
C. Sequence of Listings: The chronological order of the start of each item of Work.
D. Scale and Spacing: To provide space for notations and revisions.
E. Sheet Size: Multiples of 8-1/2 x 11 inches.

1.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
B. Identify each item by specification Section number.
C. Identify work of logically grouped activities.
D. Provide subschedules to define critical portions of the entire Progress Schedule.
E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
F. Provide separate schedule of submittal dates for Shop Drawings, Product Data, and Samples, including:
   1. Dates reviewed submittals will be required from Architect.
   2. Decision dates for selection of finishes.
   3. Delivery dates for Owner furnished products and Products identified under Allowance.
G. Coordinate content with Schedule of Values specified in Section 01 2900.
H. Revisions:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
I. Provide narrative report to define problem areas, anticipated delays, and impact on Progress Schedule. Report corrective action taken, or proposed, and its effect.

1.4 SUBMITTAL

A. Submit initial Progress Schedule to Owner and Architect within 15 days after date of Notice to Proceed. After review, resubmit required revised data within 10 days.
B. Submit revised Progress Schedule to Owner and Architect with each Application for Payment.
C. Submit electronically in Adobe PDF format.

1.5 DISTRIBUTION

A. Distribute copies of approved Progress Schedule to project site file, Subcontractors, suppliers, and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in Progress Schedule.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Proposed Products list.
   3. Submittal schedule.
   4. Shop Drawings.
   5. Product Data.
   6. Samples.
   7. Quality control submittals.

B. Related Sections:
   1. Section 01 4000 - Quality Requirements.

1.2 SUBMITTAL PROCEDURES

A. Where possible, make all submittals to Architect in PDF format, via email attachment or electronic file transfer as selected.
B. Number each submittal with Project Manual section number and a sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
C. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
D. Submit all submittals listed under “Submittals for Review” simultaneously for each Product or Specification Section.
E. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
F. 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 of Work and Contract Documents.
G. Schedule submittals to expedite the Project, and deliver to Architect. Coordinate submittal of related items.
H. For each submittal, allow 14 days for Architect’s review. Architect will not review incomplete submittals.
I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.
J. Revise and resubmit submittals when required; identify all changes made since previous submittal.
K. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

L. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.3 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
C. Submit electronically in PDF format.

1.4 SUBMITTAL SCHEDULE

A. Within 15 days after date of Notice to Proceed, submit a submittal schedule showing all submittals proposed for project, including submittals listed as:
   1. Submittals for Review.
   2. Quality Control Submittals.
   3. Closeout Submittals.

B. Include for each submittal:
   1. Specification section number.
   2. Description of submittal.
   3. Type of submittal.
   4. Anticipated submittal date.
   5. For submittals requiring Architect’s review, date reviewed submittal will be required from Architect.

C. Submit electronically in PDF format.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.
B. Identify details by reference to sheet and detail numbers or room number shown on Drawings.
C. Reproductions of details contained in Contract Documents are not acceptable.
D. Submit electronically in PDF format. Architect will return Submittal Review Document PDF 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 electronically in Adobe PDF format. Architect will return Submittal Review Document PDF 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 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 Architect's selection.
C. Include identification on each sample, with full Project information.
D. Unless otherwise specified in individual specifications, submit one of each sample.
E. Architect will notify Contractor of approval or rejection of samples, or of selection of color, texture, or pattern if full range is submitted.

1.8 QUALITY CONTROL SUBMITTALS

A. Quality control submittals specified in Section 01 4000 are for information and do not require Architect’s responsive action except to require resubmission of incomplete or incorrect information.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. References.
   2. Quality assurance and control of installation.
   3. Mockups.
   4. Manufacturer's field services and reports.
   5. Design data and calculations.
   6. Test reports and certifications.
   7. Manufacturer's installation instructions.

1.2 REFERENCES

A. For products or workmanship specified by reference to association, trade, or industry standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
C. Conform to edition of reference standard in effect as of date of Owner/Contractor Agreement.
D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply fully with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform work by persons qualified to produce workmanship of specified quality.
F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 MOCKUPS (IF APPLICABLE)

A. Definition:
   1. Mockups are field samples constructed, applied, or assembled at the project site for review by the Owner and Architect that illustrate materials, equipment, or workmanship.
   2. Approved mockups establish the standard of quality by which the Work will be judged.

B. Construct, apply, or assemble specified items, with related attachment and anchorage devices, flashings, seals, and finishes.

C. Perform work in accordance with applicable specifications sections.

D. Erect at project site at location acceptable to Architect. Protect from damage.

E. Removal:
   1. Mockups may remain as part of the Work only when so designated in individual specification sections.
   2. Do not remove mockups until removal is approved by Architect or upon Final Completion.
   3. Where mockup is not permitted to remain as part of the Work, clear area after removal of mockup has been approved by Architect.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, or startup of equipment, as applicable, and to initiate instructions when necessary.

B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report to Architect within 10 days of observation.

1.6 DESIGN DATA AND CALCULATIONS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide design data and calculations.

B. Accuracy of design data and calculations is the responsibility of the Contractor.

C. When so specified, prepare design data and calculations under the direction of a professional engineer licensed in the state in which the Project is located. Affix engineer’s seal to submittals.

D. Submit one copy of original stamped and signed document. In addition, submit electronically in Adobe PDF format.

1.7 TEST REPORTS AND CERTIFICATIONS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturers' certifications.
B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Submittals may be recent or previous test results on material or Product, but must be acceptable to Architect.
D. Submit electronically in Adobe PDF format.

1.8 MANUFACTURER'S INSTALLATION INSTRUCTIONS

A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:
   1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, as applicable.
      a. Submit in quantities specified for Product Data.
      b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
      c. Identify conflicts between manufacturers' instructions and requirements of Contract Documents.
   2. Perform installation of Products to comply with requirements of manufacturer's instructions.

   3. If installation cannot be performed in accordance with manufacturer's instructions, notify Architect and await instructions.
   4. Submit electronically in Adobe PDF format.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary partitions.
2. Temporary utilities.
3. Field offices and sheds.
4. Temporary controls.
5. Protection of installed Work.
6. Progress cleaning.
7. Water, erosion, sediment, dust, and mold and mildew control.
8. Access roads and parking areas.
9. Removal.

1.2 REFERENCES

A. None

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 TEMPORARY ELECTRICITY

A. Owner will provide electrical service of capacity and characteristics required for construction.

B. Connect to Owner’s electrical system for electricity required during construction.

1. Cost of electricity used will be paid for by Owner. Exercise measures to conserve electricity.
2. Regulate system to prevent interference with Owner's normal usage.
3. Maintain continuous power operation of Owner's facilities during changeover of electrical services.
4. Notify Owner when unusually heavy loads will be connected, including welding and other equipment with special power requirements.
5. Provide and pay for required service of capacity or characteristics other than that currently available.

C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. All work to comply with National Electrical Code and all local ordinances. Provide flexible power cords as required.

D. Maintain temporary distribution system in good condition and provide routine repairs with Owner's approval.

3.2 TEMPORARY LIGHTING

A. Provide temporary lighting for construction and security purposes.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. All work to comply with National Electrical Code and all local ordinances.

C. Maintain lamps and provide routine repairs.

D. Provide portable lights when required to provide minimum lighting levels necessary for specific work.

3.3 TEMPORARY WATER

A. Owner will provide water required for construction.

B. Connect to Owner's existing water source for water required for construction.
   1. Regulate system to prevent interference with Owner's usage.
   2. Costs of water used will be paid for by Owner. Exercise measures to conserve water.

C. Extend branch piping and provide temporary hoses so that water is available at locations needed for work.

D. Protect from freezing.

E. Maintain distribution system and provide routine repairs with Owner's approval.

3.4 TEMPORARY SANITARY FACILITIES

A. Provide chemical toilets for use during construction.

B. Permanent toilets may not be used during construction.

C. Maintain facilities in clean and sanitary condition.

3.5 PROTECTION OF INSTALLED WORK

A. Protect installed work from construction operations; provide special protection when required in individual specification sections.

B. Minimize traffic, storage, and construction activities on roof surfaces. If traffic, storage, or activity is necessary, obtain recommendations for protection from roofing manufacturer.

C. Prohibit traffic from landscaped areas.

3.6 PROGRESS CLEANING

A. Maintain areas free from waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Provide containers for collection of waste materials, debris, and rubbish; remove and dispose of off site as required by construction activities.

C. Periodically clean interior areas to provide suitable conditions for finish work.

3.7 ACCESS ROADS AND PARKING AREAS

A. Existing roads designated by Owner may be used for construction purposes. Do not allow heavy vehicles or construction equipment in parking areas.

B. Provide for access by emergency vehicles.

C. Keep fire hydrants and water control valves free from obstruction and accessible for use.

D. Provide parking facilities for construction personnel. When parking needs exceed on site capacity, provide additional off site facilities.

E. Maintain existing construction, and restore to original or specified condition at completion of Work.

3.8 REMOVAL

A. Remove temporary utilities, equipment, facilities, and services when construction needs can be met by use of permanent construction or upon completion of Project.

B. Remove foundations and underground installations; grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing and permanent facilities used during construction to original or to specified condition.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Construction waste management goals, plan, and records.

1.2 WASTE MANAGEMENT GOALS

A. Reuse, salvage, or recycle non-hazardous waste materials.
B. Minimize waste sent to landfills and incinerators.
C. Prioritize non-hazardous construction waste management in following order:
   1. Reduce amount of waste generated.
   2. Reuse material through on-site reuse or off-site salvaging, including sale or donation.
   3. Recycle material including diverting materials for secondary uses whenever economically feasible.
   4. Dispose of materials with no practical use or economic benefit at landfill.

1.3 WASTE MANAGEMENT

A. Pro-actively manage construction and demolition waste:
   1. Practice efficient waste management when sizing, cutting, and installing products.
   2. Use all reasonable means to divert construction and demolition waste from landfills and incinerators, and to facilitate recycling and reuse.
   3. Return unused products and overages to supplier, or donate to non-profit group.
   4. Carefully install products; avoid removal of ill-timed and poorly installed products.
   5. Use centralized cutting areas to facilitate waste collection.
   6. Deliver, store, and handle products to prevent damage.
B. Require subcontractors and suppliers to participate in waste management efforts.
C. Construction waste includes:
   1. Products from demolition and removal, excluding excavated soil, and land-clearing debris.
   2. Excess and unusable construction products.
   3. Packaging materials for construction products.
   4. Other materials generated during construction process but not incorporated into the Work.
D. Give consideration to:
   1. Availability of viable recycling markets.
   2. Condition of materials.
   3. Ability to provide material in suitable condition and in quantities acceptable to available markets.
   4. Time constraints imposed by internal project completion mandates.

E. Be responsible for implementation of special programs involving rebates and similar incentives related to recycling of waste.
F. Revenues and other savings obtained for salvage and recycling accrue to Contractor.
G. Ensure that firms and facilities used for recycling, reuse, and disposal have legal permits for intended uses.

1.4 QUALITY ASSURANCE

A. Review and discuss waste management plan implementation and progress at Preconstruction Conference and Progress Meetings.

1.5 DELIVERY, STORAGE AND HANDLING

A. Designate separate areas to facilitate separation of materials for potential recycling, salvage, reuse and return.
B. Clearly identify areas and receptacles.
C. Keep storage areas and receptacles clean and orderly; prevent contamination of materials.
D. Monitor storage areas; correct problems and implement preventative measures.

1.6 TRAINING

A. Provide training of waste management methods to be used at appropriate stages of Project.
B. Require participation of all subcontractors.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 WASTE COLLECTION

A. Provide containers and storage areas to facilitate waste management, clearly identified.
B. Handle recyclable materials to prevent contamination by incompatible products and materials.
C. Separate materials by:
   1. Placing into marked separate containers, then transporting to recycling facility.

2. Placing into single container, then transporting to recycling facility for separation.

3.2 DISPOSAL

A. Dispose of nonhazardous waste materials that cannot be reused, recycled, or salvaged at licensed landfill or incinerator. The Shelby County Landfill will be available at no cost to contractor. Coordinate disposal procedures with Owner.
B. Handle, store, and dispose of hazardous wastes in accordance with applicable codes, ordinances, rules, and regulations.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Closeout procedures.
2. Final cleaning.
3. Adjusting.
4. Project record documents.
5. Operation and maintenance data.
6. Warranties.
7. Spare parts and maintenance materials.
8. Starting of systems.
9. Demonstration and instructions.

1.2 CLOSEOUT PROCEDURES

A. Final Inspection:
1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for Architect's inspection.

B. Submit Final Application for Payment showing original Contract Sum, adjustments, previous payments, retainage withheld from previous payments, and sum remaining due.

C. Closeout Submittals:
1. Evidence of compliance with requirements of governing authorities.
2. Certificate of Occupancy.
3. Project Record Documents.
4. Operation and Maintenance Data.
5. Warranties.
6. Keys and keying schedule.
7. Spare parts and maintenance materials.
8. Evidence of payment of Subcontractors and suppliers.
9. Final lien waiver.
10. Certificate of insurance for products and completed operations.
11. Consent of Surety to final payment.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Remove temporary labels, stains and foreign substances.

C. Clean debris from roofs and drainage systems.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain following record documents on site; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other Modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Material Safety Data Sheets.

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Make entries neatly and accurately.

E. Label each set or volume with title "PROJECT RECORD DOCUMENTS", project title, and description of contents.
   1. Organize contents according to Project Manual table of contents.
   2. Provide table of contents for each volume.

F. Drawings: Mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.

   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

4. Field changes of dimension and detail.
5. Details not on original Drawings.

G. Specifications: Mark each Product section description of actual Products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and Modifications.

H. Shop Drawings: Mark each item to record actual construction including:
1. Field changes of dimension and detail.
2. Details not on original Shop Drawings.

I. Submit two printed copies, also submit electronically in Adobe PDF format.

1.6 OPERATION AND MAINTENANCE DATA

A. Identify as "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.

B. Contents:
1. Directory: List names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
2. Operation and maintenance instructions: Arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
3. Project documents and certificates including:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Copies of warranties and bonds.

C. Submittal:
1. Submit two printed copies, also submit electronically in Adobe PDF format at least 15 days prior to final inspection.
2. Architect will notify Contractor of any required revisions after final inspection.
3. Revise content of documents as required prior to final submittal.

4. Submit two copies of revised documents, and submit revised documents electronically in Adobe PDF format within 10 days after final inspection.

1.1 WARRANTIES

A. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
B. Include Table of Contents.
C. Submit two printed copies, also submit electronically in Adobe PDF format along with final Application for Payment.
D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.2 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
B. Deliver to Project site in location as directed; obtain receipt prior to final payment.

1.3 STARTING OF SYSTEMS

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

3-Part Specification
Division 07 54 19 - Polyvinyl-Chloride Roofing

Shelby County Courthouse

112 North Main St
Columbiana, AL 35051

Roof Assembly Description

- **PVC thermoplastic membrane**
  Membrane Thickness: 50 mil
  Color: White
  Attachment: Attached with mechanical fasteners
- **High density polyisocyanurate**
  Thickness: ½ inch
  Attachment: Attached with mechanical fasteners
- **Single-Ply: EPDM**
- **½" Perlite**
- **Tapered ISO 1"-3.5"**
- **Steel Roof Deck**

PART 1 GENERAL

1.1 SCOPE OF WORK

1. Contractor shall prepare the existing roofing system for the 50 mil PVC membrane to be installed. The contractor shall perform core cuts and pull test to meet the manufactures specifications requirements. If any wet insulation or bad decking is found the installing contractor shall give a unit price for this replacement.

2. Contractor shall coordinate with a plumbing contractor to ensure all interior roof drains and overflows are free flowing and performing properly prior to the new roofing system being installed.

3. Contractor shall install a new ½" Poly ISO HD Insulation mechanically attached over the existing EPDM roof system to the manufactures specifications.

4. Contractor shall furnish and install a new white 50 MIL Duro-Last Roofing system (Basis of Design) to be mechanically attached to the manufactures specifications. The membrane must have a minimum of 28 mils above the scrim.

5. Contractor to remove the existing coping cap and wrap the parapet walls up and over to the outside edge of the building. The wall flashing shall be fully adhered to specification.

6. Install a new 2 pc compression metal edge system by Exceptional Metals. Color and size to be chosen by the owner.

8. Add new 4x4 treated wood sleepers underneath all gas and conduit lines on roof.

9. Install manufactures walk pads around three sides of all HVAC units for membrane protection.

10. Install pre-manufactured flashings on all roof penetrations as specified by roof membrane manufacturer.

11. All penetrations shall extend a minimum 8" above finished roof system.

12. Contractor must install the roofing system and dispose of all debris in accordance with all local, state, and federal regulations.

13. After the installation is complete, a Duro-Last Quality Technical Representative shall inspect the visible details of the roofing system for acceptability of warranty issuance. Any deficiencies shall be corrected by the Contractor and made ready for re-inspection within five (5) working days. Upon acceptance, the 20-year NDL Duro-Last Roofing warranty shall be promptly issued.

1.1 SECTION INCLUDES

A. Overlay Single-Ply: EPDM.

B. 50 mil PVC thermoplastic membrane attached with mechanical fasteners.

C. ½" High density polyisocyanurate, attached with mechanical fasteners.

D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.

E. Fasteners, adhesives, and other accessories required for a complete roofing installation.

F. Traffic Protection.

1.2 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: 50 mil, nominal, in accordance with ASTM D 751.

   3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.

   4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.

5. Elongation at Break: ≥ 31% (MD) and ≥ 31% (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: ≥ 417 lbf. in accordance with ASTM D 751, Grab Method.
8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
9. 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: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
12. Water Absorption: < 1.7% in accordance with ASTM D 570 at 158 °F for 166 hours.
13. Static Puncture Resistance: ≥ 56 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: ≥ 88%
      b. Initial Thermal Emittance: ≥ 87%
      c. Initial Solar Reflective Index (SRI): ≥ 111
      d. 3-Year Aged Solar Reflectance: ≥ 68%
      e. 3-Year Aged Thermal Emittance: ≥ 84%
      f. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

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, 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.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.

B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems 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.

C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.

D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.

E. 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 code 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 B; 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:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

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 insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, 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 deck substrate 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.

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 WARRANTY

A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane 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. Must provide positive drainage.
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.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. All roofing system components to be provided or approved by roof system manufacturer.

B. Acceptable Manufacturers:

1. Duro-Last, Inc.- **(Basis of Design)**
2. Sarnafil S-327
3. Fibertite XT

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. 50 mil.
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 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. #14 Heavy Duty Fasteners.
   b. Steel Membrane Plates.
   c. 3 inch Metal Plates.
6. PV Anchors
7. Termination and Edge Details: Supplied by roof system manufacturer.
   a. Termination Bar.
   b. Universal 2-Piece Edge Metal System.
8. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side.
9. Two-Way Roof Vents: Supplied by roof system manufacturer. Install a minimum of 1 vent for each 1,000 ft^2 (93 m^2) of roof area.

D. Substrate Board:
   1. High density polyisocyanurate board supplied by roof system manufacturer.
      a. ½ inch thick.

E. Walkways:
   1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
      a. Walkway Pad.

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.

C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.

D. Verify that the deck 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 or an authorized contractor.
   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. Re-Roofing Over Existing Single-Ply System:
   1. Remove all loose or high fasteners.
   2. 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.
   3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
   4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard fan folds may be used if the surface is pea gravel or crushed stone which is ¼ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.
   5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than ¼ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
   6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

3.3 INSTALLATION

A. Install insulation in accordance with the roof manufacturer's requirements.

B. Separation Board: High density polyisocyanurate.
   1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
      a. Install fasteners in accordance with the roof manufacturer’s requirements. Fasteners that are improperly installed must be replaced or corrected.
      b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.

C. Roof Membrane: 50 mil, PVC thermoplastic membrane.
   1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
   2. Install fasteners in accordance with the roof manufacturer’s requirements. Fasteners that are improperly installed shall be replaced or corrected.
   3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer’s requirements.
   4. Cut membrane to fit neatly around all penetrations and roof projections.

5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

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 work day.

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 condition.
   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.
   c. 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 specified in Section 15146 - Plumbing Specialties.
2. Remove existing flashing and asphalt at existing drains in preparation for sealant and

membrane.

3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

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 flashing specified in Section 07620.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.

I. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

J. 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 roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

A. Protect installed roofing products from construction operations until completion of 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

Risen Life Church
Shelby County Newspapers, Inc
Wallace Ellis Fowler & Head
Davis Drug Company
Bear Rush
Leaders' Corner Coffee & Tea
Columbiana Corner Shoppes
Depot St
Columbiana United Methodist Church
Shelby County Circuit Court
W College St
Shelby County Abstract & Title
Mill St
Shelby County Tax Collector
Shelby County MIS
Old Mill Square Park
Lester St
Butch Ellis Building
Shelby County Law Enforcement...
Harrison Regional Library
Additional Courthouse Parking
Google Earth

Depot St
Depot St
Shelby County Circuit Court
W College St
Reroof This
EPDM Area
Laydown & Roof Access
Google Earth
1985
Imagery Date: 3/6/2021 33°10'44.46" N 86°36'28.22" W elev 530 ft eye alt 987 ft

1 Detail Typical Roof Drain
Scale: 1 1/2" = 1'-0"

4 Detail Typical Penetration
Scale: 1 1/2" = 1'-0"

2 Detail Typical Roof Expansion Joint
Scale: 1 1/2" = 1'-0"

3 Detail Typical Plumbing Stack
Scale: 1 1/2" = 1'-0"

5 Detail Typical Roof Edge
Scale: 1 1/2" = 1'-0"

Roof Plan
Scale: 1/8" = 1'-0"

SHELBY COUNTY
BUILDING INSPECTION SERVICES
PLANS REVIEWED:
DATE: 12-14-00
BY: CTK

ADDITION & RENOVATION TO:
SHELBY COUNTY COURTHOUSE
MAIN STREET
COLUMBIANA, ALABAMA 35051

RICK N. LATHAN • ARCHITECT
1736 OXMOOR ROAD SUITE 208
HOMEWOOD, ALABAMA 35209
PHONE: 205 879-9110

STATE OF ALABAMA
No. 3365
RICK N. LATHAN
REGISTERED ARCHITECT

DRAWN: ABB/HDR/MSC/WLB
DATE: October 31, 2000
REVISIONS

SHEET TITLE:
Roof Plan

JOB NO. **9933**
SHEET NO:
A2.5
12 OF 32
SEQUENCE NO:
18 OF 84

F:\1999\9933\09933-a25.dwg Thu Nov 02 17:26:36 2000

DETAIL 1140

Note 1: Tabs that are parallel to the e□pansion □oint must be mechanically fastened with the same fastening pattern used on the membrane in the field area.

Note 2: Leave the membrane covering the e□pansion □oint loose enough to allow for movement of the building on either side of the □oint.

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	01/31/2017	GENERAL DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	CURB-STYLE E□PANSION □OINT
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST
THE WORLD'S BEST ROOF

DETAIL 1180

Note: Ensure that the correct side of the membrane is facing out.

REVISED:	01/31/2017	GENERAL DETAIL
PREVIOUS:	01/01/2009	INSIDE AND OUTSIDE CORNERS
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST
THE WORLD'S BEST ROOF®

DETAIL 2021

Note 1: Membrane must be fastened around the perimeter of the drain with the same fastening pattern as the field membrane, no less than 1 fastener per drain.

Note 2: Openings in the CDRs must face in opposite directions. Sealant must be behind the membrane at the CDRs' location.

Note 3: Duro-Last Drain Guard attachment tabs are secured to the roof membrane by heat welding. Do not mechanically fasten.

Note 4: Duro-Last Drain Boots are made to fit specific drain sizes. Never install a Duro-Last Drain Boot into a drain of a different size.

Note 5: All field welds shall be a minimum of 1-1/2 inches wide.

Note 6: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED: N/A	DRAINAGE DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS: 06/03/2020	ROOF DRAIN WITH DRAIN GUARD
SCALE: NONE	NEW CONSTRUCTION OR RE-ROOF

DETAIL 3110

Note 1: This detail is limited to membrane thicknesses of 60 mils or less.

Note 2: This detail may also be used on parapet walls.

Note 3: The use of this detail is not to exceed a 2-inch per 12-inch slope.

Note 4: Allow for 1/8-inch expansion gap between 10-foot lengths of snap-on base. Overlap snap-on covers by 2 inches between 10-foot lengths.

Note 5: When installing this detail with a 6-inch or greater vertical surface, an additional fastening row must be located approximately 1 1/8 inches from bottom of snap-on base.

Note 6: Wood nailers must withstand a minimum force of 180 pounds per lineal foot (per building code). Any pull values greater than 270 pounds will allow for a fastener spacing of 18 inches on center. Pull values less than 270 pounds will require additional fasteners. **The installing contractor is responsible for meeting building codes.**

Note 7: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	08/24/2017	EDGE DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	UNIVERSAL 2-PIECE COMPRESSION EDGE
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST
THE WORLD'S BEST ROOF®

DETAIL 4010

Note 1: Deck membrane shall be fastened around perimeter of roof penetration as per respective □one the roof access hatch is located within (field, perimeter, corner).

Note 2: Termination Bar shall have an approved Duro-Last fastener within 1 inch of each corner.

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	02/23/2017	ROOF PENETRATION DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	RECTANGULAR PENETRATION
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST
THE WORLD'S BEST ROOF®

DETAIL 4050

Note 1: Deck membrane shall be fastened around the perimeter of the roof access hatch as per the respective zone the roof access hatch is located within (field, perimeter, corner).

Note 2: Flashing membrane must loop over the foam backer rod. Foam backer rod shall be of sufficient size to compress when installed.

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	02/02/2017	ROOF PENETRATION DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	ROOF ACCESS HATCH - OPTION 1
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST
THE WORLD'S BEST ROOF®

DETAIL 4070

Note 1: Lead flashings must be removed prior to installing Duro-Last Stack Flashings.

Note 2: Deck membrane shall be fastened around the perimeter of the Duro-Last Stack Flashing as per the respective □one the Duro-Last Stack Flashing is located within (field, perimeter, corner), no less than one fastener per flashing.

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	02/02/2017	ROOF PENETRATION DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	01/01/2009	ROUND PENETRATION
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST
THE WORLD'S BEST ROOF®

DETAIL 5020

INSTRUCTIONS

1. Install Two-Way Air Vents (vents) between fastener rows and at high points of roof area. Vents must not be installed within 7 feet of the building edge. Never install vents in low, or drainage areas.
   a. A minimum of one vent must be installed for every 1,000 square feet of roof area, or portion thereof, but with a minimum of two vents per roof area.
   b. Vent Placement
      i. Corners - Vents must first be installed within 8 to 10 feet of the outer corners. Install vents at opposite corners whenever possible.
      ii. Remaining Roof Area - Starting at 8 to 10 feet from the building edge, evenly distribute the remaining vents throughout the remaining roof area. (Smaller roof areas may not have additional vents.)
2. Cut a 7-inch diameter hole and a 2-inch slit in deck membrane. Rotate vent to allow feet to slide underneath deck membrane at slit (see drawing above). Do not fasten vent to roof deck.

Note 1: **Vents must NOT be used on refrigerated buildings, freezer buildings or adhered roofing systems.**

Note 2: Vents are not required on open-air structures (e.g. carports) or roofing systems with overburden (e.g. ballast, paver, vegetation, etc.).

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	01/16/2019	VENT DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	02/02/2017	TWO-WAY AIR VENT
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF